

# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507



## Docket

Tuesday, July 1, 2025

3:00 PM

Packet

Council Chamber

**Urban County Council Work Session**

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

- a [0672-25](#) Table of Motions: Council Work Session, June 24, 2025

Attachments: [TOM 062425](#)

**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 [0669-25](#) A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Bryan Station Neighborhood Community Inc. (\$1,000); Project Kids 1st (\$1,000); Art, Work, Empowerment, Inc. (\$950); Living Streets Lexington Inc. (\$4,100); Lexington Art League, Inc. (\$2,000); Greater Gardenside Association, LLC (\$5,000); Lexington Community Radio Inc. (\$2,900); NABVETS Ky. State Command Council Corporation (\$558); and Frederick Douglas High School Cheerleaders Booster Club Corporation (\$1,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Attachments:** [NDF List 7.1.25](#)  
[RESO 0669-25 NDF List 7-1-2025 4927-1712-2641 v.1.docx](#)  
[R-357-2025](#)  
[Contract #207-2025 - NABVETS](#)  
[Contract #207-2025 - Greater Gardenside](#)  
[Contract #207-2025 - Frederick Douglas High School Cheerleader](#)  
[Contract #207-2025 - On the Move Art Studio dba Art Work Empowerment](#)  
[Contract #207-2025 - RadioLex](#)  
[Contract #207-2025 -Project Kids First](#)  
[Contract #207-2025 -Living Streets Lexington](#)  
[Contract #207-2025 - Lexington Art League](#)  
[Contract #207-2025](#)

**b**        **0673-25**        Summary: General Government and Planning Committee, May 6, 2025

**Attachments:** [5.6.25 GGP Summary](#)

**XI. Council Reports**

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

**XIII. Adjournment**

**Administrative Synopsis - New Business Items**

- a**      **0595-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a deed of easement with Ky. Utilities Co., granting an electric line easement across a portion of the property located at Coldstream Park, and further authorizing the Mayor to execute any other documents necessary to transfer the easement, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]
- Attachments:**   [Bluesheet memo - Coldstream KU Easement 6.10.25 - signed](#)  
[\(2\)FINAL \(KU - LFUCG\) Eeasement 1850 Pisacano](#)  
[RESO 0595-25 KU Coldstream Easement 4905-4303-0097 v.1.docx](#)  
[R-338-2025](#)  
[8627 - 338-2025 - DEED - - CLK - LFUCG Contracts-Deeds - 7-10-2025](#)
- b**      **0607-25**      An Ordinance amending the Classified Civil Service authorized strength by creating one (1) classified position of Engineering Technician Sr., Grade 517N, in the Div. of Streets and Roads, and amending the Unclassified Civil Service authorized strength by creating one (1) unclassified position of Administrative Specialist Sr., Grade 518N, in the office of the Mayor, all effective as of July 1, 2025. [Div. of Human Resources, George]
- Attachments:**   [Bluesheet Memo - 26-0001a](#)  
[From to 26.0001a](#)  
[ORD 0607-25 4934-3208-9170 v.1.docx](#)  
[O-051-2025](#)
- c**      **0608-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Purchasing Power, LLC, to provide a new voluntary benefit which will allow employees to purchase various products from Purchasing Power, LLC through payroll deductions, at no cost to the Urban County Government. [Div. of Human Resources, George]
- Attachments:**   [Bluesheet Memo 26-0005](#)  
[Puchasing Power Agreement](#)  
[RESO 0608-25 Purchasing Power Agreement 4921-8965-7938 v.1.docx](#)  
[R-339-2025](#)  
[Contract#219-2025](#)
- d**      **0609-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Stanard & Associates, Inc., for the Police Officer selection test for LFUCG Police Recruit

candidates, at a cost not to exceed \$5,500. [Div. of Human Resources, George]

**Attachments:** [Bluesheet Memo 26-0006 Agreement](#)  
[RESO 0609-25 Agreement with Stanard & Associations for Police Officer Selk R-340-2025](#)  
[203-2025 - 340-2025 - CONTRACT - 2025 - CLK - Contracts - 7-10-2025](#)

**e**      **0624-25**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with LexArts, Inc. extending the period of performance through August 30, 2025, at no additional cost to the Urban County Government. [Mayor's Office, Lyons]

**Attachments:** [Council Memo - Contract Amendment Cultural Master Plan june 16 2025](#)  
[Contract Amendment - Cultural Master Plan - signed by ASweetall](#)  
[RESO 0624-25 LexArts Master Plan Amendment \(Term\) 4937-7774-8817 v.1 R-341-2025](#)  
[196-2025 - 341-2025 - CONTRACT - 2025 - CLK - Contracts - 6-16-2025](#)

**f**      **0632-25**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the necessary documents to amend the existing Contract and order form with Accela to expand the scope of the Agreement to include the migration of the current on-premise instance of Accela, Inc. for the Div. of Water Quality to the cloud and include an enterprise reporting database to provide direct access to data, at an estimated cost not to exceed \$618,500 for FY2026, and a five percent (5%) annual increase, subject to the appropriation of sufficient funds, and further authorizing the Mayor or the Chief Information Officer as her designee to execute any future documents, including annual renewals, necessary for the implementation, operation, support or maintenance of the same, subject to the appropriation of sufficient funds. [Div. of Computer Services, Stewart]

**Attachments:** [Accela Amendment Legistar Memorandum](#)  
[Amendment - Lexington PEPv2](#)  
[Contract 143-2024 \(1\)](#)  
[Lexington-Fayette 36625 250604](#)  
[RESO 0632-25 Accela Contract Change 4925-3175-9442 v.1.docx](#)  
[R-342-2025](#)  
[193-2025 - 342-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025](#)

**g**      **0638-25**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Memorandum of

Agreement with Ky. Science and Technology Corporation for services aimed at assisting the public in navigating government contracting opportunities, for the Div. of Procurement, at a cost not to exceed \$8,400. [Div. of Procurement, Slatin]

**Attachments:** [BlueSheet Memo Kentucky Apex Accelerator 6-20-25.docx](#)  
[LFUCG -KY APEX Accelerator MOA 2025-26.pdf](#)  
[RESO 0638-25- KSTC contract 4928-2968-2002 v.1.docx](#)  
[R-343-2025](#)  
[202-2025 - 343-2025 - CONTRACT - 2025 - CLK - Contracts - 7-10-2025](#)

- h**      **0651-25**      A Resolution authorizing the Div. of E911 to purchase web-based queries of 911 statistics from Intrado Life & Safety Solutions ECaTS, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Intrado Life & Safety Solutions ECaTS, related to the procurement at a cost not to exceed \$6,607.44. [Div. of Enhanced 911, Patton]

**Attachments:** [Memo Intrado ECaTS](#)  
[Intrado ECaTS Soule Source FY26](#)  
[Intrado ECaTS Renewal Quote](#)  
[651-25 intrado 4908-2696-8401 v.1.docx](#)  
[R-344-2025](#)

- i**      **0652-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to apply for an encroachment permit with the Ky. Transportation Cabinet, Dept. of Highways Permits Branch for installation of a flock camera pole at 1718 Versailles Rd. [Div. of Police, Weathers]

**Attachments:** [Cover Memo - Kentucky Transportation Cabinet - Application for Encroachm](#)  
[Kentucky Transportation Cabinet - Application for Encroachment Permit.pdf](#)  
[652-25 ky trans permit 4907-3678-9585 v.1.docx](#)  
[R-345-2025](#)  
[201-2025 - 345-2025 - CONTRACT - 2025 - CLK - Contracts - 7-10-2025](#)

- j**      **0653-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Statement of Affiliation authorizing the Rescue Squad as the only rescue squad officially recognized by and affiliated with LFUCG, the Div. of Emergency Management, and the Ky. Div. of Emergency Management. [Div. of Emergency Management, Larkin]

**Attachments:** [Blue Sheet Memo](#)  
[Resolution 2025](#)  
[Statement of Affiliation\\_RJL +JW signed](#)  
[653-25 rescue squad 4919-5419-1442 v.1.doc](#)  
[R-346-2025](#)  
[200-2025 - 346-2025 - CONTRACT - 2025 - CLK - Contracts - 7-10-2025](#)

- k**      **0654-25**      A Resolution authorizing the Div. of E911 to purchase telephone technology from Kraus Associates, Inc., d/b/a AK Associates, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Kraus Associates, Inc., d/b/a AK Associates, related to the procurement. [Div. of Enhanced 911, Patton]
- Attachments:** [Memo AK Associates sole source FY26](#)  
[AK Assoc Sole Source FY26](#)  
[654-25 kraus 4935-6250-5297 v.1.docx](#)  
[R-347-2025](#)
- l**      **0655-25**      A Resolution authorizing the Div. of E911 to purchase 911 database from Datamaster, LLC., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Datamaster, LLC., related to the procurement at a cost not to exceed \$46,732. [Div. of Enhanced 911, Patton]
- Attachments:** [Memo\\_911 Datamaster sole source FY26](#)  
[911 Datamaster Sole Source FY26](#)  
[655-25 datamaster 4904-8768-8273 v.1.docx](#)  
[R-348-2025](#)
- m**      **0658-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP no. 16-2025) with GRW Engineers, Inc., for Professional Design Services of the new Lexington Fire Dept. - Phase 1 Site Development of the Fire Training Academy Campus Project, at a cost not to exceed \$297,140. [Div. of Facilities and Fleet Management, Baradaran]

**Attachments:** [01 - FTA Site Development - Request for Authorization](#)  
[02 - Consultant Services Agreement-B-FTA-Site-GRW-2025-06-24](#)  
[03 - RFP 16-2025 - Exhibit A](#)  
[04 - GRW - Exhibit B](#)  
[05 - GRW-COI](#)  
[Reso 0658-25 4916-2605-1922 v.1.docx](#)  
[R-349-2025](#)  
[194-2025 - 349-2025 - CONTRACT - 2025 - CLK - Contracts - 6-24-2025](#)

- n        **0659-25**        A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Agreement with Woodland CC LLC, related to an award of Home Investment Partnerships Program funds, to comply with federal Grant requirements, and authorizing the Mayor to execute any other amendments with Woodland CC LLC related to this award. [Div. of Grants and Special Programs, Reynolds]

**Attachments:** [25 - Blue Sheet Memo Woodland CC LLC](#)  
[FINAL Woodland HOME Amended Leasehold Loan Agreement](#)  
[FINAL Woodland HOME Amended and Restated Leasehold Deed Restriction](#)  
[FINAL Woodland HOME Deed Restrictions Release](#)  
[RESO 0659-25- Amendment No. 1 to HOME Agreement with Woodland CC L](#)  
[R-350-2025](#)  
[Contract #214-2025](#)  
[Contract #214-2025](#)

- o        **0660-25**        A Resolution authorizing the div. of E911 to purchase Daily Observation Reports and Training Tracker Software from Frontline Public Safety Solutions Quality Assurance, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Frontline Public Safety Solutions Quality Assurance, related to the procurement at a cost not to exceed \$9,800. [Div. of Enhanced 911, Patton]

**Attachments:** [Memo Frontline sole source FY26](#)  
[Frontline sole source & vendor letter\\_FY26](#)  
[660-25 frontline 4927-7345-3649 v.1.docx](#)  
[R-351-2025](#)

- p        **0661-25**        A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a federal award in the amount of \$193,403 from Ky. Div. of Emergency Management funding under the Hazard Mitigation Grant Program (HMGP) DR-4595-0028 for the development of the LFUCG

Multi-Hazard Mitigation Plan, the acceptance of which obligates the Urban County Government to the expenditure of \$21,490 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Emergency Management, Larkin]

**Attachments:** [25 - Blue Sheet Memo HMGP Award](#)  
[DR-4595-0028, LFUCG, Contract, w Award + SOW, For 2nd Party Execution](#)  
[FY2026 Budget Amendment - HMGP\\_PLAN\\_2025](#)  
[661-25 hazard grant 4905-0898-6705 v.1.docx](#)  
[R-352-2025](#)  
[198-2025 - 352-2025 - CONTRACT - 2025 - CLK - Contracts - 7-8-2025](#)

- q**      **0662-25**      A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with Andrews Counseling and Consulting, PLLC, to provide counseling support to participants of the It Takes A Village Summer Youth Program for ONE Lexington, at a cost not to exceed \$39,000. [Mayor's Office, Carama]

**Attachments:** [Memo Andrews Counsel FY25](#)  
[Andrews brother contract](#)  
[RESO 662-25- Counseling services for One Lex 4917-9408-2386 v.1.docx](#)  
[R-353-2025](#)

- r**      **0665-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Larissa Huey on an "on-call" basis for the performance of forensic examinations with the Sexual Assault Nurse Examiner Program for the period from August 28, 2025, to December 31, 2025, at a cost not to exceed \$68,167. [Div. of Police, Weathers]

**Attachments:** [25- Blue Sheet SANE Agreement Huey](#)  
[SANE Nurse Agreement - Larissa Huey](#)  
[665-25 sane nurse 4927-8832-9041 v.1.doc](#)  
[R-354-2025](#)  
[Contract #229-2025](#)

- s**      **0667-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a partial release, releasing a portion of a utility easement on the property located at 1109-1113 Commercial Dr. [Div. of Water Quality, Martin]

**Attachments:** [ReleaseofEasement11091113Commercial  
20250605Comm1109-1113  
Commercial1109-1113 Map  
RESO 667-25- 1109-1113 Commercial Drive release 4922-1770-7090 v.1.doc  
R-355-2025  
8628 - 355-2025 - DEED - - CLK - LFUCG Contracts-Deeds - 7-10-2025](#)

- t      **0668-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington and Fayette County Parking Authority to provide parking access for LFUCG employees at downtown garages owned and managed by LexPark, for a period of two years, effective July 1, 2025, at a cost not to exceed \$509,740. [Dept. of General Services, Ford]

**Attachments:** [Memo LexPark Agreement - Employee Parking.pdf  
LexPark Agreement for LFUCG Employees.pdf  
RESO 0668-25 LFUCG Parking Agreement 4927-4884-2065 v.1.docx  
R-356-2025  
195-2025 - 356-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025](#)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0672-25**

**File ID:** 0672-25

**Type:** Summary

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/26/2025

**File Name:** Table of Motions: Council Work Session, June 24, 2025

**Final Action:** 07/01/2025

**Title:** Table of Motions: Council Work Session, June 24, 2025

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TOM 062425

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved				Pass

### Text of Legislative File 0672-25

Title

Table of Motions: Council Work Session, June 24, 2025

**URBAN COUNTY COUNCIL  
WORK SESSION  
TABLE OF MOTIONS  
June 24, 2025**

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

Motion by Wu to move items c, d, and e under Continuing Business/ Presentations to the top of the June 24, 2025 Council Work Session agenda. Seconded by Ellinger II. Motion passed without dissent.

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

Motion by Reynolds to approve the June 26, 2025 Council Meeting Docket, as amended. Seconded by Gray. Motion passed without dissent.

Motion by Wu to place on the June 26, 2025 Council Meeting Docket, PLN-MAR-24-00017 Rose Holdings Lexington, LLC, a petition for a zone map amendment, changing the zone from a Single-Family Residential (R-1A) zone to a Planned Neighborhood Residential (R-3) zone, for 11.587 net (11.924 gross) acres for property located at 1899 Parkers Mill Rd without a public hearing. Seconded by Baxter. Motion passed 13 – 0. Council Members Ellinger II and Sevigny recused.

- III. Approval of Summary

Motion by Sevigny to approve the June 10, 2025, Work Session Summary. Seconded by Gray. Motion passed without dissent.

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

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

- VII. Communications from the Mayor- Appointments

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

- VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

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

X. Continuing Business/Presentations

Motion by Ellinger II to approve Council Capital Projects. Seconded by Gray. Motion passed without dissent.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Curtis to adjourn at 4:04 p.m. Seconded by Gray. Motion passed without dissent.



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0669-25**

**File ID:** 0669-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 207-2025

**In Control:** Urban County  
Council

**File Created:** 06/25/2025

**File Name:** NDF List 7/1/25

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Bryan Station Neighborhood Community Inc. (\$1,000); Project Kids 1st (\$1,000); Art, Work, Empowerment, Inc. (\$950); Living Streets Lexington Inc. (\$4,100); Lexington Art League, Inc. (\$2,000); Greater Gardenside Association, LLC (\$5,000); Lexington Community Radio Inc. (\$2,900); NABVETS Ky. State Command Council Corporation (\$558); and Frederick Douglas High School Cheerleaders Booster Club Corporation (\$1,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Notes:** On the Move Art Studio, NABvets, Greater Gardenside, Frederick Douglass Cheerleaders Booster SAF in the CCO 7/15/2025. MS

Living Streets SAF in the CCO. 7/18/2025. MS

Radiolex, PProject Kids First stamped and filed in the CCO. MS

Bryan Station Neighborhood 7/29/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** NDF List 7.1.25, RESO 0669-25 NDF List 7-1-2025 4927-1712-2641 v.1.docx, R-357-2025, Contract #207-2025 - NABVETS, Contract #207-2025 - Greater Gardenside, Contract #207-2025 - Frederick Douglas High School Cheerleader, Contract #207-2025 - On the Move Art Studio dba Art Work Empowerment, Contract #207-2025 - RadioLex, Contract #207-2025 -Project Kids First, Contract #207-2025 -Living Streets Lexington, Contract #207-2025 - Lexington Art League, Contract #207-2025

**Enactment Number:** R-357-2025

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

**Text of Legislative File 0669-25**

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Bryan Station Neighborhood Community Inc. (\$1,000); Project Kids 1st (\$1,000); Art, Work, Empowerment, Inc. (\$950); Living Streets Lexington Inc. (\$4,100); Lexington Art League, Inc. (\$2,000); Greater Gardenside Association, LLC (\$5,000); Lexington Community Radio Inc. (\$2,900); NABVETS Ky. State Command Council Corporation (\$558); and Frederick Douglas High School Cheerleaders Booster Club Corporation (\$1,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

**Organization:**

Bryan Station Neighborhood Community  
Glenn Jones  
677 Northside Dr.  
Lexington, KY 40505

**Purpose:**

For office supplies, neighborhood event supplies, and marketing

**Amount:**

\$ 1,000.00

**Organization:**

Project Kids First  
Nick Cooper  
465 Curry Ave.  
Lexington, KY 40508

**Purpose:**

For their annual multicultural 4th of July celebration

**Amount:**

\$ 1,000.00

**Organization:**

On the Move Art Studio dba Art, Work, Empowerment, Inc.  
Josh Nadzam  
3070 Lakecrest Circle Ste. 400-121  
Lexington, KY 40513

**Purpose:**

For art Programming in 8th District Parks from June - August 2025

**Amount:**

\$ 950.00

**Organization:**

Living Streets Lexington  
Alice Hilton  
504 Pyke Road  
Lexington, KY 40504

**Purpose:**

To support "The Paths We Chose: A Story of Policy, Infrastructure and Urban Transformation" a free community event with a moderated panel and a photo exhibit

**Amount:**

\$ 4,100.00

**Organization:**

Lexington Art League  
Seth Murphy  
209 Castlewood Drive  
Lexington, KY 40505

**Purpose:**

For a free community event, Reggae on the Northside, a part of Lexington Reggae Week and the Lexington Art League's 4th Friday series

**Amount:**

\$ 2,000.00

**Organization:**

Greater Gardenside Association  
Francisco Castro  
2351 Versailles Rd. Ste. 302  
Lexington, KY 40504

**Purpose:**

For the Gardenside at sunset event

**Amount:**

\$ 5,000.00

**Organization:**

Lexington Community Radio dba RadioLex

Mark Royse

PO Box 526

Lexington, KY 40588

**Purpose:**

To continue their bRd.casts of critical, public health and safety information in multiple languages assisting local and state public health and emergency management organizations

**Amount:**

\$ 2,900.00

**Organization:**

NABVETS Kentucky State Command Council Corp.

237 East 5th St.

Lexington, KY 40508

Dorothy Moore

**Purpose:**

For providing airfare for the guest speaker, Jackie Robinson, at the annual veterans recognition banquet

**Amount:**

\$ 558.00

**Organization:**

Frederick Douglass High School Cheerleader Booster Club

1033 Andover Forest Dr.

Lexington, KY 40509

Samantha Manning

**Purpose:**

For the costs of skill camps and regional/national competitions

**Amount:**

\$ 1,000.00

**Neighborhood Development Funds  
July 1, 2025  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 1,000.00</b>	Bryan Station Neighborhood Community Glenn Jones 677 Northside Dr. Lexington, KY 40505	For office supplies, neighborhood event supplies, and marketing
<b>\$ 1,000.00</b>	Project Kids First Nick Cooper 465 Curry Ave. Lexington, KY 40508	For their annual multicultural 4th of July celebration
<b>\$ 950.00</b>	On the Move Art Studio dba Art, Work, Empowerment, Inc. Josh Nadzam 3070 Lakecrest Circle Ste. 400-121 Lexington, KY 40513	For art programming in 8th District Parks from June - August 2025
<b>\$ 4,100.00</b>	Living Streets Lexington Alice Hilton 504 Pyke Road Lexington, KY 40504	To support "The Paths We Chose: A Story of Policy, Infrastructure and Urban Transformation" a free community event with a moderated panel and a photo exhibit
<b>\$ 2,000.00</b>	Lexington Art League Seth Murphy 209 Castlewood Drive Lexington, KY 40505	For a free community event, Reggae on the Northside, a part of Lexington Reggae Week and the Lexington Art League's 4th Friday series
<b>\$ 5,000.00</b>	Greater Gardenside Association Francisco Castro 2351 Versailles Rd. Ste. 302 Lexington, KY 40504	For the Gardenside at sunset event
<b>\$ 2,900.00</b>	Lexington Community Radio dba RadioLex Mark Royse PO Box 526 Lexington, KY 40588	To continue their broadcasts of critical, public health and safety information in multiple languages assisting local and state public health and emergency
<b>\$ 558.00</b>	NABVETS Kentucky State Command Council Corp. 237 East 5th St. Lexington, KY 40508 Dorothy Moore	For providing airfare for the guest speaker, Jackie Robinson, at the annual veterans recognition banquet
<b>\$ 1,000.00</b>	Frederick Douglass High School Cheerleader Booster Club 1033 Andover Forest Dr. Lexington, KY 40509 Samantha Manning	For the costs of skill camps and regional/national competitions



RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH BRYAN STATION NEIGHBORHOOD COMMUNITY INC. (\$1,000.00); PROJECT KIDS 1ST (\$1,000.00); ART, WORK, EMPOWERMENT, INC. (\$950.00); LIVING STREETS LEXINGTON INC. (\$4,100.00); LEXINGTON ART LEAGUE, INC. (\$2,000.00); GREATER GARDENSIDE ASSOCIATION, LLC (\$5,000.00); LEXINGTON COMMUNITY RADIO INC. (\$2,900.00); NABVETS KENTUCKY STATE COMMAND COUNCIL CORPORATION (\$558.00); AND FREDERICK DOUGLAS HIGH SCHOOL CHEERLEADERS BOOSTER CLUB CORPORATION (\$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 are attached hereto and incorporated herein by reference, with Bryan Station Neighborhood Community Inc.; Project Kids 1<sup>st</sup>; Art, Work, Empowerment, Inc.; Living Streets Lexington Inc.; Lexington Art League, Inc.; Greater Gardenside Association, LLC; Lexington Community Radio Inc.; NABVETS Kentucky State Command Council Corporation; And Frederick Douglas High School Cheerleader Booster Club Corporation, for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Bryan Station Neighborhood Community Inc. (\$1,000.00); Project Kids 1st (\$1,000.00); Art, Work, Empowerment, Inc. (\$950.00); Living Streets Lexington Inc. (\$4,100.00); Lexington Art League, Inc. (\$2,000.00); Greater Gardenside Association, LLC (\$5,000.00); Lexington Community Radio Inc. (\$2,900.00); NABVETS Kentucky State Command Council Corporation (\$558.00); And Frederick Douglas High School Cheerleader Booster Club Corporation (\$1,000.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

0669-25:TAH: 4927-1712-2641, v. 1

RESOLUTION NO. 357 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH BRYAN STATION NEIGHBORHOOD COMMUNITY INC. (\$1,000.00); PROJECT KIDS 1ST (\$1,000.00); ART, WORK, EMPOWERMENT, INC. (\$950.00); LIVING STREETS LEXINGTON INC. (\$4,100.00); LEXINGTON ART LEAGUE, INC. (\$2,000.00); GREATER GARDENSIDE ASSOCIATION, LLC (\$5,000.00); LEXINGTON COMMUNITY RADIO INC. (\$2,900.00); NABVETS KENTUCKY STATE COMMAND COUNCIL CORPORATION (\$558.00); AND FREDERICK DOUGLAS HIGH SCHOOL CHEERLEADERS BOOSTER CLUB CORPORATION (\$1,000.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Bryan Station Neighborhood Community Inc.; Project Kids 1<sup>st</sup>; Art, Work, Empowerment, Inc.; Living Streets Lexington Inc.; Lexington Art League, Inc.; Greater Gardenside Association, LLC; Lexington Community Radio Inc.; NABVETS Kentucky State Command Council Corporation; And Frederick Douglas High School Cheerleader Booster Club Corporation, for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Bryan Station Neighborhood Community Inc. (\$1,000.00); Project Kids 1st (\$1,000.00); Art, Work, Empowerment, Inc. (\$950.00); Living Streets Lexington Inc. (\$4,100.00); Lexington Art League, Inc. (\$2,000.00); Greater Gardenside Association, LLC (\$5,000.00); Lexington Community Radio Inc. (\$2,900.00); NABVETS Kentucky State Command Council Corporation (\$558.00); And Frederick Douglas High School Cheerleader Booster Club Corporation (\$1,000.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

  
MAYOR

ATTEST:  
  
CLERK OF URBAN COUNTY COUNCIL

## AGREEMENT

THIS AGREEMENT, made and entered into on the 15th day of July, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and NABVETS Kentucky State Command Council Corp. (Hereinafter "Organization"), of 237 East 5th St., Lexington, KY 40508, Fayette County.

## WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$558 (Five Hundred Fifty-Eight Dollars and Zero Cents) for the following lawful public purpose:

*[For providing airfare for the guest speaker, Jackie Robinson, at the annual veterans recognition banquet]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before August 16<sup>th</sup>, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Gray's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Dorothy Moore*  
(Dorothy Moore)  
(NABVETS Kentucky State Command Council Corp.)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 15th day of July, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Greater Gardenside Association (Hereinafter "Organization"), of 2351 Versailles Rd. Ste. 302, Lexington, KY 40504, Fayette County.

## WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$5,000 (Five Thousand Dollars and Zero Cents) for the following lawful public purpose:

*[For the Gardenside at sunset event]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before August 16<sup>th</sup>, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Sevigny's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Francisco Castro*  
(Francisco Castro)  
(Greater Gardenside Association)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 15th day of July, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Frederick Douglass High School Cheerleader Booster Club (Hereinafter "Organization"), of 1033 Andover Forest Dr., Lexington, KY 40509, Fayette County.

## WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1,000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

*[For the costs of skill camps and regional/national competitions]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before August 16<sup>th</sup>, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Gray's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Samantha Manning*  
(Samantha Manning)  
(Frederick Douglass High School Cheerleader Booster Club)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 15th day of July, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and On the Move Art Studio dba Art, Work, Empowerment, Inc. (Hereinafter "Organization"), of 3070 Lakecrest Circle Ste. 400-121, Lexington, KY 40513, Fayette County.

## WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$950 (Nine Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

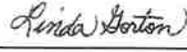
*[For art programming in 8th District Parks from June - August 2025]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before August 16<sup>th</sup>, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Beasley's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By:   
Linca Gorton, MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

By:   
(Josh Naczam)  
(On the Move Art Studio dba Art, Work, Empowerment, Inc.)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 15th day of July, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Community Radio dba RadioLex (Hereinafter "Organization"), of PO Box 526, Lexington, KY 40588, Fayette County.

## WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$2,900 (Two Thousand Nine Hundred Dollars and Zero Cents) for the following lawful public purpose:

*[To continue their broadcasts of critical, public health and safety information in multiple languages assisting local and state public health and emergency management organizations]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before August 16<sup>th</sup>, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Reynolds's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

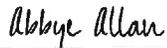
5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By:   
Linda Gorton, MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

By:   
(Mark Royse)  
(Lexington Community Radio dba RadioLex)

AGREEMENT

THIS AGREEMENT, made and entered into on the 15th day of July, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Project Kids First (Hereinafter "Organization"), of 465 Curry Ave., Lexington, KY 40508, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1,000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

*[For their annual multicultural 4th of July celebration]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before August 16<sup>th</sup>, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Reynolds's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Nick Cooper*  
(Nick Cooper)  
(Project Kids First)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 15th day of July, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Living Streets Lexington (Hereinafter "Organization"), of 504 Pyke Road, Lexington, KY 40504, Fayette County.

## WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$4,100 (Four Thousand One Hundred Dollars and Zero Cents) for the following lawful public purpose:

*[To support "The Paths We Chose: A Story of Policy, Infrastructure and Urban Transformation" a free community event with a moderated panel and a photo exhibit]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before August 16<sup>th</sup>, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Wu's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Alice Hilton*  
(Alice Hilton)  
(Living Streets Lexington)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 15th day of July, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Art League (Hereinafter "Organization"), of 209 Castlewood Drive, Lexington, KY 40505, Fayette County.

## WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$2,000 (Two Thousand Dollars and Zero Cents) for the following lawful public purpose:

*[For a free community event, Reggae on the Northside, a part of Lexington Reggae Week and the Lexington Art League's 4th Friday series]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before August 16<sup>th</sup>, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Wu's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: \_\_\_\_\_  
(Seth Murphy)  
(Lexington Art League)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 15th day of July, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Bryan Station Neighborhood Community (Hereinafter "Organization"), of 677 Northside Dr., Lexington, KY 40505, Fayette County.

## WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1,000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

*[For office supplies, neighborhood event supplies, and marketing]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before August 16<sup>th</sup>, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Gray's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abby Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Glenn Jones*  
(Glenn Jones)  
(Bryan Station Neighborhood Community)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0673-25**

**File ID:** 0673-25

**Type:** Summary

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/26/2025

**File Name:** Summary: General Government and Planning Committee, May 6, 2025

**Final Action:**

**Title:** Summary: General Government and Planning Committee, May 6, 2025

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 5.6.25 GGP 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 0673-25

Title

Summary: General Government and Planning Committee, May 6, 2025



## General Government & Planning (GGP) Committee

May 6, 2025

### Summary and Motions

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Chair Liz Sheehan called the meeting to order at 1:00 p.m.

Committee members Liz Sheehan, Dan Wu, James Brown, Chuck Ellinger II, Shayla Lynch, Hannah LeGris, Emma Curtis, Whitey Elliott Baxter, Dave Sevigny, and Jennifer Reynolds were present. Council members Tyler Morton, Denise Gray, Joseph Hale, Hil Boone, and Amy Beasley were present as non-voting members.

#### **I. APPROVAL OF MARCH 4, 2025 COMMITTEE SUMMARY** (Sheehan)

Elloitt Baxter motioned to approve the March 4, 2025 General Government and Planning Committee Summary. Seconded by Ellinger. The motion passed unanimously.

#### **II. EFFICIENCIES IN OUR DEVELOPMENT PROCESSES AND COMPLIANCE WITH HB 443** (Brown)

Daniel Crum, Planner Principal in the Division of Planning, presented on the item. Crum reminded the committee that the Kentucky Legislature introduced and approved this new section of KRS Chapter 100 during the 2024 legislative session. With an effective date of July 1, 2025, the new section requires that local laws governing subdivision plats and development plans be established by objective standards and applied in a ministerial manner, and to outline conditions for the application of discretion.

Defining key terms and phrases in this legislation is necessary. “Objective standards” are measurable, specific, unbiased, and equitable. “Applied ministerially” means an administrative act carried out in a prescribed manner, not allowing for personal discretion. “Set out conditions for application of discretion” means establishing parameters for when the Planning Commission would utilize discretion, like that of a waiver of the Land Subdivision Regulations.

Preliminary Development Plans with a Zone Change will not see any changes with this legislation. Final Development Plans will not see any changes with the Application, Staff Review, or Technical Review Committee steps. However, the Planning Commission Review would only occur for a waiver or deviation of the standards, or if a requirement would pose a specific threat to public health, safety, or welfare in the affected area.

Crum gave an overview of the proposed changes, which include updating zoning ordinance definitions for clarity, consistency, and to address process changes; removing subjective criteria and processes and replacing them with objective criteria; creating objective standards in the Zoning Ordinance for items that traditionally were part of other Divisions’ sign-off processes (DES, Traffic Engineering, etc.); reducing the number of items that require hearings; and implementing an updated Development Plan process. A mandatory shift to a ministerial process removes discretion, as well as the ability to consider public comment in the review of Final Development Plans/Plats. Review of the plans becomes a staff-

level item, unless the applicant requests waivers or a specific health, safety, or welfare concern is identified. The public is still able to provide feedback at the plan-making stage, the policy-making stage, with Preliminary Development Plans, and during the waiver review process, as well as the review of projects forwarded to the Planning Commission due to a specific Health, Safety, or Welfare concern raised by staff.

Planning Staff met in person with various stakeholder groups, mailed notices to the 280 active neighborhood associations, and received written submissions from community members through email. In response to public feedback, staff eliminated portions of the text that did not have a direct bearing on HB 443 and provisions that were not previously being applied or reviewed during the current sign-off process. They further streamlined the review process by eliminating unnecessary pre-application requirements and editing the text for consistency and clarity.

Crum let the committee know that the Planning Commission held public hearings on March 27, 2025, and on April 10, 2025. During both hearings, most speakers expressed concern with public input opportunities, as well as the portions of the text that codify the sign-off standards. The Planning Commission recommended approval of the Staff Alternative language with only minor revisions. Additionally, the commission issued a strong recommendation for the Council to consider opportunities for public comment and participation.

Committee members raised several questions and concerns, and some plan to make motions to amend. CM Brown said he would like to review at the 6-month and 1-year mark. Discussion of ZOTA-25-00001: Ministerial Review of Development Plans will occur at today's Work Session. Amendments and further discussion will be made at that time.

The committee took no action.

### **III. LEXINGTON'S PRESERVATION & GROWTH MANAGEMENT PROGRAM (LPGMP) (Wu)**

VM Wu, item sponsor, informed the committee and the public that the LPGMP presentation will now be heard on Thursday, May 8, at the Council's Quarterly Committee of the Whole meeting, which will be held in the Council Chamber. An official meeting notice will be sent.

The committee took no action.

### **IV. SOLAR ENERGY SYSTEMS (ZOTA-23-00004) (Sheehan/Sevigny)**

Chair Sheehan informed the committee and the public that the Solar Energy Systems (ZOTA-24-00003) presentation will be first on the meeting agenda for the Tuesday, July 1 committee meeting.

The committee took no action.

### **V. ITEMS REFERRED TO COMMITTEE (Sheehan)**

The committee took no action.

Chair Sheehan adjourned the meeting at 2:48 p.m.



# 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: 0595-25**

**File ID:** 0595-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/10/2025

**File Name:** KU Easement at Coldstream Park

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a deed of easement with Ky. Utilities Co., granting an electric line easement across a portion of the property located at Coldstream Park, and further authorizing the Mayor to execute any other documents necessary to transfer the easement, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

**Notes:** Easement CLIOO stamped and filed in the CCO. Returned to Roger Daman 7/8/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Bluesheet memo - Coldstream KU Easement 6.10.25 - signed, (2)FINAL (KU - LFUCG) Easement 1850 Pisacano, RESO 0595-25 KU Coldstream Easement 4905-4303-0097 v.1.docx, R-338-2025, 8627 - 338-2025 - DEED - - CLK - LFUCG Contracts-Deeds - 7-10-2025

**Enactment Number:** R-338-2025

**Deed #:** 8627

**Hearing Date:**

**Drafter:** Abby Kerins

**Effective Date:**

**History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

**Text of Legislative File 0595-25**

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a deed of easement with Ky. Utilities Co., granting an electric line easement across a

portion of the property located at Coldstream Park, and further authorizing the Mayor to execute any other documents necessary to transfer the easement, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

**Summary**

Authorization to convey a permanent utility easement to Kentucky Utilities in Coldstream Park to upgrade electrical services. No Budgetary impact. (L0595-25)(Conrad/Ford)

Budgetary Implications [select]: No

Advance Document Review:

**Law:** Yes, Completed by Tiffany Amber Holskey, 06/09/2025

**Risk Management:** No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact:

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:



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

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

**DATE:** June 10, 2025

**SUBJECT:** Permanent easement to Kentucky Utilities at Coldstream Park

**Request:**

Council Authorization to convey a permanent utility easement to Kentucky Utilities in Coldstream Park.

**Purpose:**

Kentucky Utilities has requested a permanent utility easement in Coldstream Park to upgrade electrical services. The electric line within this proposed easement will run underground through the existing dog park and has no negative impact on park use.

**Budgetary Implication:**

Parks and Recreation is not requesting any payment from Kentucky Utilities for this easement.

**Are the funds budgeted?**

N/A

**File Number:** 0595-25

**Director/Commissioner:** Monica Conrad/Chris Ford



# DEED OF EASEMENT

The undersigned, **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, of 200 East Main Street, Lexington, KY 40507 (“Grantor”), for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), does hereby give, grant and convey unto **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, with a mailing address of One Quality Street, Lexington, KY 40507, its successors and assigns (“Company”), the right, power, and privilege to construct, reconstruct, operate, and maintain an electric line or lines, communications systems, and all equipment and facilities related thereto, on, over, and under upon the following tract of land more particularly described as follows, to wit:

**Electric Line Easement**  
**A portion of 1850 Pisacano Drive, Lexington, KY 40511**  
**PVA Parcel No. 10056570**

**The electric easement is twenty feet (20’) in width with the centerline being described as follows: Being in the KY State Plane North Zone (NAD-83) and beginning at existing Kentucky Utilities facilities at point 217679.56 Northing, 1571973.046 Easting, thence running east approximately 405’ and terminating at point 217682.34 Northing, 1572378.801 Easting.**

Grantor further grants and conveys to the Company the right to trim, remove, and otherwise control any and all trees and other vegetation located on said easement or located within **10** feet of the centerline of the Company’s facilities; furthermore, the Company is granted the right to trim or remove any trees that, in the Company’s judgment, are at risk of falling in a manner that could pose a risk to Company’s facilities or might otherwise interfere with the operation and maintenance of said facilities.

Further, for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), Grantor does hereby give, grant, and convey unto Company the right of reasonable ingress and egress over the lands of Grantor to and from said facilities in the exercise of this easement, provided, however, that in exercising such right of ingress and egress, the Company will use regularly established roads or passageways, unless said roads or passageways do not exist.

Return to: Tiffany Amber Holskey, Attorney  
LFUCG-Department of Law  
200 E. Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

The Grantor, their successors, heirs or assigns, may use and enjoy the lands crossed by this easement, except, however, that such use shall not conflict with any of the rights and privileges herein granted. In particular, but by no way of limitation, Grantor shall not conduct any activities that restrict Company's access to its facilities or result in violations of applicable laws and regulations, such as structures or swimming pools that violate clearance requirements to electrical facilities. Company consents to the placement of all structures that preexist this deed of easement, including, but not limited to, the current fencing.

It is further agreed that the Company will restore the property to substantially the same condition that the property was in prior to installation, maintenance, or repair of the electric facilities, except that the Company will not restore or be liable for any damage for trimming, removing, or otherwise controlling trees or vegetation as permitted by this easement.

Title to the property was acquired by the Grantor by Deed dated December 9, 1991, and recorded in Deed Book 1744, Page 630, in the County Clerk's Office of Fayette County, Kentucky which reference is hereby specifically made for the description therein contained.

The obtaining of this easement was authorized by Resolution \_\_\_\_-2025, passed by the Lexington-Fayette Urban County Council on \_\_\_\_\_, 2025. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

IN WITNESS WHEREOF, the Parties have signed this Deed of Easement, this \_\_\_\_day of \_\_\_\_\_, 2025.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**KENTUCKY UTILITIES COMPANY**

\_\_\_\_\_  
**Name**  
**Title**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_(print), a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument was acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_(title) of Kentucky Utilities Company, to be their free act and voluntary deed.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**Notary Number:** \_\_\_\_\_

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

\_\_\_\_\_  
**Linda Gorton, Mayor**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_(print), a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument was acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_(title) of Lexington-Fayette Urban County Government, to be their free act and voluntary deed.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**Notary Number:** \_\_\_\_\_

Prepared by:

Work Request # 7647829

\_\_\_\_\_  
Joe Mandlehr, Corporate  
Attorney PPL Services  
Corporation  
820 West Broadway, Louisville, KY 40202

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A DEED OF EASEMENT WITH KENTUCKY UTILITIES COMPANY, GRANTING AN ELECTRIC LINE EASEMENT ACROSS A PORTION OF THE PROPERTY LOCATED AT COLDSTREAM PARK, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY TO TRANSFER THE EASEMENT, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the deed of easement, which is attached hereto and incorporated herein by reference, with Kentucky Utilities Company, granting an electric line easement across a portion of the property located at Coldstream Park, and further authorizing the Mayor to execute any other documents necessary to transfer the easement, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

0595-25:TAH:4905-4303-0097, v. 1

RESOLUTION NO. 338 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A DEED OF EASEMENT WITH KENTUCKY UTILITIES COMPANY, GRANTING AN ELECTRIC LINE EASEMENT ACROSS A PORTION OF THE PROPERTY LOCATED AT COLDSTREAM PARK, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY TO TRANSFER THE EASEMENT, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the deed of easement, which is attached hereto and incorporated herein by reference, with Kentucky Utilities Company, granting an electric line easement across a portion of the property located at Coldstream Park, and further authorizing the Mayor to execute any other documents necessary to transfer the easement, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

Linda Gorton  
MAYOR

ATTEST:  
[Signature]  
CLERK OF URBAN COUNTY COUNCIL  
0595-25:TAH:4905-4303-0097, v. 1

## DEED OF EASEMENT

The undersigned, **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, of 200 East Main Street, Lexington, KY 40507 ("Grantor"), for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), does hereby give, grant and convey unto **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, with a mailing address of One Quality Street, Lexington, KY 40507, its successors and assigns ("Company"), the right, power, and privilege to construct, reconstruct, operate, and maintain an electric line or lines, communications systems, and all equipment and facilities related thereto, on, over, and under upon the following tract of land more particularly described as follows, to wit:

**Electric Line Easement**  
**A portion of 1850 Pisacano Drive, Lexington, KY 40511**  
**PVA Parcel No. 10056570**

**The electric easement is twenty feet (20') in width with the centerline being described as follows: Being in the KY State Plane North Zone (NAD-83) and beginning at existing Kentucky Utilities facilities at point 217679.56 Northing, 1571973.046 Easting, thence running east approximately 405' and terminating at point 217682.34 Northing, 1572378.801 Easting.**

Grantor further grants and conveys to the Company the right to trim, remove, and otherwise control any and all trees and other vegetation located on said easement or located within 10 feet of the centerline of the Company's facilities; furthermore, the Company is granted the right to trim or remove any trees that, in the Company's judgment, are at risk of falling in a manner that could pose a risk to Company's facilities or might otherwise interfere with the operation and maintenance of said facilities.

Further, for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), Grantor does hereby give, grant, and convey unto Company the right of reasonable ingress and egress over the lands of Grantor to and from said facilities in the exercise of this easement, provided, however, that in exercising such right of ingress and egress, the Company will use regularly established roads or passageways, unless said roads or passageways do not exist.

Return to: Tiffany Amber Holskey, Attorney  
LFUCG-Department of Law  
200 E. Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

Business Use

The Grantor, their successors, heirs or assigns, may use and enjoy the lands crossed by this easement, except, however, that such use shall not conflict with any of the rights and privileges herein granted. In particular, but by no way of limitation, Grantor shall not conduct any activities that restrict Company's access to its facilities or result in violations of applicable laws and regulations, such as structures or swimming pools that violate clearance requirements to electrical facilities. Company consents to the placement of all structures that preexist this deed of easement, including, but not limited to, the current fencing.

It is further agreed that the Company will restore the property to substantially the same condition that the property was in prior to installation, maintenance, or repair of the electric facilities, except that the Company will not restore or be liable for any damage for trimming, removing, or otherwise controlling trees or vegetation as permitted by this easement.

Title to the property was acquired by the Grantor by Deed dated December 9, 1991, and recorded in Deed Book 1744, Page 630, in the County Clerk's Office of Fayette County, Kentucky which reference is hereby specifically made for the description therein contained.

The obtaining of this easement was authorized by Resolution \_\_\_\_-2025, passed by the Lexington-Fayette Urban County Council on \_\_\_\_\_, 2025. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

IN WITNESS WHEREOF, the Parties have signed this Deed of Easement, this \_\_\_\_ day of \_\_\_\_\_, 2025.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

KENTUCKY UTILITIES COMPANY

Jordan Kiser  
Name Jordan Kiser  
Title Right of Way Agent

STATE OF Kentucky

COUNTY OF Fayette

I, Bryon Hughes (print), a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument was acknowledged, subscribed, and sworn to before me this 16th day of June, 2025, by Jordan Kiser as Right of Way Agent (title) of Kentucky Utilities Company, to be their free act and voluntary deed.

My commission expires August 7, 2026.

WITNESS MY HAND this 16th day of June, 2025.

Bryon Hughes  
NOTARY PUBLIC

Notary Number: KYNP 55343

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

Linda Gorton  
Linda Gorton, Mayor

STATE OF Kentucky  
COUNTY OF Fayette

I, Mackenzie Stock (print), a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument was acknowledged, subscribed, and sworn to before me this 3 day of July, 2025, by Linda Gorton as Mayor (title) of Lexington-Fayette Urban County Government, to be their free act and voluntary deed.

My commission expires 11/20, 2027.

WITNESS MY HAND this 3<sup>rd</sup> day of July, 2025.

Mackenzie Stock  
NOTARY PUBLIC

Notary Number: KYNPE2853

Prepared by:

Joe Mandlehr

Work Request # 7647829

Joe Mandlehr, Corporate Attorney  
PPL Services Corporation  
820 West Broadway, Louisville, KY 40202

Business Use



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0607-25**

**File ID:** 0607-25

**Type:** Ordinance

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/12/2025

**File Name:** 26-0001a - Authorize Strength FY26 Positions

**Final Action:** 07/01/2025

**Title:** An Ordinance amending the Classified Civil Service authorized strength by creating one (1) classified position of Engineering Technician Sr., Grade 517N, in the Div. of Streets and Roads, and amending the Unclassified Civil Service authorized strength by creating one (1) unclassified position of Administrative Specialist Sr., Grade 518N, in the office of the Mayor, all effective as of July 1, 2025. [Div. of Human Resources, George]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Bluesheet Memo - 26-0001a, From to 26.0001a, ORD 0607-25 4934-3208-9170 v.1.docx, O-051-2025

**Enactment Number:** O-051-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Alana Morton

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0607-25

#### Title

An Ordinance amending the Classified Civil Service authorized strength by creating one (1) classified position of Engineering Technician Sr., Grade 517N, in the Div. of Streets and Roads, and amending the Unclassified Civil Service authorized strength by creating one (1) unclassified position of Administrative Specialist Sr., Grade 518N, in the office of the Mayor,

all effective as of July 1, 2025. [Div. of Human Resources, George]

**Summary**

Authorization to amend the classified and Unclassified Civil Service authorized strength by creating one (1) Classified Civil Service Position of Engineering Technician Sr. (Grade 517N) in the Division of Streets and Roads and creating one (1) Unclassified Civil Service Position of Administrative Specialist Sr., (Grade 518N) in the Office of the Mayor, effective July 1, 2025. Funding for these positions is included in the FY 2026 approved Budget. (L0607-25) (George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

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

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

Fully Budgeted [select]: Yes

Account Number:

This Fiscal Year Impact:       \$

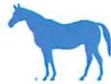
Annual Impact:       \$

Project:

Activity:

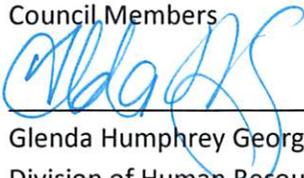
Budget Reference:

Current Balance:



MEMORANDUM

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

**FROM:**   
Glenda Humphrey George, Director  
Division of Human Resources

**DATE:** June 13, 2025

**RE:** Amendment to Authorized Strength - FY 2026 Budget

The attached action is requesting authorization to amend the classified and unclassified civil service authorized strength as follows:

In the classified civil service authorized strength:

- Create one (1) classified civil service position of Engineering Technician Sr. (Grade 517N) in the Division of Streets and Roads, effective July 1, 2025.

In the unclassified civil service authorized strength:

- Create one (1) unclassified civil service position of Administrative Specialist Sr., (Grade 518N) in the Office of the Mayor, effective July 1, 2025.

Funding for these positions is included in the FY 2026 approved budget.

**File Number:** 0607.25

**Director/Commissioner:** Glenda Humphrey George/Sally Hamilton

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



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 6/13/25

Classified Civil Service

Changes From:

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary	Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<b>Division of Streets and Roads (330)</b>								<b>Division of Streets and Roads (330)</b>							
----	----	----	----	----	----	----	----	330.026	1	424	517N	Engineering Technician Sr.	----	----	----

Unclassified Civil Service

Changes From:

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary	Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<b>Office of the Mayor (035)</b>								<b>Office of the Mayor (035)</b>							
035.055	2	110	518N	Administrative Specialist Sr.	----	----	----	035.055	3	110	518N	Administrative Specialist Sr.	----	----	----

ORDINANCE NO. \_\_\_\_\_ - 2025

AN ORDINANCE AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ENGINEERING TECHNICIAN SR., GRADE 517N, IN THE DIVISION OF STREETS AND ROADS, AND AMENDING THE UNCLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) UNCLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST SR., GRADE 518N, IN THE OFFICE OF THE MAYOR, ALL EFFECTIVE AS OF JULY 1, 2025.

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

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

330.026      1      424    517N      Engineering Technician Sr.

Section 2 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is amended to read as follows:

035.055      3      110    518N      Administrative Specialist Sr.

Section 3 – That this Ordinance shall become effective as of July 1, 2025.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL  
PUBLISHED:

0607-25:TAH:4934-3208-9170, v. 1

ORDINANCE NO. 051 - 2025

AN ORDINANCE AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ENGINEERING TECHNICIAN SR., GRADE 517N, IN THE DIVISION OF STREETS AND ROADS, AND AMENDING THE UNCLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) UNCLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST SR., GRADE 518N, IN THE OFFICE OF THE MAYOR, ALL EFFECTIVE AS OF JULY 1, 2025.

---

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

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

330.026      1      424    517N      Engineering Technician Sr.

Section 2 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is amended to read as follows:

035.055      3      110    518N      Administrative Specialist Sr.

Section 3 – That this Ordinance shall become effective as of July 1, 2025.

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Rinda Gorton*

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MAYOR

ATTEST:

*[Signature]*

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CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: July 11, 2025-1t

0607-25:TAH:4934-3208-9170, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0608-25**

**File ID:** 0608-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 219-2025

**In Control:** Urban County Council

**File Created:** 06/12/2025

**File Name:** 26-0005 Purchasing Power

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Purchasing Power, LLC, to provide a new voluntary benefit which will allow employees to purchase various products from Purchasing Power, LLC through payroll deductions, at no cost to the Urban County Government. [Div. of Human Resources, George]

**Notes:** DO NOT EXECUTE WITHOUT SALLY'S PERMISSION!!!!!!!!!!!!

RIO 7/3/2025. MS DID NOT EXECUTE

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Bluesheet Memo 26-0005, Purchasing Power Agreement, RESO 0608-25 Purchasing Power Agreement 4921-8965-7938 v.1.docx, R-339-2025, Contract#219-2025

**Enactment Number:** R-339-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Alana Morton

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0608-25

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Purchasing Power, LLC, to provide a new voluntary benefit which will

allow employees to purchase various products from Purchasing Power, LLC through payroll deductions, at no cost to the Urban County Government. [Div. of Human Resources, George]

**Summary**

Authorization to execute an Agreement with Purchasing Power, LLC to provide a new voluntary benefit which will allow employees to purchase computers, electronics, home appliances, furnishings and other products from Purchasing Power, LLC through payroll deductions, at no cost to LFUCG. (L0608-25) (George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

**Law:** { Select Yes, Completed by Gabriel Thatcher, June 10, 2025

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Linda Gorton, Mayor  
Members, Urban County Council

FROM: Glenda Humphrey George, Director  
Division of Human Resources

DATE: June 23, 2025

RE: New Voluntary Benefit – Purchasing Power

Council authorization is requested to execute an agreement with Purchasing Power, LLC to provide a new voluntary benefit which will allow employees to purchase computers, electronics, home appliances, furnishings and other products from Purchasing Power, LLC through payroll deductions.

Employees eligible to use this benefit must have a minimum annual salary of \$30,000 and have been employed for at least twelve months. No credit check is required, and employees may only spend between 7-9% of their annual salary. If an employee separates from service, it is the responsibility of the vendor to collect any outstanding balances.

There is no cost to the Government for providing this benefit to employees. Both Baptist Health and Toyota offer this benefit to their employees as well as Louisville Metro Government.

If you have any questions, please let me know.

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Glenda Humphrey George, Director  
Division of Human Resources





AGREEMENT FOR PAYROLL DEDUCTION PURCHASE PROGRAM  
BETWEEN

PURCHASING POWER, LLC and EMPLOYER (as identified on page 1 of application)

Employer agrees to establish a voluntary employee purchase program (the "Program") under which its eligible employees ("Employees") may purchase computers, electronics, home appliances, furnishings, and other products from Purchasing Power, LLC (hereinafter referred to as "PP") and make payments for their purchases over time by payroll deduction. Accordingly, Employer and PP agree as follows (wherever Employer or PP are mentioned, it shall also include their designated administrator/agent/representative(s)):

1. **TURNOVER/ELIGIBILITY.** Employer agrees to provide PP with data concerning turnover and employees which will allow PP to set reasonable eligibility/participation criteria, authenticate eligible Employees and administer the Program. Turnover data will be provided in the initial application and upon request on an annual basis, and eligibility data will be provided on the frequency mutually agreed during implementation of the Program (weekly preferred but at least monthly). All such data received from Employer shall be held in strict confidence in accordance with Section 8 below.

2. **PROGRAM AWARENESS.** PP will generate awareness of the Program for eligible Employees via print and digital methods and select events. A launch communications plan for Employees shall be mutually agreed during the implementation process which may include the methods set forth on the attached Addendum A, provided that such plans will include, at a minimum, cobranded email messages and print materials to inform and educate Employees about the Program. From time to time PP may refer to Employer as its client in individual sales presentations to potential clients, *provided, however*, that PP will not list Employer on its website, reference Employer in any press release or make any other public announcement referencing Employer. All other communications/materials using the Employer's name and/or logo will require Employer's prior approval, provided that such approval may be provided to PP during an annual planning session.

3. **PAYROLL DEDUCTION.** Employer agrees to honor and administer all requests from Employees (a "Participant") for periodic payroll deductions on all pay cycles for the payment of purchases as specified by Participant, whether the request comes from the Participant directly or through a designated administrator/agent.

4. **REPORTING.** PP agrees to submit to Employer periodic statements indicating the payment amounts to be deducted from each Participant's payroll. Employer agrees to withhold deductions authorized by its Employee/Participants and to remit to PP all payroll deductions accumulated on behalf of each Participant in the amounts indicated in their periodic statements furnished to Employer by PP. All deductions will be remitted to PP as soon as possible after the respective payroll date and on the schedule established during the implementation process, but no later than thirty (30) days after the respective payroll date. Deductions missed because of insufficient pay, leave of absence, or termination will be administered in accordance with applicable law, payroll system capabilities and policies established during the implementation process.

5. **TERM/TERMINATION.** The term of this Agreement shall be for one year and shall automatically renew for one-year periods on the anniversary date hereof unless a party provides ninety (90) days' prior written notice of non-renewal to the other party at the address set forth below or current business address to the attention of the Chief Legal Officer/General Counsel. Following PP's receipt of any notice of non-renewal or termination, PP may stop accepting new orders from Employees, and following the effective date of any non-renewal or termination by either party, PP shall immediately stop accepting new orders from Employees and Employer agrees to continue processing deductions for those purchases made prior to non-renewal or termination of this Agreement until paid in full.

6. **NOTIFICATION.** If an Employee is not eligible for payroll deductions or terminated from his or her employment, Employer agrees to notify PP as soon as reasonably practical (typically by providing an updated eligibility file to PP before next pay cycle).

7. **RESPONSIBILITY.** Employer is not responsible for the payment of any Employee/Participant purchase after the termination of employment, *provided*, that all or substantially all of the Employees were not terminated in connection with an asset sale, acquisition or business combination of Employer. Employer shall be responsible for all funds which were or should have been deducted from such Employee's/Participant's payroll prior to the date of such termination. Employer assumes no other responsibility except as stated herein.

8. **CONFIDENTIALITY.** PP agrees that all information, records and other material provided by Employer in connection with the implementation and performance of the Program, including information and records concerning the Employees of Employer, shall be treated as the proprietary and confidential information of Employer, and PP, its employees and officers will not disclose any such confidential and proprietary information to any other person without the express prior written consent of Employer, except as necessary or appropriate in accordance with the provisions hereunder, to facilitate financing transactions or as required by law or regulation.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

Employer: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Contract Version: 1/1/2025

Purchasing Power, LLC

By: Assad Lazarus

Name: Assad Lazarus

Title: Chief Commercial Officer

Date: 06/09/2025

2727 Paces Ferry Road SE  
Building 2, Suite 1200  
Atlanta, Georgia 30339  
(404) 609-5100

## Addendum A: Awareness/Communication

Employer and PP will work together to generate Program awareness through several co-branded methods, which include the following. Costs for these programs will be covered by PP.

### Launch Awareness

- On-site collateral: Co-branded or PP branded communication materials to be posted on-site to introduce PP as a new voluntary benefit (posters, flyers, floor decals, in-person awareness support)
- Direct mail: A Co-branded or PP branded Client Launch 3-piece mailer series and automated newly eligible mailer for distribution to the homes of eligible employees explaining the Program
- Launch Email: Co-branded ‘Coming Soon’ and ‘Launch Announcement’ email to be sent by the Employer to the employee population announcing the new benefit
- Benefit Portal/Intranet: Inclusion in the Employers Benefit Portal and internal communication channels (as applicable); placement and wording will be mutually agreed upon.
- Webinar Training: webinar & collateral explaining PP to Employer HR business partners
- Program Launch contests/campaigns: Programs mutually agreed upon to generate awareness

### Launch Communication Timelines

Days Prior to Launch	Audience
<b>45 days prior</b>	Communication to HR Leadership announcing Program and communication plan
<b>30 days prior - up to 3 sessions</b>	WebEx Communications to HR business partners; Review and Approval target for Direct Mail Series
<b>15 days prior</b>	Pre-Launch email reminder to HR, People Leaders, Supervisors
<b>5 days prior</b>	Email – Pre-announcement to Employees, “Coming Soon...”
<b>Day of launch</b>	Welcome Email announcement to Employees
<b>Week of launch</b>	Initial New Client Launch Direct Mail Piece to hit homes Followed by Piece B and Piece C in the next four-month period

### Ongoing Awareness/Communication (costs are covered by PP)

Employer will participate in the following Awareness Program:

- Direct mail: Co-branded or PP branded Program Awareness mailers sent throughout the year (e.g., Holiday season, Spring campaign, Back-to-School, new eligible employees, etc.)
- Annual enrollment: include the Program in Employer’s annual enrollment process

Employer may also participate in the following Awareness Programs:

- Financial Wellness education/awareness ongoing communications
- Webinars: Live or recorded webinars explaining Purchasing Power (PP) to employees
- Benefits Packets: PP information included in any distributed (hard copy or digital) benefits packets
- On-site Events/Benefit Fairs: PP may provide on-site representation with giveaways, communications collateral and/or materials as mutually agreed by the parties.
- Program Participation: PP will be open to participating and adding value to Employer programs including Volunteer Days, Return-to-Office, Charity Events, Wellness Programs, etc.

The Employer understands and agrees that Purchasing Power may utilize segmentation and testing methodologies to deliver the most relevant content and offers to individual Employees. Purchasing Power may decide to limit the amount of communications to Employees that appear to be less likely to utilize the Program through data modeling (including skipping mailings) and may utilize other means for communicating the Program to the general employee populations.

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH PURCHASING POWER, LLC, TO PROVIDE A NEW VOLUNTARY BENEFIT WHICH WILL ALLOW EMPLOYEES TO PURCHASE VARIOUS PRODUCTS FROM PURCHASING POWER, LLC THROUGH PAYROLL DEDUCTIONS, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with Purchasing Power, LLC, to provide a voluntary benefit which will allow employees to purchase products from Purchasing Power, LLC through payroll deductions, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

608-25:GET: 4921-8965-7938, v. 1

RESOLUTION NO. 339 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH PURCHASING POWER, LLC, TO PROVIDE A NEW VOLUNTARY BENEFIT WHICH WILL ALLOW EMPLOYEES TO PURCHASE VARIOUS PRODUCTS FROM PURCHASING POWER, LLC THROUGH PAYROLL DEDUCTIONS, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with Purchasing Power, LLC, to provide a voluntary benefit which will allow employees to purchase products from Purchasing Power, LLC through payroll deductions, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

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MAYOR

ATTEST:

*Shelan*

---

CLERK OF URBAN COUNTY COUNCIL

608-25:GET: 4921-8965-7938, v. 1



AGREEMENT FOR PAYROLL DEDUCTION PURCHASE PROGRAM  
BETWEEN

PURCHASING POWER, LLC and EMPLOYER (as identified on page 1 of application)

Employer agrees to establish a voluntary employee purchase program (the "Program") under which its Eligible Employees (as defined below) may purchase computers, electronics, home appliances, furnishings, and other products from Purchasing Power, LLC (hereinafter referred to as "PP") and make payments for their purchases over time by payroll deduction. Accordingly, Employer and PP agree as follows (wherever Employer or PP are mentioned, it shall also include their designated administrator/agent/representative(s)):

1. **TURNOVER/ELIGIBILITY.** PP agrees that prior to Employer providing any data or information regarding individual employees, Employer will provide employees with an opportunity to opt-out of the Program. "Eligible Employee" as defined herein shall mean those employees that do not opt-out of participation in the Program. Employer agrees to provide PP with data concerning turnover and Eligible Employees (subject to opt-out as described above) which will allow PP to set reasonable eligibility/participation criteria, authenticate Eligible Employees and administer the Program. Turnover data will be provided in the initial application and upon request on an annual basis, and eligibility data will be provided on the frequency mutually agreed during implementation of the Program (weekly preferred but at least monthly). All such data received from Employer shall be held in strict confidence in accordance with Section 8 below.

2. **PROGRAM AWARENESS.** PP will generate awareness of the Program for Eligible Employees via print and digital methods and select events. A launch communications plan for Eligible Employees shall be mutually agreed during the implementation process which may include the methods set forth on the attached Addendum A, provided that such plans will include, at a minimum, cobranded email messages and print materials to inform and educate Eligible Employees about the Program. PP agrees that Employer will be responsible for sending mailers to Eligible Employees at least three (and preferably five) times per year. From time to time PP may refer to Employer as its client in individual sales presentations to potential clients, *provided, however*, that PP will not list Employer on its website, reference Employer in any press release or make any other public announcement referencing Employer. All other communications/materials using the Employer's name and/or logo will require Employer's prior approval, provided that such approval may be provided to PP during an annual planning session.

3. **PAYROLL DEDUCTION.** Employer agrees to honor and administer all requests from Eligible Employees (a "Participant") for periodic payroll deductions on all pay cycles for the payment of purchases as specified by Participant, whether the request comes from the Participant directly or through a designated administrator/agent.

4. **REPORTING.** PP agrees to submit to Employer periodic statements indicating the payment amounts to be deducted from each Participant's payroll. Employer agrees to withhold deductions authorized by its Eligible Employee/Participants and to remit to PP all payroll deductions accumulated on behalf of each Participant in the amounts indicated in their periodic statements furnished to Employer by PP. All deductions will be remitted to PP as soon as possible after the respective payroll date and on the schedule established during the implementation process, but no later than thirty (30) days after the respective payroll date. Deductions missed because of insufficient pay, leave of absence, or termination will be administered in accordance with applicable law, payroll system capabilities and policies established during the implementation process.

5. **TERM/TERMINATION.** The term of this Agreement shall be for one year and shall automatically renew for one-year periods on the anniversary date hereof unless a party provides ninety (90) days' prior written notice of non-renewal to the other party at the address set forth below or current business address to the attention of the Chief Legal Officer/General Counsel. Following PP's receipt of any notice of non-renewal or termination, PP may stop accepting new orders from Eligible Employees, and following the effective date of any non-renewal or termination by either party, PP shall immediately stop accepting new orders from Eligible Employees and Employer agrees to continue processing deductions for those purchases made prior to non-renewal or termination of this Agreement until paid in full.

6. **NOTIFICATION.** If an Eligible Employee is not eligible for payroll deductions or terminated from his or her employment, Employer agrees to notify PP as soon as reasonably practical (typically by providing an updated eligibility file to PP before next pay cycle).

7. **RESPONSIBILITY.** Employer is not responsible for the payment of any Eligible Employee/Participant purchase after the termination of employment, *provided*, that all or substantially all of the Eligible Employees were not terminated in connection with an asset sale, acquisition or business combination of Employer. Employer shall be responsible for all funds which were or should have been deducted from such Eligible Employee's/Participant's payroll prior to the date of such termination. Employer assumes no other responsibility except as stated herein.

8. **CONFIDENTIALITY.** PP agrees that all information, records and other material provided by Employer in connection with the implementation and performance of the Program, including information and records concerning the Eligible Employees of Employer, shall be treated as the proprietary and confidential information of Employer, and PP, its employees and officers will not disclose any such confidential and proprietary information to any other person without the express prior written consent of Employer, except as necessary or appropriate in accordance with the provisions hereunder, to facilitate financing transactions or as required by law or regulation.

9. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

*[signatures on the following page]*

Employer: LFVCG

By: Linda Gorton

Name: Linda Gorton

Title: Mayor

Date: 8/18/2025

Employer Address: 200 E. Main St

Lex Ky 40507

Contract Version: custom

**Purchasing Power, LLC**

By: Assad

Name: Assad Lazarus

Title: CCO

Date: 08/14/2025

2727 Paces Ferry Road SE  
Building 2, Suite 1200  
Atlanta, Georgia 30339  
(404) 609-5100

## Addendum A: Awareness/Communication

Employer and PP will work together to generate Program awareness through several co-branded methods, which include the following. Costs for these programs will be covered by PP.

### Launch Awareness

- On-site collateral: Co-branded or PP branded communication materials to be posted on-site to introduce PP as a new voluntary benefit (posters, flyers, floor decals, in-person awareness support)
- Direct mail: A Co-branded or PP branded Client Launch 3-piece mailer series and automated newly eligible mailer for distribution to the homes of Eligible Employees explaining the Program
- Launch Email: Co-branded 'Coming Soon' and 'Launch Announcement' email to be sent by the Employer to the employee population announcing the new benefit
- Benefit Portal/Intranet: Inclusion in the Employers Benefit Portal and internal communication channels (as applicable); placement and wording will be mutually agreed upon.
- Webinar Training: webinar & collateral explaining PP to Employer HR business partners
- Program Launch contests/campaigns: Programs mutually agreed upon to generate awareness

### Launch Communication Timelines

Days Prior to Launch	Audience
<b>45 days prior</b>	Communication to HR Leadership announcing Program and communication plan
<b>30 days prior - up to 3 sessions</b>	WebEx Communications to HR business partners; Review and Approval target for Direct Mail Series
<b>15 days prior</b>	Pre-Launch email reminder to HR, People Leaders, Supervisors
<b>5 days prior</b>	Email – Pre-announcement to Eligible Employees, "Coming Soon..."
<b>Day of launch</b>	Welcome Email announcement to Eligible Employees
<b>Week of launch</b>	Initial New Client Launch Direct Mail Piece to hit homes Followed by Piece B and Piece C in the next four-month period

### Ongoing Awareness/Communication (costs are covered by PP)

Employer will participate in the following Awareness Program:

- Direct mail: Co-branded or PP branded Program Awareness mailers sent throughout the year (e.g., Holiday season, Spring campaign, Back-to-School, new Eligible Employees, etc.)
- Annual enrollment: include the Program in Employer's annual enrollment process

Employer may also participate in the following Awareness Programs:

- Financial Wellness education/awareness ongoing communications
- Webinars: Live or recorded webinars explaining Purchasing Power (PP) to Eligible Employees
- Benefits Packets: PP information included in any distributed (hard copy or digital) benefits packets
- On-site Events/Benefit Fairs: PP may provide on-site representation with giveaways, communications collateral and/or materials as mutually agreed by the parties.
- Program Participation: PP will be open to participating and adding value to Employer programs including Volunteer Days, Return-to-Office, Charity Events, Wellness Programs, etc.

The Employer understands and agrees that Purchasing Power may utilize segmentation and testing methodologies to deliver the most relevant content and offers to individual Eligible Employees. Purchasing Power may decide to limit the amount of communications to Eligible Employees that appear to be less likely to utilize the Program through data modeling (including skipping mailings) and may utilize other means for communicating the Program to the general employee populations.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0609-25**

**File ID:** 0609-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 203-2025

**In Control:** Urban County Council

**File Created:** 06/12/2025

**File Name:** 26-0006- POST Agreement

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Stanard & Associates, Inc., for the Police Officer selection test for LFUCG Police Recruit candidates, at a cost not to exceed \$5,500. [Div. of Human Resources, George]

**Notes:** SAF in the CCO. Returned to Alana Morton 7/8/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Bluesheet Memo 26-0006, Agreement, RESO 0609-25 Agreement with Stanard & Associations for Police Officer Selection Test 4929-8804-8208 v.1.docx, R-340-2025, 203-2025 - 340-2025 - CONTRACT - 2025 - CLK - Contracts - 7-10-2025

**Enactment Number:** R-340-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Alana Morton

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0609-25

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Stanard & Associates, Inc., for the Police Officer selection test for LFUCG Police Recruit candidates, at a cost not to exceed \$5,500. [Div. of Human Resources, George]

**Summary**

Authorization to execute a test licensing Agreement with Stanard and Associates, Inc. to administer the Police Officer Selection Test (POST) for Police Recruit candidates. The cost is not to exceed \$5,500. Funds are Budgeted. (L0609-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Select Yes, Completed by Gabriel Thatcher, June 10, 2025

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

Fully Budgeted [select]: Yes

Account Number: 1101-160502-1821-71299

This Fiscal Year Impact: \$5,500

Annual Impact: \$

Project:

Activity:

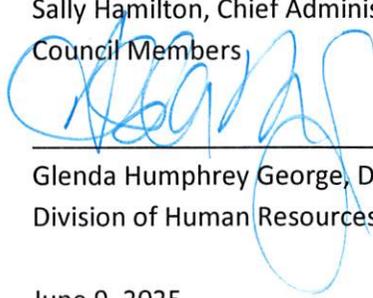
Budget Reference:

Current Balance: \$54,000



**M E M O R A N D U M**

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

**FROM:**   
Glenda Humphrey George, Director  
Division of Human Resources

**DATE:** June 9, 2025

**SUBJECT:** Purchase and Test Security Agreement – Stanard & Associates

**Request:**

The attached action authorizes a test licensing agreement between Stanard and Associates, Inc. and the Lexington-Fayette Urban County Government in order to administer their Police Officer Selection Test (POST) for police recruit candidates.

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

The cost is not to exceed \$5,500 and will be funded from the division’s Professional Services/Police account (1101-160502-1821-71299).

**File Number:** 0609.25

**Director/Commissioner:**

Glenda Humphrey George/Sally Hamilton

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



Order Form

# The National

## Police Officer Selection Test



Selection  
System™ -  
Selecting  
Tomorrow's  
Leaders... Today

# How to Complete Your Order Form

Following the directions given below, complete pages 3 and 4 via your computer directly in this PDF file. Then using your digital signature sign the Purchase and Security Agreement, save the file and email both pages to [stanard@kypolicechiefs.org](mailto:stanard@kypolicechiefs.org). Or you can print the completed order form, manually sign the agreement then email or mail the documents to the Kentucky Association of Chiefs of Police. Note: the most current version of Adobe Reader is required to use the fillable PDF option. Go to [www.adobe.com](http://www.adobe.com) for information.

## A. General Information

- Ship to:** List the person who is authorized to receive the shipment of test materials. Be sure to provide the complete shipping address, including name of agency or city/county/university department and room number, suite or floor if needed. We can not ship to a P.O. Box. Most orders are shipped UPS Ground and it is critical to have accurate zip code information.
- Bill to:** List the person responsible for paying for the testing materials and their complete mailing address.

## B. Testing Information and Test Format

- Test Format:** Please indicate whether you would like the exams scored by Stanard & Associates, Inc. or the agency-scored version.
- Form Type:** Because we have multiple forms of the POST, please specify which form you wish to order. It is also acceptable to indicate 'same' or 'alternate', which tells us you want the same form as your last order or an alternate form. If you want to discuss this with one of our staff, please call the Kentucky Association of Chiefs of Police at 270-871-2040.
- Test Materials Arrival Date:** List the date by which you wish to receive test materials. If no date is listed, materials will be shipped 2-3 days after receipt of order form.
- Test Date(s):** For invoicing purposes we need you to please indicate your agency's test date(s) or approximate date. If you plan to keep unused booklets for future testing please check the box instructing us to invoice now for all testing materials ordered.
- Test Results Date:** If Stanard & Associates, Inc. is scoring the exams, please indicate your preferred date for receiving results.

## C. Test Cutoff Score *(Please select ONE of the four options if Stanard & Associates, Inc. is scoring)*

- Test Cutoff Scores:** For test scoring and reporting purposes, please specify the cutoff score your agency uses. Cutoff scores are based on a number of considerations which are unique to each hiring agency, such as local civil service rules/guidelines, hiring objectives and concerns about adverse impact against protected groups. While making the decision about what cutoff score to be used is ultimately your agency's responsibility, please call S&A at 800-367-6919 should you wish to discuss your agency's needs with a consultant.

## D. Price Grids

- Price Grids:** Please fill out the price grid appropriate for the type of test you are selecting. Volume discounts are based on the number of tests purchased. Unused agency-scored tests can be returned to Stanard & Associates, Inc. for a refund within 14 days of Test Date. Agencies will be invoiced for all tests ordered if unused booklets are not returned within 14 days of Test Date. If you choose to have Stanard & Associates, Inc. score, all unused test booklets should be returned with the booklets to be scored within 14 days of Test Date. To avoid invoicing for all tests ordered, Test Date shall not extend beyond 30 days of Test Materials Arrival Date. The cost of the Administration Guide, the Examiner's Manual and Study Guide is not refundable.

## E. Test Results Format *(Please select ONE of the three options if Stanard & Associates, Inc. is scoring)*

- Option I** Alphabetical list of individuals who passed the test and their percent correct on each section, and an alphabetical list of individuals who failed and their percent correct on each section.
- Option II** Alphabetical list of all individuals with pass or fail indication.
- Option III** Rank-ordered list of all individuals by overall score.

**PLEASE READ AND SIGN THE PURCHASE AND SECURITY AGREEMENT ON THE BACK OF THE ORDER FORM AND EMAIL TO THE KENTUCKY ASSOCIATION OF CHIEFS OF POLICE AT [stanard@kypolicechiefs.org](mailto:stanard@kypolicechiefs.org). NO ORDER WILL BE PROCESSED WITHOUT RECEIPT OF THE PURCHASE AND SECURITY AGREEMENT.**

# The National Police Officer Selection Test (POST) Order Form

(Please see directions for completing the Order Form on the facing page)

## A. General Information

Ship to:		Bill to:	
Name:	Robin Brooks	Name:	Alana Morton
Title/Rank:	Human Resources Generalist	Title/Rank:	Administrative Specialist Principal
Agency:	Lexington Fayette Urban Co Govt	Agency:	Lexington Fayette Urban Co Govt
Street Address, Room, Floor (No P.O. Box):	200 E. Main Street, 8th Floor	Billing Address, Room, Floor:	200 E. Main Street, 8th Floor
City, State & Zip:	Lexington, KY 40507	City, State & Zip:	Lexington, KY 40507
Phone:	859/258-3038	Phone:	859/258-3037
E-Mail:	rbrooks@lexingtonky	E-Mail:	amorton@lexingtonky.gov
Ordered by (print name):	Robin Brooks	<input type="checkbox"/> This is our agency's first POST order <input checked="" type="checkbox"/> Re-order	

## B. Testing Information and Test Format

Scored by Stanard & Associates, Inc.
  Agency-Scored Test
 Form Type (A, B, C, D) D

Test Materials Arrival Date: 7/21/25

Test Date(s): 8/2/25 and \_\_\_\_\_
 OR Check Here  Instructing us to invoice now for all testing materials ordered.

**Test Results Date:** If scored by Stanard & Associates, Inc., what date would you like your results: \_\_\_\_\_  
 Turnaround time is approximately 5-10 working days from the time Stanard & Associates, Inc. receives the completed tests; however this may vary according to volume. If there is a conflict concerning your request date, Stanard & Associates, Inc. will call to discuss.

## C. Test Cutoff Score (Please select ONE of the four options if Stanard & Associates, Inc. is scoring)

- Overall Score Cutoff only: \_\_\_\_\_%
- Per Section Cutoff: \_\_\_\_\_% for Math.; \_\_\_\_\_% for Read. Comp.; \_\_\_\_\_% for Grammar; \_\_\_\_\_% for Incident Report Writing
- No Cutoff Score (i.e., a rank-ordered list of candidates' scores)
- Other (please describe): \_\_\_\_\_

## D. Price Grids

**Test(s) Scored by Stanard & Associates, Inc.**  
 (Price includes test booklet, scoring and reporting of test results)

# of Tests	1-250	251-500	501+	Quantity	Subtotal
POST	\$24.50	\$23.50	\$22.00		
Administration Guide*	\$8.00				
Study Guide	\$7.50				

\* One Administration Guide must be purchased with first order

Subtotal\*\*\*

**Test(s) Scored by User Agency (Agency-Scored)**

POST Answer Sheets: 200 @ 0.50 each = \$100.00

# of Tests	1-250	251-500	501+	Quantity	Subtotal
POST	\$21.50	\$20.50	\$19.50	251	\$5145.50
Examiner's Manual*	\$10.00				Answer Sheets \$100.00
Study Guide	\$7.50				

\* One Examiner's Manual must be purchased with first order

Subtotal\*\*\* 5245.50

**\*\*All agencies will be invoiced for shipping and handling charges. Unless instructed otherwise, S&A will select the most economical UPS service required to meet the requested Test Materials Arrival Date. If needed, you can call for an estimate of these costs.**

## E. Test Results Format

Please select one

- Option 1  
 Option 2  
 Option 3

## E-Mail or Mail to Place Your Order Kentucky Association of Chiefs of Police

Email Order & Security Agreement To: [stanard@kypolicechiefs.org](mailto:stanard@kypolicechiefs.org)

For assistance call: 859-991-0661

Mail To:

Kentucky Association of Chiefs of Police  
 P.O. Box 206  
 Alexandria, KY 41001

# The National Police Officer Selection Test (POST) Purchase and Test Security Agreement

- ✓ The National Police Officer Selection Test (POST, hereafter) will be kept in locked files.
- ✓ This agreement applies to users of the POST and POST-related materials, including public safety agencies, employment agencies, or other entities that use the POST to guide personnel decisions.
- ✓ Access to the POST will be by authorized personnel only.
- ✓ POST materials cannot be reproduced for any purpose.
- ✓ POST will not be supplied to anyone for advance study or after the examination period.
- ✓ This purchase agreement can only be modified with written approval by Stanard & Associates, Inc. (S&A).

## Payment

For tests scored by S&A, full payment is due upon delivery of hard copy test results and invoice. Agency-scored POST users will be invoiced approximately two weeks after test date. Full payment is due upon receipt of invoice. **Your Agency will be invoiced by the Kentucky Association of Chiefs of Police. Please direct invoicing-related inquiries to your Association contact person.**

## Returns

To avoid being invoiced for all test booklets ordered, all unused agency-scored tests must be returned within 14 days of the test date. If the user chooses to have S&A score the tests, the user is required to return all used and unused test booklets to S&A within 14 days of the test date.

## Shipping

All test materials must be packaged securely for shipping and a carrier with electronic tracking capabilities must be used (e.g., UPS or Federal Express.) If materials are returned damaged because of improper packing or are lost in transit, the user is solely responsible for all damaged or missing booklets.

## Copyright and Test Security

No agency, licensee or end user of the POST or POST guides is authorized to publish, reproduce, or adapt these materials for any purpose or by any means, including photoduplication. Duplication of testing materials is strictly prohibited. Should any POST materials become involved in legal proceedings, the user (1) will inform all parties to the legal proceedings of the terms of this agreement and all confidentiality provisions, (2) will immediately notify S&A in writing of the legal proceedings, and (3) will obtain an enforceable protective order to protect and secure the confidentiality of the POST test and POST-related materials and to limit and restrict disclosure to the fullest extent permitted by the court and court rules.

## Use of the Test

POST materials received from S&A will be used only for the official purpose of the named user. Under no circumstances will POST materials be available for study, copying, photographing, reproduction or re-publication, in whole or in part. Only authorized persons will have access to test materials, and test materials will not be loaned, given, sold or otherwise made available to any unauthorized person. It is the user agency's responsibility to ensure that the hiring process, and all uses and applications of this exam, including cutoff scores, complies with all applicable laws, regulations and professional guidelines for employee selection. While S&A has completed a nationwide job analysis study demonstrating the job-relatedness of the POST for its intended use, it is the exclusive responsibility of the user to obtain sufficient evidence that the skills measured by the POST are valid job requirements.

## Limitation of Liability

In no event will S&A be liable for any indirect, consequential, exemplary, or special damages arising out of this agreement or purchase or use of POST products. The user agrees that S&A is not responsible for any liability or expense incurred by the user arising out of any claim asserted by any third party that relates to use of POST test materials. S&A's total liability to the user of POST test materials is limited to the user's total purchase price paid for the POST test materials.

## Authorized Signatory

The person signing this agreement on behalf of the user agency has the full authority to enter into this agreement on behalf of the user and is authorized to bind the user to the terms of this agreement. S&A reserves the right to require the signature on this agreement of any other officer, employee or agent of the user agency who is now, or later becomes, responsible for test administration.

## Termination

S&A and the Kentucky Association of Chiefs of Police have the right to terminate this agreement and withhold or recall POST materials if terms and conditions of this agreement are believed to have been violated.

To maintain the reliability and validity of the POST, the individual who signs this agreement accepts, on behalf of the agency, to comply with the terms and conditions of the purchase and security agreement.

Linda Gorton, Mayor

Print Name and Title

Lexington Fayette Urban Co Govt

Name of Agency/Organization

200 E. Main Street

Address

Lexington, KY 40507

City/State/Zip

Signature

Date

Phone

Email



Data for Decisions in Management

Quality Through Selection

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RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH STANARD & ASSOCIATES, INC., FOR THE POLICE OFFICER SELECTION TEST FOR LFUCG POLICE RECRUIT CANDIDATES, AT A COST NOT TO EXCEED \$5,500.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Agreement, which is attached hereto and incorporated herein by reference, with Stanard & Associates, Inc., for police officer selection tests for LFUCG police recruit candidates, at a cost not to exceed \$5,500.00.

Section 2 – That an amount, not to exceed the sum of \$5,500.00, be and hereby is approved for payment to Stanard & Associates, Inc., from account # 1101 – 160502 – 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

0609-25:GET/TAH:4929-8804-8208, v. 1

RESOLUTION NO. 340 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH STANARD & ASSOCIATES, INC., FOR THE POLICE OFFICER SELECTION TEST FOR LFUCG POLICE RECRUIT CANDIDATES, AT A COST NOT TO EXCEED \$5,500.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Agreement, which is attached hereto and incorporated herein by reference, with Stanard & Associates, Inc., for police officer selection tests for LFUCG police recruit candidates, at a cost not to exceed \$5,500.00.

Section 2 – That an amount, not to exceed the sum of \$5,500.00, be and hereby is approved for payment to Stanard & Associates, Inc., from account # 1101 – 160502 – 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: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0609-25:GET/TAH:4929-8804-8208, v. 1

Order Form

# The National

## Police Officer Selection Test



Selection  
System™ -  
Selecting  
Tomorrow's  
Leaders... Today

## How to Complete Your Order Form

Following the directions given below, complete pages 3 and 4 via your computer directly in this PDF file. Then using your digital signature sign the Purchase and Security Agreement, save the file and email both pages to [stanard@kypolicechiefs.org](mailto:stanard@kypolicechiefs.org). Or you can print the completed order form, manually sign the agreement then email or mail the documents to the Kentucky Association of Chiefs of Police. Note: the most current version of Adobe Reader is required to use the fillable PDF option. Go to [www.adobe.com](http://www.adobe.com) for information.

### A. General Information

- Ship to:** List the person who is authorized to receive the shipment of test materials. Be sure to provide the complete shipping address, including name of agency or city/county/university department and room number, suite or floor if needed. We can not ship to a P.O. Box. Most orders are shipped UPS Ground and it is critical to have accurate zip code information.
- Bill to:** List the person responsible for paying for the testing materials and their complete mailing address.

### B. Testing Information and Test Format

- Test Format:** Please indicate whether you would like the exams scored by Stanard & Associates, Inc. or the agency-scored version.
- Form Type:** Because we have multiple forms of the POST, please specify which form you wish to order. It is also acceptable to indicate 'same' or 'alternate', which tells us you want the same form as your last order or an alternate form. If you want to discuss this with one of our staff, please call the Kentucky Association of Chiefs of Police at 270-871-2040.
- Test Materials Arrival Date:** List the date by which you wish to receive test materials. If no date is listed, materials will be shipped 2-3 days after receipt of order form.
- Test Date(s):** For invoicing purposes we need you to please indicate your agency's test date(s) or approximate date. If you plan to keep unused booklets for future testing please check the box instructing us to invoice now for all testing materials ordered.
- Test Results Date:** If Stanard & Associates, Inc. is scoring the exams, please indicate your preferred date for receiving results.

### C. Test Cutoff Score *(Please select ONE of the four options if Stanard & Associates, Inc. is scoring)*

- Test Cutoff Scores:** For test scoring and reporting purposes, please specify the cutoff score your agency uses. Cutoff scores are based on a number of considerations which are unique to each hiring agency, such as local civil service rules/guidelines, hiring objectives and concerns about adverse impact against protected groups. While making the decision about what cutoff score to be used is ultimately your agency's responsibility, please call S&A at 800-367-6919 should you wish to discuss your agency's needs with a consultant.

### D. Price Grids

- Price Grids:** Please fill out the price grid appropriate for the type of test you are selecting. Volume discounts are based on the number of tests purchased. Unused agency-scored tests can be returned to Stanard & Associates, Inc. for a refund within 14 days of Test Date. Agencies will be invoiced for all tests ordered if unused booklets are not returned within 14 days of Test Date. If you choose to have Stanard & Associates, Inc. score, all unused test booklets should be returned with the booklets to be scored within 14 days of Test Date. To avoid invoicing for all tests ordered, Test Date shall not extend beyond 30 days of Test Materials Arrival Date. The cost of the Administration Guide, the Examiner's Manual and Study Guide is not refundable.

### E. Test Results Format *(Please select ONE of the three options if Stanard & Associates, Inc. is scoring)*

- Option I** Alphabetical list of individuals who passed the test and their percent correct on each section, and an alphabetical list of individuals who failed and their percent correct on each section.
- Option II** Alphabetical list of all individuals with pass or fail indication.
- Option III** Rank-ordered list of all individuals by overall score.

**PLEASE READ AND SIGN THE PURCHASE AND SECURITY AGREEMENT ON THE BACK OF THE ORDER FORM AND EMAIL TO THE KENTUCKY ASSOCIATION OF CHIEFS OF POLICE AT [stanard@kypolicechiefs.org](mailto:stanard@kypolicechiefs.org). NO ORDER WILL BE PROCESSED WITHOUT RECEIPT OF THE PURCHASE AND SECURITY AGREEMENT.**

# The National Police Officer Selection Test (POST) Order Form

(Please see directions for completing the Order Form on the facing page)

## A. General Information

<b>Ship to:</b>		<b>Bill to:</b>	
Name: <b>Robin Brooks</b>		Name: <b>Alana Morton</b>	
Title/Rank: <b>Human Resources Generalist</b>		Title/Rank: <b>Administrative Specialist Principal</b>	
Agency: <b>Lexington Fayette Urban Co Govt</b>		Agency: <b>Lexington Fayette Urban Co Govt</b>	
Street Address, Room, Floor: <b>200 E. Main Street, 8th Floor</b> <small>(No P.O. Box):</small>		Billing Address, Room, Floor: <b>200 E. Main Street, 8th Floor</b>	
City, State & Zip: <b>Lexington, KY 40507</b>		City, State & Zip: <b>Lexington, KY 40507</b>	
Phone: <b>859/258-3038</b>	E-Mail: <b>rbrooks@lexingtonky</b>	Phone: <b>859/258-3037</b>	E-Mail: <b>amorton@lexingtonky.gov</b>
Ordered by (print name): <b>Robin Brooks</b>		<input type="checkbox"/> This is our agency's first POST order <input checked="" type="checkbox"/> Re-order	

## B. Testing Information and Test Format

Scored by Stanard & Associates, Inc.   
  Agency-Scored Test   
 Form Type (A, B, C, D) D

**Test Materials Arrival Date:** 7/21/25

**Test Date(s):** 8/2/25 and \_\_\_\_\_ **OR** Check Here  Instructing us to invoice now for all testing materials ordered.

**Test Results Date:** If scored by Stanard & Associates, Inc., what date would you like your results: \_\_\_\_\_  
 Turnaround time is approximately 5-10 working days from the time Stanard & Associates, Inc. receives the completed tests; however this may vary according to volume. If there is a conflict concerning your request date, Stanard & Associates, Inc. will call to discuss.

## C. Test Cutoff Score (Please select ONE of the four options if Stanard & Associates, Inc. is scoring)

- 1.)  Overall Score Cutoff only: \_\_\_\_\_%
- 2.)  Per Section Cutoff: \_\_\_\_\_% for Math.; \_\_\_\_\_% for Read. Comp.; \_\_\_\_\_% for Grammar; \_\_\_\_\_% for Incident Report Writing
- 3.)  No Cutoff Score (i.e., a rank-ordered list of candidates' scores)
- 4.)  Other (please describe): \_\_\_\_\_

## D. Price Grids

**Test(s) Scored by Stanard & Associates, Inc.**  
(Price includes test booklet, scoring and reporting of test results)

# of Tests	1-250	251-500	501+	Quantity	Subtotal
POST	\$24.50	\$23.50	\$22.00		
Administration Guide*	<del>\$8.00</del>				
Study Guide	\$7.50				

\* One Administration Guide must be purchased with first order

**Subtotal\*\*\***

**Test(s) Scored by User Agency (Agency-Scored)**

POST Answer Sheets: 200 @ 0.50 each = \$100.00

# of Tests	1-250	251-500	501+	Quantity	Subtotal
POST	\$21.50	\$20.50	\$19.50	251	\$5145.50
Examiner's Manual*	\$10.00				
Study Guide	\$7.50				

Answer Sheets \$100.00

\* One Examiner's Manual must be purchased with first order

**Subtotal\*\*\* 5245.50**

**\*\*All agencies will be invoiced for shipping and handling charges. Unless instructed otherwise, S&A will select the most economical UPS service required to meet the requested Test Materials Arrival Date. If needed, you can call for an estimate of these costs.**

## E. Test Results Format

Please select one

- Option 1  
 Option 2  
 Option 3

**E-Mail or Mail to Place Your Order**

**Kentucky Association of Chiefs of Police**

**Email Order & Security Agreement To:** [stanard@kypolicechiefs.org](mailto:stanard@kypolicechiefs.org)   
 **Mail To:** Kentucky Association of Chiefs of Police  
 P.O. Box 206  
 Alexandria, KY 41001

For assistance call: 859-991-0661

## The National Police Officer Selection Test (POST) Purchase and Test Security Agreement

- ✓ The National Police Officer Selection Test (POST, hereafter) will be kept in locked files.
- ✓ This agreement applies to users of the POST and POST-related materials, including public safety agencies, employment agencies, or other entities that use the POST to guide personnel decisions.
- ✓ Access to the POST will be by authorized personnel only.
- ✓ POST materials cannot be reproduced for any purpose.
- ✓ POST will not be supplied to anyone for advance study or after the examination period.
- ✓ This purchase agreement can only be modified with written approval by Stanard & Associates, Inc. (S&A).

### Payment

For tests scored by S&A, full payment is due upon delivery of hard copy test results and invoice. Agency-scored POST users will be invoiced approximately two weeks after test date. Full payment is due upon receipt of invoice. **Your Agency will be invoiced by the Kentucky Association of Chiefs of Police. Please direct invoicing-related inquires to your Association contact person.**

### Returns

To avoid being invoiced for all test booklets ordered, all unused agency-scored tests must be returned within 14 days of the test date. If the user chooses to have S&A score the tests, the user is required to return all used and unused test booklets to S&A within 14 days of the test date.

### Shipping

All test materials must be packaged securely for shipping and a carrier with electronic tracking capabilities must be used (e.g., UPS or Federal Express.) If materials are returned damaged because of improper packing or are lost in transit, the user is solely responsible for all damaged or missing booklets.

### Copyright and Test Security

No agency, licensee or end user of the POST or POST guides is authorized to publish, reproduce, or adapt these materials for any purpose or by any means, including photoduplication. Duplication of testing materials is strictly prohibited. Should any POST materials become involved in legal proceedings, the user (1) will inform all parties to the legal proceedings of the terms of this agreement and all confidentiality provisions, (2) will immediately notify S&A in writing of the legal proceedings, and (3) will obtain an enforceable protective order to protect and secure the confidentiality of the POST test and POST-related materials and to limit and restrict disclosure to the fullest extent permitted by the court and court rules.

### Use of the Test

POST materials received from S&A will be used only for the official purpose of the named user. Under no circumstances will POST materials be available for study, copying, photographing, reproduction or re-publication, in whole or in part. Only authorized persons will have access to test materials, and test materials will not be loaned, given, sold or otherwise made available to any unauthorized person. It is the user agency's responsibility to ensure that the hiring process, and all uses and applications of this exam, including cutoff scores, complies with all applicable laws, regulations and professional guidelines for employee selection. While S&A has completed a nationwide job analysis study demonstrating the job-relatedness of the POST for its intended use, it is the exclusive responsibility of the user to obtain sufficient evidence that the skills measured by the POST are valid job requirements.

### Limitation of Liability

In no event will S&A be liable for any indirect, consequential, exemplary, or special damages arising out of this agreement or purchase or use of POST products. The user agrees that S&A is not responsible for any liability or expense incurred by the user arising out of any claim asserted by any third party that relates to use of POST test materials. S&A's total liability to the user of POST test materials is limited to the user's total purchase price paid for the POST test materials.

### Authorized Signatory

The person signing this agreement on behalf of the user agency has the full authority to enter into this agreement on behalf of the user and is authorized to bind the user to the terms of this agreement. S&A reserves the right to require the signature on this agreement of any other officer, employee or agent of the user agency who is now, or later becomes, responsible for test administration.

### Termination

S&A and the Kentucky Association of Chiefs of Police have the right to terminate this agreement and withhold or recall POST materials if terms and conditions of this agreement are believed to have been violated.

To maintain the reliability and validity of the POST, the individual who signs this agreement accepts, on behalf of the agency, to comply with the terms and conditions of the purchase and security agreement.

Linda Gorton, Mayor

Print Name and Title

*Linda Gorton*

Signature

7/8/2025  
Date

Lexington Fayette Urban Co Govt

Name of Agency/Organization

200 E. Main Street

Address

Lexington, KY 40507

City/State/Zip

Phone

Email



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Quality Through Selection

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# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0624-25**

**File ID:** 0624-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 196-2025

**In Control:** Urban County Council

**File Created:** 06/16/2025

**File Name:** LexArts Master Plan Contract Amendment

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with LexArts, Inc. extending the period of performance through August 30, 2025, at no additional cost to the Urban County Government. [Mayor's Office, Lyons]

**Notes:** RIO 6/24/2025. MS

SAF in the CCO. Returned to Heather 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Council Memo - Contract Amendment Cultural Master Plan june 16 2025, Contract Amendment - Cultural Master Plan - signed by ASweetall, RESO 0624-25 LexArts Master Plan Amendment (Term) 4937-7774-8817 v.1.docx, R-341-2025, 196-2025 - 341-2025 - CONTRACT - 2025 - CLK - Contracts - 6-16-2025

**Enactment Number:** R-341-2025

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0624-25

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with LexArts, Inc. extending the period of performance

through August 30, 2025, at no additional cost to the Urban County Government. [Mayor's Office, Lyons]

**Summary**

Authorization to amend a Contract with LexArts (Reso. 309-2023) for completion of the Cultural Master Plan to extend the Contract until August 30, 2025. No Budgetary impact.

(L0624-25)(Lyons/Scott)

Budgetary Implications [select]: NO

Advance Document Review:

**Law:** { Select Yes, Completed by [Tiffany Holskey, 6/16/2025]}

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

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: \$N/A

Annual Impact: \$N/A

Project:

Activity:

Budget Reference:

Current Balance:

## FIRST AMENDMENT TO AGREEMENT

**THIS AMENDMENT TO AGREEMENT**, made and entered into on \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507, and **LEXARTS, INC.**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 161 North Mill Street, Lexington, Kentucky 40507.

**WHEREAS**, LFUCG and Organization entered into an Agreement dated May 2, 2023 (“Agreement”), in which Organization was allocated \$300,000.00 for Organization to serve as the lead organization and facilitate the formation of an Arts and Culture Master Plan Task Force

**WHEREAS**, an amendment to Section 1, “TERM” is needed to provide Organization with more time to complete the obligations of the Agreement;

**WHEREAS**, the Agreement provides that the Agreement may be amended only by mutual agreement in writing, with approval of the Lexington-Fayette Urban County Council and the signature of its Mayor.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 1, “TERM.” shall be amended as follows:

This Agreement shall commence on June 1, 2023 and shall last until August 30, 2025, 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 Organization.

2. In all other respects, except as specifically modified herein, the terms of the Agreement dated May 2, 2023, shall remain in full force and effect with respect to the provisions outlined therein.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

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

ATTEST:

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

**LEXARTS, INC.**

BY: Ame Sweetall

NAME: Ame Sweetall

TITLE: President & CEO

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH LEXARTS, INC. EXTENDING THE PERIOD OF PERFORMANCE THROUGH AUGUST 30, 2025, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Amendment, attached hereto and incorporated herein by reference, to an Agreement with LexArts, Inc., extending the period of performance through August 30, 2025, at no additional cost to the Urban County Government.

Section 2 – 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

0624-25:TAH:4937-7774-8817, v. 1

RESOLUTION NO. 341 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH LEXARTS, INC. EXTENDING THE PERIOD OF PERFORMANCE THROUGH AUGUST 30, 2025, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Amendment, attached hereto and incorporated herein by reference, to an Agreement with LexArts, Inc., extending the period of performance through August 30, 2025, at no additional cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

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MAYOR

ATTEST:

*[Signature]*

---

CLERK OF URBAN COUNTY COUNCIL

0624-25:TAH:4937-7774-8817, v. 1

## FIRST AMENDMENT TO AGREEMENT

**THIS AMENDMENT TO AGREEMENT**, made and entered into on 16 day of June, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **LEXARTS, INC.**, a Kentucky nonprofit corporation, ("Organization") with offices located at 161 North Mill Street, Lexington, Kentucky 40507.

**WHEREAS**, LFUCG and Organization entered into an Agreement dated May 2, 2023 ("Agreement"), in which Organization was allocated \$300,000.00 for Organization to serve as the lead organization and facilitate the formation of an Arts and Culture Master Plan Task Force

**WHEREAS**, an amendment to Section 1, "TERM" is needed to provide Organization with more time to complete the obligations of the Agreement;

**WHEREAS**, the Agreement provides that the Agreement may be amended only by mutual agreement in writing, with approval of the Lexington-Fayette Urban County Council and the signature of its Mayor.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 1, "TERM." shall be amended as follows:

This Agreement shall commence on June 1, 2023 and shall last until August 30, 2025, 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 Organization.

2. In all other respects, except as specifically modified herein, the terms of the Agreement dated May 2, 2023, shall remain in full force and effect with respect to the provisions outlined therein.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

BY: Linda Gorton  
Linda Gorton, Mayor

ATTEST:

Mackenzie Stock  
Clerk of Urban County Council

*Deputy*

**LEXARTS, INC.**

BY: Ame Sweetall

NAME: Ame Sweetall

TITLE: President & CEO



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0632-25**

**File ID:** 0632-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 193-2025

**In Control:** Urban County Council

**File Created:** 06/18/2025

**File Name:** Accela Renewal

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the necessary documents to amend the existing Contract and order form with Accela to expand the scope of the Agreement to include the migration of the current on-premise instance of Accela, Inc. for the Div. of Water Quality to the cloud and include an enterprise reporting database to provide direct access to data, at an estimated cost not to exceed \$618,500 for FY2026, and a five percent (5%) annual increase, subject to the appropriation of sufficient funds, and further authorizing the Mayor or the Chief Information Officer as her designee to execute any future documents, including annual renewals, necessary for the implementation, operation, support or maintenance of the same, subject to the appropriation of sufficient funds. [Div. of Computer Services, Stewart]

**Notes:** RIO 7/1/2025. MS

SAF in the CCO. Returned to Camille Braun 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Accela Amendment Legistar Memorandum, Amendment - Lexington PEPv2, Contract 143-2024 (1), Lexington-Fayette 36625 250604, RESO 0632-25 Accela Contract Change 4925-3175-9442 v.1.docx, R-342-2025, 193-2025 - 342-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025

**Enactment Number:** R-342-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Camille Brann

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		

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1	Urban County Council	07/01/2025	Suspended Rules for Second Reading	Pass
1	Urban County Council	07/01/2025	Approved	Pass

---

**Text of Legislative File 0632-25**

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the necessary documents to amend the existing Contract and order form with Accela to expand the scope of the Agreement to include the migration of the current on-premise instance of Accela, Inc. for the Div. of Water Quality to the cloud and include an enterprise reporting database to provide direct access to data, at an estimated cost not to exceed \$618,500 for FY2026, and a five percent (5%) annual increase, subject to the appropriation of sufficient funds, and further authorizing the Mayor or the Chief Information Officer as her designee to execute any future documents, including annual renewals, necessary for the implementation, operation, support or maintenance of the same, subject to the appropriation of sufficient funds. [Div. of Computer Services, Stewart]

**Summary**

Authorization to amend an existing Contract (#143-2024) and order form with Accela to expand scope to include the migration of the current on-premise instance of Accela for the Division of Water Quality to the cloud and include an enterprise reporting database to provide direct access to data and authorize the Chief Information Officer to execute any future documents necessary, subject to the appropriation of sufficient funds. At a cost of \$618,500. Funds are Budgeted. (L0632-25)(Stewart/Rodgers)

Budgetary Implications [select]: **Yes/NO**

Advance Document Review:

**Law:** { Select **Yes/No**, Completed by [Gabriel Thatcher 06/18/25]}

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

Fully Budgeted [select]: **Yes/No/Partial**

Account Number:

- \$187,495.69 1101-202505-0001-72205
- \$97,014.31 1101-202505.0001-71307
- \$61,139.89 1115-202505-0001-72205
- \$31,635.10 1115-202505-0001-71307
- \$93,747.84 4002-202505-0001-72205
- \$48,507.15 4002-202505-0001-71307
- \$65,215.90 4201-202505-0001-72205
- \$33,744.12 4201-202505-0001-71307

This Fiscal Year Impact: \$618,500

Annual Impact: Renewals to increase by 5% annually.

Project:

Activity:

Budget Reference:

Current Balance:



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

FROM: Liz Rodgers, Chief Information Officer

DATE: June 17, 2025

SUBJECT: Accela Renewal and Expanded Scope

---

**Request:**

Authorize the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute the necessary documents to amend existing contract and order form with Accela to expand scope to include the migration of the current on-premise instance of Accela for the Division of Water Quality to the cloud and include an enterprise reporting database to provide direct access to data, attached hereto and incorporated herein by reference, and further authorize the Mayor or the Chief Information Officer as her designee to execute any future documents, including annual renewals, necessary for the implementation, operation, support, or maintenance of the same, subject to the appropriation of sufficient funds.

**Purpose:**

Planning, Building Inspection, Engineering and Waste Management currently utilize a hosted instance of Accela to process permits, inspections, and applications for building permits or other services provided by those divisions. Accela hosted also has a public facing portal that allows constituents to directly track status of their requests and make payments for permits and fees. Water Quality currently utilizes an on-premises instance of Accela for asset management, inspections and work orders. Amended agreement enables migration of Water Quality to a hosted instance and provides access to an enterprise reporting database for direct data access and reporting requirements for both WQ and PBI.

**Term and Termination:**

Renewal of an existing long-term agreement with expanded scope for an additional five-year term. First Amendment to current agreement includes a Termination for Convenience clause - Notwithstanding anything to the contrary, County may terminate this First Amendment for convenience provided ACCELA is provided with 30 days' notice. In the event of termination of



this First Amendment, ACCELA shall be paid all fees up to the date of termination. Notwithstanding anything to the contrary, prepaid fees are not subject to refund.

Budgetary Implication:

Cost for FY26 projected at \$618,500 Renewals to increase by 5% annually.

Are the funds budgeted? Yes

1101-202505-0001-71307: \$284,510.00

1115-202505-0001-71307: \$92,775.00

4002-202505-0001-71307: \$142,255.00

4201-202505-0001-71307: \$98,960.00

File Number: 0632-25

Director/Commissioner: Stewart/Rodgers



**FIRST AMENDMENT  
TO ACCELA MASTER SOFTWARE AS A SERVICE (SaaS) AGREEMENT,**

This First Amendment (“First Amendment”) is made and entered into as of June \_\_\_\_\_ 2025 (“First Amendment Effective Date”), by and between **ACCELA, INC.** (“ACCELA”) and Lexington-Fayette Urban County Government (“County”), and amends that Accela Master Software as a Service (SaaS) Agreement, dated June 6, 2024 (“Agreement”) as executed by the parties.

**WHEREAS**, ACCELA and County wish to amend the Agreement, in accordance with the terms and conditions of this First Amendment; and

**WHEREAS**, the capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Agreement; and

**WHEREAS**, ACCELA and County agree that, with the exception of any agreements that are presently active under the Agreement, which remain in full force, this First Amendment modifies the Agreement between the parties commencing as of the First Amendment Effective Date.

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings contained herein, and subject to the terms and conditions set forth herein, the parties hereby agree as follows:

- 1. Exhibit B, “Order Form” of the Agreement is hereby amended by deleting the existing Exhibit B “Order Form” and replacing it in full with the Order Form attached to this Amendment:**
- 2. Termination for Convenience.** Notwithstanding anything to the contrary, County may terminate this First Amendment for convenience provided ACCELA is provided with 30 days’ notice. In the event of termination of this First Amendment, ACCELA shall be paid all fees up to the date of termination. Notwithstanding anything to the contrary, prepaid fees are not subject to refund.
- 3. Except as so amended, all other provisions of the Agreement shall remain unchanged.**

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused their duly authorized representatives to execute, this First Amendment as of the First Amendment Effective Date.

**Lexington-Fayette Urban County Government**

**ACCELA, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## ACCELA MASTER SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This Accela Master Services Agreement (this "**Agreement**") is entered into as of the date of last signature (the "**Effective Date**") by and between Accela, Inc. and Customer identified on the Order ("Customer"), together referred to as the "Parties" and each individually as a "Party." Specific services terms, product details, and any applicable license and/or subscription terms will be set forth in applicable Order Form(s) and Statements of Works ("SOW"), which shall become binding on the Parties and subject to this Agreement.

Purchase or use of the Subscription Service (defined below) is subject to this Agreement. If Customer is entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), Customer is agreeing to this Agreement for that Entity and representing to Accela that it has the authority to bind such Entity to this Agreement.

### 1. DEFINITIONS

1.1 "**Account**" means a unique account established by Customer to enable its Authorized Users to access and use the Subscription Services.

1.2 "**Authorized User**" means one individual natural person, authorized by Customer to use the Subscription Service and for whom Customer has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to Customer's employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being Identified within) the Subscription Service.

1.3 "**Customer Data**" means any and all content, eDocuments, materials, data and Information that Customer, its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between Customer and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts. Customer Data does not include any component of the Subscription Services or material provided by or on behalf of Accela.

1.4 "**Customer**" means the entity that purchases a subscription to the Subscription Service, directly from Accela or through an authorized reseller, distributor, or other channel partner of Accela.

1.5 "**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.6 "**Optional Subscription Services**" mean the optional add-ons to the Subscription Service that may be available for purchase either directly from Accela or through an authorized reseller or partner of Accela, as more particularly described or identified in the applicable Order Form.

1.7 "**Order Form**" means written orders provided by Accela that sets forth the pricing and options of the Subscription Services (or, where applicable, to purchase Optional Subscription Services).

1.8 "**Subscription Service(s) or Service**" means the cloud-based network security service(s) for which Customer has obtained a subscription either directly from Accela or through an authorized reseller or other partner of Accela, as more particularly described in the applicable agreement or order under which such subscription was obtained. Unless otherwise specified herein or other applicable contractual terms, all references to "Subscription Service(s)" will be deemed to include any and all Optional Subscription Services.

1.9 **"Software"** means any software (including client software for Authorized Users' devices) that Accela makes available for download or otherwise provides for use with the Subscription Service.

1.10 **"Specifications"** means the specifications for the Subscription Service, as made available by Accela.

1.11 **"Subscription Period(s)"** means the duration of Customers and Authorized User's active, paid access to the Subscription Service, as designated In the Order Form(s).

1.12 **"Supported Modification"** means a configuration of or modification to the Subscription Service requested by Customer that can be consistently supported by Accela, does not require direct database changes and is capable of being tested and maintained by Accela.

## 2. USAGE AND ACCESS RIGHTS

2.1. **Right to Access.** Accela hereby grants to Customer a limited, non-exclusive, non-transferrable right to (a) access and use the Services and (b) implement, configure and permit its Authorized Users to access and use the Services during the Subscription Period, solely for its and its affiliates' internal business purposes, and in accordance with the Specifications. Customer may purchase the Services by submitting Order Forms. No Order Form will be deemed accepted by Accela unless and until Accela accepts such Order Form in writing. Upon Order Form acceptance and subject to Customer's payment of the corresponding Services fees, Accela will make the Services available to Customer. Any terms and conditions contained in any quote, invoice, purchase Order Form or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by Accela with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, It will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its Account comply with ail of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

2.2. **Restrictions on Use.** Customer shall not, and shall not permit others to, do the following with respect to the Subscription Services:

- 2.2.1. make the Subscription Service available to anyone other than Authorized Users;
- 2.2.2. use the Subscription Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics as set forth in this Agreement, including the applicable Order Form;
- 2.2.3. license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Accela;
- 2.2.4. use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

- 2.2.5. access or use the Subscription Services for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Services or allow access by a direct competitor of Subscription Services;
- 2.2.6. obtain intellectual property rights to the use of any component of the Subscription Services (inclusive of APIs);
- 2.2.7. Create derivative works based on the Subscription Service;
- 2.2.8. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services or technologies, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business purposes in accordance with Accela's applicable documentation;
- 2.2.9. interfere with or disrupt the integrity, operation, or performance of the Subscription Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the Subscription Services or any host, network, or account related thereto or use any aspect of the Subscription Service components other than those specifically identified in an Order Form, even if technically possible. Accela assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Subscription Services.
- 2.2.10. Use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.2)

2.3 Data Usage and Storage. The Subscription Service is provided with a limit of two point five tera bites (2.5TB) of data storage for all cloud environments. Additional storage can be purchased from Accela by Customer in blocks of five hundred gigabytes (500GB, with a price of one thousand dollars (\$1,000 per year. If the Subscription Service is nearing its expiration date or is otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's Data Storage Policy can be accessed [www.accela.com/terms/](http://www.accela.com/terms/) (which URL location and content may be updated from time to time by Accela).

2.4 Accela's Responsibilities. Accela will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer support related to the Subscription Service in accordance with the Accela Software Support Services Policy accessible at [www.accela.com/terms/](http://www.accela.com/terms/) (which URL location and content may be updated from time to time by Accela); and (iii) provide the Subscription Service only in accordance with applicable laws and government regulations.

2.5 Customer's Responsibilities. Customer will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify Accela promptly of any such unauthorized access or use, and (v) use the Subscription Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Accela to Customer.

### 3. PAYMENT TERMS.

3.1 Invoicing and Payment. Accela will invoice Customer in advance for the Subscription Service. Subscription Service fees are due upon invoice and payable within thirty (30) days of the invoice date. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and

the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be pro-rated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Customer is responsible for keeping Accela accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon execution by Customer and Accela, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement.

3.2. Overdue Charges. If any fees owed are not received from Customer by the due date, then without limiting Accela's rights or remedies, those charges will accrue late Interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

3.3. No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Accela has the right to issue an invoice and collect payment without a corresponding purchase order. Provided, however, that if a Customer's procurement procedure requires a purchase order number on a pertinent Order or SOW, the purchase order is required to be provided to Accela. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order or SOW, and Accela hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer.

3.4. Suspension of Service and Acceleration. If any amount owing by Customer under this Agreement for any of the Subscription Services is thirty (30) or more days overdue, Accela *may*, without limiting Accela's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order Form or SOW) so that all such obligations become immediately due and payable and suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by Customer under this Agreement for any Subscription Services is ninety (90) days delinquent, Accela may, in its sole discretion, temporarily cease providing Customer Subscription Services and/or any pertinent support until past due amounts are paid in full.

3.5. Taxes. Subscription Service fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Accela with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Accela is solely responsible for taxes assessable against it based on Accela's income, property and employees.

#### 4. CONFIDENTIALITY

4.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Accela's Privacy Policy, accessible at [www.accela.com](http://www.accela.com),

which URL and its content may be updated from time to time by Accela), (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement.

4.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

## 5. OWNERSHIP

5.1. Subscription Services. Subject to the limited rights expressly granted hereunder, Accela reserves all rights, title and interest in and to the Subscription Service, derivative works thereof, and any associated Software and documentation, including all related Intellectual Property Rights.

5.2. Customer Data. Customer reserves all its rights, title and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except that Accela may (i) store, copy, process, and transmit such Customer Data for purposes of providing the Subscription Service to Customer and (ii) otherwise utilize Customer Data if and as permitted by the Accela Privacy Policy.

5.3. Feedback. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Service (or Accela's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Service.

## 6. WARRANTIES AND DISCLAIMERS

6.1. Specifications. Subject to the limitations set forth below, Accela warrants that, during the Subscription Period, the Subscription Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to modify the Subscription Service so that it conforms to foregoing warranty.

6.2. Subscription Service Level Commitment. During the Subscription Period, Accela further warrants that the Subscription Service will meet the performance level specified in Exhibit A below. The Subscription Service Level Commitment sets forth Customer's sole and exclusive remedy for Accela's failure to achieve the stated Subscription Service performance level.

6.3. Mutual Warranties. Each party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

6.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ACCELA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR

FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Accela will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the SLC Exclusions (as defined in the Subscription Service Level Commitment)

6.5. Marijuana-Related Business. Accela is considered a software service provider to its customers and not a marijuana-related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Service fees in accordance with Section 3(Payment Terms) of this Agreement from its Customer, a state or local government agency, and does not retain these fees from any type of end user, including applicants.

- 6.5.1. It is the sole responsibility of the Customer or end user to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Service.
- 6.5.2. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.
- 6.5.3. Customer expressly acknowledges and assumes full responsibility for cooperating with the laws of the state or country of its residency.

## 7. MUTUAL INDEMNIFICATION

7.1. Indemnification by Customer. To the extent permitted by law, and without waiving any defense available to it as to third parties, including that of Sovereign Immunity, Customer will defend (or settle), indemnify and hold harmless Accela, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any Authorized User's use of the Subscription Service (other than any claim for which Accela is responsible under Section 7.2) in violation of this Agreement, applicable law, or the Specifications or (ii) the nature and content of all Customer Data processed by Subscription Services.

7.2. Indemnification by Accela. Accela will defend (or at Accela's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Service, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Accela will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on (i) any combination of the Subscription Service with products, services, methods, or other elements not furnished by Accela; (ii) any use of the Subscription Service in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (iv) Customer's breach of this Agreement; and/or Customer's revisions of Subscription Services made without Accela's written consent. THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE.

7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 8, the indemnified party must: (a) provide the indemnifying party prompt written notice of such claim; (b) reasonably

cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (c) give sole authority to the indemnifying party to defend or settle such claim.

**7.4. Mitigation Measures.** In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) Accela's right to provide the Subscription Service is enjoined or in Accela's reasonable opinion is likely to be enjoined, Accela may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Subscription Service, by replacing or modifying the Subscription Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Subscription Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.4, Accela will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

**8. LIMITATIONS OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TOTAL AMOUNT OF FEES PAID UNDER THIS AGREEMENT.

**Exclusion of Damages.** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

**8.1. Security and Other Risks.** Customer acknowledges that, notwithstanding security features of the Subscription Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks to the extent permitted by law and without waiving sovereign immunity or any other third party defenses.

## **9. SECURITY AND PERSONAL DATA**

**9.1. Security.** Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Accela holds SSAE 16/18 SOC 2, and PCI-DSS certifications and

leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 16 / 18 SOC 2 in the provision of the service.

9.2. Customer Data. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer is responsible for updating all Customer Data. In addition, Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. If Customer loses Customer Data, Customer may no longer have access to the Subscription Service. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

9.3. Use of Aggregate Data. Customer agrees that Accela may collect, use, and disclose quantitative data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer, Its Authorized Users, or any third parties utilizing the Subscription Services.

## 10. THIRD PARTY SERVICES

Customer may choose to obtain products or services that are provided or supported by third parties ("Third Party Services") for use with the Subscription Services. Third-Party Services are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor or provider of the Third-Party Services and Customer, and Accela assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Service. Further, Accela will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or Third-Party Services; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the exclusions indicated in Exhibit A.

## 11. SUBSCRIPTION PERIOD AND TERMINATION

11.1. Term of Authorized User Subscriptions. Authorized User Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and, unless terminated earlier In accordance with this Agreement, continue for the term specified therein (the "**Subscription Period**"). A Subscription Period and/or pricing thereon may be subject to prorating where Accela deems it appropriate to cause newly purchased Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order Form, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to an annual pricing increase as designated by Accela and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by

the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Subscription Service will terminate at the end of the relevant Subscription Period.

11.2. Termination or Suspension for Cause. A party may terminate any Subscription Service for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, Accela may, at its sole option, suspend or terminate Customer's or any Authorized User's access to the Subscription Service, or any portion thereof, immediately if Accela, in its sole discretion: (i) if suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data (ii) suspects that Customer or an Authorized User is using the Subscription Service in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.

11.3. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing Accela to provide a copy of Customer's data and associated documents in a database dump file format. Accela will comply in a timely manner with such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; (b) pays any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and the sections set forth in Section 11.4 of this Agreement.

11.4. Survival. Sections 4 (Confidentiality), 5 (Ownership and Proprietary Rights), 6.4 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 11.3 (Effect of Termination), 11.4 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

## 12. GENERAL

12.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1).

12.2. Governing Law. This Agreement and any action related thereto will be governed by the laws of the State of Kentucky without regard to its conflict of laws provisions.

12.2. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Subscription Service in violation of any U.S. export embargo, prohibition or restriction. Further, in connections with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.3. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

12.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

12.6. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.7. Publicity. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties.

12.8. Force Majeure. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela.

12.9. Entire Agreement. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null.

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below:

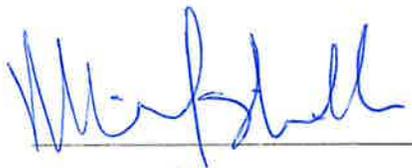
**ACCELA,  
INC.**

Signature:

Name:

Title:

Date:



Michael E. Giglietto

Controller

5/31/2024

**CUSTOMER:** \_\_\_\_\_

Signature:

Name:

Title:

Date:



Linda Gordon

Mayor

6/6/2024

**EXHIBIT A**  
**AVAILABILITY AND SECURITY**

**Service Availability:**

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
  1. Customer's use of any programs not supplied by Accela;
  2. Customer's failure to provide Accela with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
  3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one-week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
  4. Any misconfiguration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
  5. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.
- c. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- d. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- e. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Accela or not identified by Accela in the Specifications as being compatible with the Subscription Services.
- f. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.

g. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

**Remedies for Excessive Downtime:**

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by Customer for the next calendar month of the Subscription Period or, if Customer does not owe any additional fees, then Accela will pay Customer the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to Customer at law, in equity or under this Agreement.

System availability is measured by the following formula:  $x = (n - y) * 100 / n$

**Notes:**

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
- (2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% • < 99.5%	5% (max of \$280)
90.0% • < 95.0%	10% (max of \$560)
80.0% • < 90.0%	20% (max \$840)
70.0% • < 80.0%	30% (max of \$1,120)
60.0% • < 70.0%	40% (max of \$1,400)
<50%	50% (max of \$2,800)

**Customer Account Login:**

For Accela user interface access, Accela uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Accela will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

**Hosting:**

Accela's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest Tier III data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Accela's data center provider is and will remain SSAE 16/ 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure. Accela also provides an off-site backup service, which is available at an additional cost. Security Patching and updates are actively evaluated by engineers and will be deployed based upon the security risks

and stability benefits they offer to Accela's SaaS platform and Customers. Accela will attempt to provide Customer reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to Customer Data.

**EXHIBIT B**  
**Order Form**



2633 Camino Ramon, Suite 500  
San Ramon, CA, 94583

Proposed by: Eric McCauley  
Contact Phone:  
Contact Email: emccauley@accela.com  
Quote ID: Q-32533  
Valid Through: 6/30/2024  
Currency: USD

## Order Form

### Address Information

#### Bill To:

Lexington-Fayette Urban County Govt.  
200 E. Main Street  
Lexington, Kentucky 40507  
United States

#### Ship To:

Lexington-Fayette Urban County Govt.  
200 E. Main Street  
Lexington, Kentucky 40507  
United States

Billing Name: Kevin Wente  
Billing Phone: 8592583436  
Billing Email: kwente@lexingtonky.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	6/30/2024	6/29/2025	12	\$2,779.60	160	\$444,736.00
> Accela Building - SaaS	Year 1	6/30/2024	6/29/2025	12	\$0.00	160	\$0.00
> Accela Planning - SaaS	Year 1	6/30/2024	6/29/2025	12	\$0.00	160	\$0.00
> Accela Environmental Health - SaaS	Year 1	6/30/2024	6/29/2025	12	\$0.00	160	\$0.00
<b>TOTAL:</b>							<b>\$444,736.00</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	6/30/2025	6/29/2026	12	\$2,918.58	160	\$466,972.80
> Accela Building - SaaS	Year 2	6/30/2025	6/29/2026	12	\$0.00	160	\$0.00
> Accela Planning - SaaS	Year 2	6/30/2025	6/29/2026	12	\$0.00	160	\$0.00
> Accela Environmental Health - SaaS	Year 2	6/30/2025	6/29/2026	12	\$0.00	160	\$0.00
<b>TOTAL:</b>							<b>\$466,972.80</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	6/30/2026	6/29/2027	12	\$3,064.51	160	\$490,321.44
> Accela Building - SaaS	Year 3	6/30/2026	6/29/2027	12	\$0.00	160	\$0.00
> Accela Planning - SaaS	Year 3	6/30/2026	6/29/2027	12	\$0.00	160	\$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
> Accela Environmental Health - SaaS	Year 3	6/30/2026	6/29/2027	12	\$0.00	160	\$0.00
<b>TOTAL:</b>							<b>\$490,321.44</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	6/30/2027	6/29/2028	12	\$3,217.73	160	\$514,837.51
> Accela Building - SaaS	Year 4	6/30/2027	6/29/2028	12	\$0.00	160	\$0.00
> Accela Planning - SaaS	Year 4	6/30/2027	6/29/2028	12	\$0.00	160	\$0.00
> Accela Environmental Health - SaaS	Year 4	6/30/2027	6/29/2028	12	\$0.00	160	\$0.00
<b>TOTAL:</b>							<b>\$514,837.51</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	6/30/2028	6/29/2029	12	\$3,378.62	160	\$540,579.39
> Accela Building - SaaS	Year 5	6/30/2028	6/29/2029	12	\$0.00	160	\$0.00
> Accela Planning - SaaS	Year 5	6/30/2028	6/29/2029	12	\$0.00	160	\$0.00
> Accela Environmental Health - SaaS	Year 5	6/30/2028	6/29/2029	12	\$0.00	160	\$0.00
<b>TOTAL:</b>							<b>\$540,579.39</b>

**Pricing Summary**

Period	Net Total
Year 1	\$ 444,736.00
Year 2	\$ 466,972.80
Year 3	\$ 490,321.44
Year 4	\$ 514,837.51
Year 5	\$ 540,579.39
<b>Total</b>	<b>\$ 2,457,447.14</b>

**Additional Terms:**

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.

2. This Order Form, including any OnPrem Licenses, Maintenance and Support, and Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at <https://www.accela.com/terms/> will govern as applicable, based on the Customer's purchase.

3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4. If Customer has a prior agreement with Accela, and this purchase is co-termining with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

6. Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

Signatures

**Accela, Inc.**

**Customer**

Signature:



Signature:



Print Name:

Michael E. Gigliello

Print Name:

Linda Gorton

Title:

Controller

Title:

Mayor

Date:

5/31/2024

Date:

6/6/2024



Proposed by: Rick Sabala  
 Contact Phone:  
 Contact Email: rsabala@accela.com  
 Quote ID: Q-36625  
 Valid Through: 6/30/2025  
 Currency: USD

9110 Alcosta Blvd, Suite H #3030  
 San Ramon, CA, 94583

## Order Form

### Address Information

#### Bill To:

Lexington-Fayette Urban County Govt.  
 200 E. Main Street  
 Lexington, Kentucky 40507  
 United States

#### Ship To:

Lexington-Fayette Urban County Govt.  
 200 E. Main Street  
 Lexington, Kentucky, 40507  
 United States

Billing Name: Kevin Wentle  
 Billing Phone: 8592583436  
 Billing Email: kwente@lexingtonky.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	06/30/2025	06/29/2026	12	\$2,100.00	165	\$346,500.00
> Accela Building - SaaS	Year 1	06/30/2025	06/29/2026	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 1	06/30/2025	06/29/2026	12	\$0.00	165	\$0.00
> Accela Environmental Health - SaaS	Year 1	06/30/2025	06/29/2026	12	\$0.00	165	\$0.00
Multi Solution User	Year 1	06/30/2025	06/29/2026	12	\$2,100.00	120	\$252,000.00
> Accela Infrastructure Management - SaaS	Year 1	06/30/2025	06/29/2026	12	\$0.00	120	\$0.00
Velosimo Accela Civic Platform – OpenCounter Connector (3rd Party Service)	Year 1	06/30/2025	06/29/2026	12	\$0.00	1	\$0.00
Enhanced Reporting Database (ERD) Building	Year 1	06/30/2025	06/29/2026	12	\$11,578.95	1	\$11,578.95
Enhanced Reporting Database (ERD) Water	Year 1	06/30/2025	06/29/2026	12	\$8,421.05	1	\$8,421.05
<b>TOTAL:</b>							\$618,500.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	06/30/2026	06/29/2027	12	\$2,205.00	165	\$363,825.00
> Accela Building - SaaS	Year 2	06/30/2026	06/29/2027	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 2	06/30/2026	06/29/2027	12	\$0.00	165	\$0.00
> Accela Environmental Health - SaaS	Year 2	06/30/2026	06/29/2027	12	\$0.00	165	\$0.00
Multi Solution User	Year 2	06/30/2026	06/29/2027	12	\$2,205.00	120	\$264,600.00

> Accela Infrastructure Management - SaaS	Year 2	06/30/2026	06/29/2027	12	\$0.00	120	\$0.00
Enhanced Reporting Database (ERD) Building	Year 2	06/30/2026	06/29/2027	12	\$12,157.90	1	\$12,157.90
Enhanced Reporting Database (ERD) Water	Year 2	06/30/2026	06/29/2027	12	\$8,842.10	1	\$8,842.10
<b>TOTAL:</b>							\$649,425.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	06/30/2027	06/29/2028	12	\$2,315.25	165	\$382,016.25
> Accela Building - SaaS	Year 3	06/30/2027	06/29/2028	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 3	06/30/2027	06/29/2028	12	\$0.00	165	\$0.00
> Accela Environmental Health - SaaS	Year 3	06/30/2027	06/29/2028	12	\$0.00	165	\$0.00
Multi Solution User	Year 3	06/30/2027	06/29/2028	12	\$2,315.25	120	\$277,830.00
> Accela Infrastructure Management - SaaS	Year 3	06/30/2027	06/29/2028	12	\$0.00	120	\$0.00
Enhanced Reporting Database (ERD) Building	Year 3	06/30/2027	06/29/2028	12	\$12,765.79	1	\$12,765.79
Enhanced Reporting Database (ERD) Water	Year 3	06/30/2027	06/29/2028	12	\$9,284.21	1	\$9,284.21
<b>TOTAL:</b>							\$681,896.25

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	06/30/2028	06/29/2029	12	\$2,431.01	165	\$401,117.06
> Accela Building - SaaS	Year 4	06/30/2028	06/29/2029	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 4	06/30/2028	06/29/2029	12	\$0.00	165	\$0.00
> Accela Environmental Health - SaaS	Year 4	06/30/2028	06/29/2029	12	\$0.00	165	\$0.00
Multi Solution User	Year 4	06/30/2028	06/29/2029	12	\$2,431.01	120	\$291,721.50
> Accela Infrastructure Management - SaaS	Year 4	06/30/2028	06/29/2029	12	\$0.00	120	\$0.00
Enhanced Reporting Database (ERD) Building	Year 4	06/30/2028	06/29/2029	12	\$13,404.08	1	\$13,404.08
Enhanced Reporting Database (ERD) Water	Year 4	06/30/2028	06/29/2029	12	\$9,748.42	1	\$9,748.42
<b>TOTAL:</b>							\$715,991.06

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	06/30/2029	06/29/2030	12	\$2,552.56	165	\$421,172.92
> Accela Building - SaaS	Year 5	06/30/2029	06/29/2030	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 5	06/30/2029	06/29/2030	12	\$0.00	165	\$0.00

> Accela Environmental Health - SaaS	Year 5	06/30/2029	06/29/2030	12	\$0.00	165	\$0.00	
Multi Solution User	Year 5	06/30/2029	06/29/2030	12	\$2,552.56	120	\$306,307.58	
> Accela Infrastructure Management - SaaS	Year 5	06/30/2029	06/29/2030	12	\$0.00	120	\$0.00	
Enhanced Reporting Database (ERD) Building	Year 5	06/30/2029	06/29/2030	12	\$14,074.29	1	\$14,074.29	
Enhanced Reporting Database (ERD) Water	Year 5	06/30/2029	06/29/2030	12	\$10,235.84	1	\$10,235.84	
<b>TOTAL:</b>								\$751,790.63

**Pricing Summary**

Period	Net Total
Year 1	\$618,500.00
Year 2	\$649,425.00
Year 3	\$681,896.25
Year 4	\$715,991.06
Year 5	\$751,790.63
<b>Total</b>	<b>\$3,417,602.94</b>

**Additional Terms:**

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.
2. This Order Form, including any OnPrem Licenses, Maintenance and Support, Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply, or have otherwise been terminated, the following terms at [AccelaTerms](#) will govern as applicable, based on the Customer's purchase.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.
5. If this Order Form is executed or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.
6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.
8. Use of Velosimo products is subject to the applicable terms and conditions provided at [Velosimo](#).
9. The necessary access URL and credentials will be provided to allow the Customer and its Authorized Users access

to the subscription service.

10. If Customer has Enhanced Reporting Database, pricing will be based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

<b>Signatures</b>	
<b>Accela, Inc.</b>	<b>Customer</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE NECESSARY DOCUMENTS TO AMEND THE EXISTING CONTRACT AND ORDER FORM WITH ACCELA, INC. TO EXPAND THE SCOPE OF THE AGREEMENT TO INCLUDE THE MIGRATION OF THE CURRENT ON-PREMISE INSTANCE OF ACCELA, INC. FOR THE DIVISION OF WATER QUALITY TO THE CLOUD AND INCLUDE AN ENTERPRISE REPORTING DATABASE TO PROVIDE DIRECT ACCESS TO DATA, AT A COST NOT TO EXCEED \$618,500.00 FOR FY2026, WITH A FIVE PERCENT (5%) ANNUAL INCREASE, CONTINGENT UPON THE APPROPRIATION OF SUFFICIENT FUNDS IN FUTURE FISCAL YEARS, AND FURTHER AUTHORIZING THE MAYOR OR THE CHIEF INFORMATION OFFICER AS HER DESIGNEE TO EXECUTE ANY FUTURE DOCUMENTS, INCLUDING ANNUAL RENEWALS, NECESSARY FOR THE IMPLEMENTATION, OPERATION, SUPPORT OR MAINTENANCE OF THE SAME.

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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 necessary documents, attached hereto and incorporated herein by reference, to amend the existing contract and order form with Accela, Inc. to expand the scope of the agreement to include the migration of the current on-premise instance of Accela, Inc. for the Division of Water Quality to the cloud, and include an enterprise reporting database to provide direct access to data, and further authorizing the Mayor or the Chief Information Officer as her designee, to execute any future documents, including annual renewals, necessary for the implementation, operation, support, or maintenance of the same, contingent upon the appropriation of sufficient funds in future fiscal years.

Section 2 – That an amount, not to exceed the sum of \$618,500.00 for FY26, be and hereby is approved for payment to Accela, Inc., from the following accounts in the following amounts: #1101-202505-71307 (\$284,510.00), #1115-202505-71307 (\$92,775.00), #4002-202505-71307 (\$142,255.00), and #4201-202505-71307 (\$98,960.00), pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

0632-25:GET:4925-3175-9442, v. 1

RESOLUTION NO. 342 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE NECESSARY DOCUMENTS TO AMEND THE EXISTING CONTRACT AND ORDER FORM WITH ACCELA, INC. TO EXPAND THE SCOPE OF THE AGREEMENT TO INCLUDE THE MIGRATION OF THE CURRENT ON-PREMISE INSTANCE OF ACCELA, INC. FOR THE DIVISION OF WATER QUALITY TO THE CLOUD AND INCLUDE AN ENTERPRISE REPORTING DATABASE TO PROVIDE DIRECT ACCESS TO DATA, AT A COST NOT TO EXCEED \$618,500.00 FOR FY2026, WITH A FIVE PERCENT (5%) ANNUAL INCREASE, CONTINGENT UPON THE APPROPRIATION OF SUFFICIENT FUNDS IN FUTURE FISCAL YEARS, AND FURTHER AUTHORIZING THE MAYOR OR THE CHIEF INFORMATION OFFICER AS HER DESIGNEE TO EXECUTE ANY FUTURE DOCUMENTS, INCLUDING ANNUAL RENEWALS, NECESSARY FOR THE IMPLEMENTATION, OPERATION, SUPPORT OR MAINTENANCE OF THE SAME.

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 necessary documents, attached hereto and incorporated herein by reference, to amend the existing contract and order form with Accela, Inc. to expand the scope of the agreement to include the migration of the current on-premise instance of Accela, Inc. for the Division of Water Quality to the cloud, and include an enterprise reporting database to provide direct access to data, and further authorizing the Mayor or the Chief Information Officer as her designee, to execute any future documents, including annual renewals, necessary for the implementation, operation, support, or maintenance of the same, contingent upon the appropriation of sufficient funds in future fiscal years.

Section 2 – That an amount, not to exceed the sum of \$618,500.00 for FY26, be and hereby is approved for payment to Accela, Inc., from the following accounts in the following amounts: #1101-202505-71307 (\$284,510.00), #1115-202505-71307 (\$92,775.00), #4002-202505-71307 (\$142,255.00), and #4201-202505-71307 (\$98,960.00), pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

  
MAYOR

ATTEST:  
  
CLERK OF URBAN COUNTY COUNCIL

**FIRST AMENDMENT  
TO ACCELA MASTER SOFTWARE AS A SERVICE (SaaS) AGREEMENT,**

This First Amendment ("First Amendment") is made and entered into as of ~~June~~ <sup>July 2</sup> 2025 ("First Amendment Effective Date"), by and between ACCELA, INC. ("ACCELA") and Lexington-Fayette Urban County Government ("County"), and amends that Accela Master Software as a Service (SaaS) Agreement, dated June 6, 2024 ("Agreement") as executed by the parties.

**WHEREAS**, ACCELA and County wish to amend the Agreement, in accordance with the terms and conditions of this First Amendment; and

**WHEREAS**, the capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Agreement; and

**WHEREAS**, ACCELA and County agree that, with the exception of any agreements that are presently active under the Agreement, which remain in full force, this First Amendment modifies the Agreement between the parties commencing as of the First Amendment Effective Date.

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings contained herein, and subject to the terms and conditions set forth herein, the parties hereby agree as follows:

1. **Exhibit B, "Order Form" of the Agreement is hereby amended by deleting the existing Exhibit B "Order Form" and replacing it in full with the Order Form attached to this Amendment:**
2. **Termination for Convenience.** Notwithstanding anything to the contrary, County may terminate this First Amendment for convenience provided ACCELA is provided with 30 days' notice. In the event of termination of this First Amendment, ACCELA shall be paid all fees up to the date of termination. Notwithstanding anything to the contrary, prepaid fees are not subject to refund.
3. Except as so amended, all other provisions of the Agreement shall remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused their duly authorized representatives to execute, this First Amendment as of the First Amendment Effective Date.

**Lexington-Fayette Urban County Government**

Signature:   
Name: Linda Gorton  
Date: Mayer

**ACCELA, INC.**

Signature:   
Name: Michael E. Gigliello  
Date: 6/27/25



Proposed by: Rick Sabala  
 Contact Phone:  
 Contact Email: rsabala@accela.com  
 Quote ID: Q-36625  
 Valid Through: 7/30/2025  
 Currency: USD

9110 Alcosta Blvd, Suite H #3030  
 San Ramon, CA, 94583

## Order Form

### Address Information

**Bill To:**

Lexington-Fayette Urban County Govt.  
 200 E. Main Street  
 Lexington, Kentucky 40507  
 United States

**Ship To:**

Lexington-Fayette Urban County Govt.  
 200 E. Main Street  
 Lexington, Kentucky, 40507  
 United States

Billing Name: Kevin Wentle  
 Billing Phone: 8592583436  
 Billing Email: kwente@lexingtonky.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	06/30/2025	06/29/2026	12	\$2,100.00	165	\$346,500.00
> Accela Building - SaaS	Year 1	06/30/2025	06/29/2026	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 1	06/30/2025	06/29/2026	12	\$0.00	165	\$0.00
> Accela Environmental Health - SaaS	Year 1	06/30/2025	06/29/2026	12	\$0.00	165	\$0.00
Multi Solution User	Year 1	06/30/2025	06/29/2026	12	\$2,100.00	120	\$252,000.00
> Accela Infrastructure Management - SaaS	Year 1	06/30/2025	06/29/2026	12	\$0.00	120	\$0.00
Velosimo Accela Civic Platform – OpenCounter Connector (3rd Party Service)	Year 1	06/30/2025	06/29/2026	12	\$0.00	1	\$0.00
Enhanced Reporting Database (ERD) Building	Year 1	06/30/2025	06/29/2026	12	\$11,578.95	1	\$11,578.95
Enhanced Reporting Database (ERD) Water	Year 1	06/30/2025	06/29/2026	12	\$8,421.05	1	\$8,421.05
<b>TOTAL:</b>							\$618,500.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	06/30/2026	06/29/2027	12	\$2,205.00	165	\$363,825.00
> Accela Building - SaaS	Year 2	06/30/2026	06/29/2027	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 2	06/30/2026	06/29/2027	12	\$0.00	165	\$0.00
> Accela Environmental Health - SaaS	Year 2	06/30/2026	06/29/2027	12	\$0.00	165	\$0.00
Multi Solution User	Year 2	06/30/2026	06/29/2027	12	\$2,205.00	120	\$264,600.00

> Accela Infrastructure Management - SaaS	Year 2	06/30/2026	06/29/2027	12	\$0.00	120	\$0.00
Enhanced Reporting Database (ERD) Building	Year 2	06/30/2026	06/29/2027	12	\$12,157.90	1	\$12,157.90
Enhanced Reporting Database (ERD) Water	Year 2	06/30/2026	06/29/2027	12	\$8,842.10	1	\$8,842.10
<b>TOTAL:</b>							\$649,425.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	06/30/2027	06/29/2028	12	\$2,315.25	165	\$382,016.25
> Accela Building - SaaS	Year 3	06/30/2027	06/29/2028	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 3	06/30/2027	06/29/2028	12	\$0.00	165	\$0.00
> Accela Environmental Health - SaaS	Year 3	06/30/2027	06/29/2028	12	\$0.00	165	\$0.00
Multi Solution User	Year 3	06/30/2027	06/29/2028	12	\$2,315.25	120	\$277,830.00
> Accela Infrastructure Management - SaaS	Year 3	06/30/2027	06/29/2028	12	\$0.00	120	\$0.00
Enhanced Reporting Database (ERD) Building	Year 3	06/30/2027	06/29/2028	12	\$12,765.79	1	\$12,765.79
Enhanced Reporting Database (ERD) Water	Year 3	06/30/2027	06/29/2028	12	\$9,284.21	1	\$9,284.21
<b>TOTAL:</b>							\$681,896.25

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	06/30/2028	06/29/2029	12	\$2,431.01	165	\$401,117.06
> Accela Building - SaaS	Year 4	06/30/2028	06/29/2029	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 4	06/30/2028	06/29/2029	12	\$0.00	165	\$0.00
> Accela Environmental Health - SaaS	Year 4	06/30/2028	06/29/2029	12	\$0.00	165	\$0.00
Multi Solution User	Year 4	06/30/2028	06/29/2029	12	\$2,431.01	120	\$291,721.50
> Accela Infrastructure Management - SaaS	Year 4	06/30/2028	06/29/2029	12	\$0.00	120	\$0.00
Enhanced Reporting Database (ERD) Building	Year 4	06/30/2028	06/29/2029	12	\$13,404.08	1	\$13,404.08
Enhanced Reporting Database (ERD) Water	Year 4	06/30/2028	06/29/2029	12	\$9,748.42	1	\$9,748.42
<b>TOTAL:</b>							\$715,991.06

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	06/30/2029	06/29/2030	12	\$2,552.56	165	\$421,172.92
> Accela Building - SaaS	Year 5	06/30/2029	06/29/2030	12	\$0.00	165	\$0.00
> Accela Planning - SaaS	Year 5	06/30/2029	06/29/2030	12	\$0.00	165	\$0.00

> Accela Environmental Health - SaaS	Year 5	06/30/2029	06/29/2030	12	\$0.00	165	\$0.00	
Multi Solution User	Year 5	06/30/2029	06/29/2030	12	\$2,552.56	120	\$306,307.58	
> Accela Infrastructure Management - SaaS	Year 5	06/30/2029	06/29/2030	12	\$0.00	120	\$0.00	
Enhanced Reporting Database (ERD) Building	Year 5	06/30/2029	06/29/2030	12	\$14,074.29	1	\$14,074.29	
Enhanced Reporting Database (ERD) Water	Year 5	06/30/2029	06/29/2030	12	\$10,235.84	1	\$10,235.84	
<b>TOTAL:</b>								<b>\$751,790.63</b>

#### Pricing Summary

Period	Net Total
Year 1	\$618,500.00
Year 2	\$649,425.00
Year 3	\$681,896.25
Year 4	\$715,991.06
Year 5	\$751,790.63
<b>Total</b>	<b>\$3,417,602.94</b>

#### Additional Terms:

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.
2. This Order Form, including any OnPrem Licenses, Maintenance and Support, Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply, or have otherwise been terminated, the following terms at [AccelaTerms](#) will govern as applicable, based on the Customer's purchase.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If Customer has a prior agreement with Accela, and this purchase is co-termining with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.
5. If this Order Form is executed or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.
6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.
8. Use of Velosimo products is subject to the applicable terms and conditions provided at [Velosimo](#).
9. The necessary access URL and credentials will be provided to allow the Customer and its Authorized Users access

to the subscription service.

10. If Customer has Enhanced Reporting Database, pricing will be based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

Signatures

Accela, Inc.

Customer

Signature:



Signature:



Print Name:

Michael E. Gigliello

Print Name:

Linda Gorton

Title:

Controller

Title:

Mayer

Date:

6/27/25

Date:

7/2/2025

# Statement of Work

## **Lexington-Fayette County, KY Asset Management SaaS Migration Services**

5/19/2025

Version 1.0

Accela, Inc.  
2633 Camino Ramon  
Suite 120  
San Ramon, CA 94583  
Tel: 925-659-3200

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**DOCUMENT CONTROL**

Date	Author	Version	Change Reference
5/19/2025	E. Strang	1.0	SOW Creation

## INTRODUCTION

### OVERVIEW

This Statement of Work (“SOW”) dated as of the last date of signature below sets forth the scope and definition of the project-based professional services (collectively, the “Professional Services”) to be provided by Accela, Inc., its affiliates and/or agents (“Accela”) for Lexington-Fayette County, KY (“Agency” or “Customer”).

This SOW is issued pursuant to and governed by the terms and conditions of the Accela Consulting Services Policy found at [www.accela.com/terms](http://www.accela.com/terms).

In the event of a conflict between the SOW and the Agreement, the terms of the SOW shall prevail as to pricing, delivery dates, and description of the applicable Professional Services but will not prevail over, modify, or terminate any surviving provision of the Agreement. This SOW is effective as of the date that the SOW was last signed by the Customer and Accela (“SOW Effective Date”).

Notwithstanding anything to the contrary, Accela is not assigning or licensing any intellectual property to the Customer under this SOW.

### SCOPE OF SERVICES

This document captures the configurations Customer will receive and provides visibility into how Accela will perform the implementation/migration/configuration of your solution according to the below terms.

Accela will provide services to the Agency for migrating the Accela on-premise Civic Platform instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire.

- Import/upgrade of MS SQL DBs (up to 3 environments: Development, Test, Production)
- Assistance migrating 6 specific interfaces:
  - GIS with XAPO
  - EDMS (OnBase)
  - Condition Assessments
  - State of KY WO/CA
  - Salesforce
- Migration of up to 125 SSRS reports
- Assist in integrating Azure SSO
- Up to 40 hour of issue resolution and testing assistance during UAT
- Go live planning and cutover assistance

#### Products

The following Accela products are in scope for this Project:

- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *Accela Mobile*

## WORK DESCRIPTION

Accela will perform a migration of the customer's on-premise Accela environments using MS SQL (up to 3 environments: Support, Test, Production) to the Accela SaaS platform.

### Steps:

1. Customer provides an updated backup of the MS SQL databases for the environments to be migrated
2. Perform the database migration (Accela, Jetspeed, AGIS, AMO, and ADS databases as required)
  - a. Copy database to Accela site
  - b. Execute preparation and remediation scripts; drop any custom objects
  - c. Import data from the MS SQL DB into Accela SaaS SQL instance
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Load ADS documents
7. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
8. Execute automated test tool to ensure proper system functionality
9. Customer performs migration validation
10. Remediate any data issues that found from the migration
11. Provide the customer with a backup of the revised SQL DB
12. Upgrade EMSE master scripts to the current version
13. Migrate and Test integrations
  - Repoint service endpoints to new URLs
  - Adjust firewall rules and network topologies as necessary
  - Update interface EMSE scripting dependences for Azure compatibility
  - Unit test and ensure base functionality
14. Migrate and update SSRS reports (maximum of 150)
  - Import reports into the Accela SaaS environment
  - Update reports to remove dependencies on custom objects (stored procedures, functions)
  - Facilitate customer testing and remediate any issues found resulting from migration
15. Validate Ad Hoc reports
  - Remove dependencies on custom views where possible
  - Convert to SSRS as needed
16. Develop go live plan
17. Final go-live/roll back decision
18. Execute go live plan
19. Provide 2 weeks of post go live support from the project team

## OUT OF SCOPE

Any Coding, conversion or additional services not specifically described in this document is the responsibility of Agency.

## PROJECT ASSUMPTIONS

### GENERAL PROJECT ASSUMPTIONS

- Agency will provide the necessary data, files, and other specified inputs to perform the work described in this agreement. These items will be uploaded to secure Azure storage by the Agency. Failure to provide these items in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Agency will ensure that Accela resources have access to a Dev or Test version of the 3<sup>rd</sup> party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3<sup>rd</sup> party system.
- Agency will provide source code for relevant interfaces in scope. If source code is unavailable, then the project may be delayed or additional cost may result from the re-development of a new interface.

### Integration Assumptions

- Hosting of interfaces remains the responsibility of the agency unless specifically included in the Accela SaaS license agreement.
- The agency will purchase the Enhanced Reporting Database (ERD) as part of their SaaS license. If the agency does not purchase ERD, then additional scope may be required to migrate interfaces.

## PROJECT TIMELINE

The project is estimated to take 7 months. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

## PROJECT COMPLETION

Upon completion of the work defined above, this contract will be closed.

## PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request to Accela to put the project on hold. Delays of two (2) weeks or more that have a tangible impact to Accela's resource plan are subject to Change Order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the SOW and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the SOW at the time of the delay. After that time, Accela can choose to cancel the rest of the SOW. To finish the project will require a new SOW at new pricing at the standard rates.

## PAYMENT TERMS

### PAYMENT SCHEDULE

The cost of services for the Asset Management OPU is \$250,000. Accela is applying the \$160,000 reducing the payment amount of this to, \$90,000.

- 50% due at contract signing \$45,000.

- 50% invoiced at completion \$45,000.

## EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

## CONTRACT SUM

The total estimated amount payable under this SOW, as calculated from the above-mentioned fees, is \$90,000. This estimated price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

## ADMINISTRATION

### CHANGE ODERS

In order to make a change to the scope of the Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Change Order, based on the standard rate for Accela resources of \$250 per hour. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. If Accela's effort changes, such as changes to the baseline schedule, roles, responsibilities, assumptions, or scope, or if additional support hours are required, a Change Order will be created that details these changes and impact to project and cost (if any). Any Change Order must be agreed to by Accela and Agency prior to commencing any activities defined in the Change Order.

### EXPIRATION

The scope and terms of this SOW must be executed by 6/30/2025. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

### DISCLAIMERS

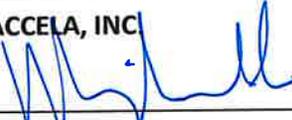
Accela makes no warranties in respect of its Professional Services described in this SOW except as set out in the Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Professional Services, Products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, integrations and adaptors.

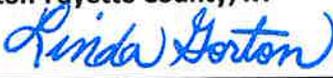
In the event Agency requires significant work beyond the scope of the included configuration and onboarding services, Accela may request that Agency separately engages Accela's Professional Services organization to complete the out-of-scope services. In such instance, a separate proposal and statement of work for the additional services will be drawn up and agreed between the parties.

organization to complete the out-of-scope services. In such instance, a separate proposal and statement of work for the additional services will be drawn up and agreed between the parties.

## SIGNATURES

This SOW is agreed to by the parties and made effective upon the date of last signature. If undated by Agency, the effective date will be as of the Accela signature hereto.

<b>ACCELA, INC</b>

Authorized Signature
<u>Michael E. Gigliello</u>
Name – Type or Print
<u>Controller</u>
Title
<u>6/27/25</u>
Date

<b>Lexington-Fayette County, KY</b>

Authorized Signature
<u>Linda Gorton</u>
Name – Type or Print
<u>Mayer</u>
Title
<u>7/2/2025</u>
Date

Q-361910 - USD 19,110.00



# Quotation

**Address:**  
Magnet Forensics, LLC  
931 Monroe Drive NE  
Suite A102-340  
Atlanta, Georgia 30308  
United States

**Phone:** 519-342-0195

**Quote #:** Q-361910-1  
**Issue Date:** 10 Apr, 2025  
**Expires On:** 16 Sep, 2024

**Bill To**  
Chris Sizemore  
Lexington Police Department (KY)  
150 East Main Street  
Lexington, Kentucky 40507  
United States  
(859)258-3541  
csizemore@lexingtonpolice.ky.gov

**Ship To**  
Chris Sizemore  
Lexington Police Department (KY)  
150 East Main Street  
Lexington, Kentucky 40507  
United States  
(859)258-3541  
csizemore@lexingtonpolice.ky.gov

**End User**  
Chris Sizemore  
Lexington Police Department (KY)  
150 East Main Street  
Lexington Kentucky 40507  
United States  
(859)258-3541  
csizemore@lexingtonpolice.ky.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Zach Witt		zach.witt@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
6DVR04	DVR Examiner	1 Sep, 2025 to 31 Aug, 2026	USD 5,250.00	1	USD 5,250.00
6AX110	Magnet AXIOM Essentials	1 Sep, 2025 to 31 Aug, 2026	USD 4,620.00	1	USD 4,620.00
6AX110	Magnet AXIOM Essentials	1 Sep, 2025 to 31 Aug, 2026	USD 4,620.00	1	USD 4,620.00
6AX110	Magnet AXIOM Essentials	1 Sep, 2025 to 31 Aug, 2026	USD 4,620.00	1	USD 4,620.00

Sub-Total USD 19,110.00  
Taxes USD 0.00  
**Grand Total USD 19,110.00**

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

**Terms & Conditions**

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Q-361910 - USD 19,110.00

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

**Signature:** Linda Gorton **Date:** 1/2/25  
**Name (Print):** Linda Gorton **Title:** Mayor

Please sign and email to Zach Witt at zach.witt@magnetforensics.com



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0638-25**

**File ID:** 0638-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 202-2025

**In Control:** Urban County Council

**File Created:** 06/20/2025

**File Name:** KY APEX Agreement for Procurement

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Memorandum of Agreement with Ky. Science and Technology Corporation for services aimed at assisting the public in navigating government contracting opportunities, for the Div. of Procurement, at a cost not to exceed \$8,400. [Div. of Procurement, Slatin]

**Notes:** Stamped and filed in the CCO. Returned to Sherita Miller via IOM 7/3/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** BlueSheet Memo Kentucky Apex Accelerator 6-20-25.docx, LFUCG -KY APEX Accelerator MOA 2025-26.pdf, RESO 0638-25- KSTC contract 4928-2968-2002 v.1.docx, R-343-2025, 202-2025 - 343-2025 - CONTRACT - 2025 - CLK - Contracts - 7-10-2025

**Enactment Number:** R-343-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Slatin

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0638-25

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Memorandum of Agreement with Ky. Science and Technology Corporation for services aimed at assisting the public in navigating government contracting

opportunities, for the Div. of Procurement, at a cost not to exceed \$8,400. [Div. of Procurement, Slatin]

**Summary**

Authorization to execute a Memorandum of Agreement with the Ky. Science and Technology Corporation and its Kentucky APEX Accelerator, to provide joint classes, outreach events and webinars that support LFUCG's Minority Business Enterprise Program, at a cost not to exceed \$8,400 for a period of July 1, 2025 to June 30, 2026. Funds are Budgeted. (L0638-25)(Slatin/Hensley)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** {Yes, Completed by Cravens, 6-16-2025}

**Risk Management:** N/A

Fully Budgeted [select]: Yes

Account Number: 1101-202801-0001-71299

This Fiscal Year Impact: \$8,400.00

Annual Impact: \$8,400.00

Project:

Activity:

Budget Reference:

Current Balance: \$24,000



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

**FROM: TODD SLATIN, DIRECTOR  
DIVISION OF CENTRAL PURCHASING**

**DATE: June 20, 2025**

**SUBJECT: MOA between the LFUCG and the Kentucky Science  
and Technology Corporation (Kentucky APEX  
Accelerator)**

---

**Request:**

Request Council authorization to execute a Memorandum of Agreement with the Kentucky Science and Technology Corporation (KSTC) and their Kentucky APEX Accelerator at a cost not to exceed \$8,400.00.

**Why are you requesting?**

The Kentucky Apex Accelerator will assist the LFUCG Minority Business Enterprise Program in providing joint classes, outreach events and webinars designed to increase MBE, WBE and veteran-owned business participation on LFUCG projects and procurement opportunities. The Kentucky Apex Accelerator provides technical capabilities and a network of clients that are beneficial to the advancement of the LFUCG Minority Business Enterprise Program. The agreement shall remain in effect until the successful completion of all outreach sessions or until June 30, 2026, whichever occurs first unless extended or terminated in writing by both parties.

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

\$8,400.00, funds are budgeted

**Are the funds budgeted?** Yes, funds are fully budgeted in 1101-202801-0001-71299

**File Number: 0638-25**



**Director/Commissioner:** Slatin/Hensley





**MEMORANDUM OF AGREEMENT**

**Between**

**Lexington-Fayette Urban County Government and The Kentucky APEX Accelerator**

**This Memorandum of Agreement (“Agreement”) is entered into by and between the Lexington-Fayette Urban County Government (LFUCG), through its Division of Procurement, and the Kentucky APEX Accelerator, a program operated by Kentucky Science and Technology Corporation (KSTC), collectively referred to as the “Parties.”**

**Background:**

KSTC is an independent non-profit 501(c)(3) organization founded in 1987 that develops and manages creative initiatives in education, entrepreneurship, and economic competitiveness. The Kentucky APEX Accelerator is an initiative of KSTC that promotes economic development by enabling small and disadvantaged businesses to understand better and navigate government contracting opportunities. The Lexington-Fayette Urban County Government is an urban county government and a political subdivision of the Commonwealth of Kentucky, which procures goods and services for public projects in Lexington-Fayette County.

**Purpose:**

This Agreement outlines the mutual understanding and expectations between LFUCG and the Kentucky APEX Accelerator for voluntary outreach and support sessions designed, consistent with federal anti-discrimination law, to engage, educate, and assist small and disadvantaged businesses including minority-, women-, and veteran-owned businesses, within Lexington-Fayette County in navigating government contracting opportunities.

**Scope of Services:**

Under this Agreement, the Kentucky APEX Accelerator will deliver a total of seven (7) voluntary outreach and engagement sessions in coordination with LFUCG during the fiscal year (i.e., July 1, 2025 – June 30, 2026). These sessions may include educational workshops, technical assistance events, networking opportunities, or other formats agreed upon by both parties that align with shared economic development goals, but these sessions will not assign benefits or burdens in LFUCG contracting opportunities on the basis of race, ethnicity, or national origin.

**Compensation:**

LFUCG shall provide a flat payment of \$8,400 to the Kentucky APEX Accelerator for completing the events. Payment may be issued upon execution of this Agreement and submission of a corresponding invoice before July 31, 2025. The parties agree that payment provided by LFUCG will be funded from non-federal sources.

**Term of Agreement:**

This Agreement shall be effective upon signature by both parties. It shall remain in effect until



# Kentucky APEX Accelerator

the successful completion of all outreach sessions or until June 30, 2026, whichever occurs first, unless extended or terminated by a writing signed by both parties.

### Point of Contact:

For coordination and communication:

- **LFUCG Contact:** Sherita Miller, MPA, CPSD, Minority Business Enterprise Liaison, Division of Procurement
- **Kentucky APEX Accelerator Contact:** Nancy Brown, Executive Director, Kentucky APEX Accelerator

### Miscellaneous:

Both Parties commit to acting in good faith and cooperating with one another to meet the stated objectives of this Agreement.

### AGREED TO BY:

#### Lexington-Fayette Urban County Government

By: \_\_\_\_\_  
 Name: Linda Gorton  
 Title: Mayor  
 Date: \_\_\_\_\_

#### Kentucky APEX Accelerator / KSTC

By: [Signature]  
 Name: F.T. Samuel, Jr.  
 Title: CEO  
 Date: 16 JUNE, 2025

RESOLUTION NO. \_\_\_\_\_ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE MEMORANDUM OF AGREEMENT WITH KENTUCKY SCIENCE AND TECHNOLOGY CORPORATION FOR SERVICES AIMED AT ASSISTING THE PUBLIC IN NAVIGATING GOVERNMENT CONTRACTING OPPORTUNITIES, FOR THE DIVISION OF PROCUREMENT, AT A COST NOT TO EXCEED \$8,400.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with Kentucky Science and Technology Corporation, for services aimed at assisting the public in navigating government contracting opportunities, for the Division of Procurement.

Section 2 – That an amount, not to exceed the sum of \$8,400.00, be and hereby is approved for payment to Kentucky Science and Technology Corporation, from account # 1101-202801-0001-71299, pursuant to the terms of the Memorandum of Agreement.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

0638-25:EPT\_4928-2968-2002, v. 1

RESOLUTION NO. 343 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE MEMORANDUM OF AGREEMENT WITH KENTUCKY SCIENCE AND TECHNOLOGY CORPORATION FOR SERVICES AIMED AT ASSISTING THE PUBLIC IN NAVIGATING GOVERNMENT CONTRACTING OPPORTUNITIES, FOR THE DIVISION OF PROCUREMENT, AT A COST NOT TO EXCEED \$8,400.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with Kentucky Science and Technology Corporation, for services aimed at assisting the public in navigating government contracting opportunities, for the Division of Procurement.

Section 2 – That an amount, not to exceed the sum of \$8,400.00, be and hereby is approved for payment to Kentucky Science and Technology Corporation, from account # 1101-202801-0001-71299, pursuant to the terms of the Memorandum of Agreement.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

---

MAYOR

ATTEST:

*[Signature]*

---

CLERK OF URBAN COUNTY COUNCIL

0638-25:EPT\_4928-2968-2002, v. 1



R-343-2025  
Contract #202-2025

**Kentucky APEX Accelerator**

## MEMORANDUM OF AGREEMENT

**Between**

**Lexington-Fayette Urban County Government and The Kentucky APEX Accelerator**

**This Memorandum of Agreement (“Agreement”) is entered into by and between the Lexington-Fayette Urban County Government (LFUCG), through its Division of Procurement, and the Kentucky APEX Accelerator, a program operated by Kentucky Science and Technology Corporation (KSTC), collectively referred to as the “Parties.”**

### **Background:**

KSTC is an independent non-profit 501(c)(3) organization founded in 1987 that develops and manages creative initiatives in education, entrepreneurship, and economic competitiveness. The Kentucky APEX Accelerator is an initiative of KSTC that promotes economic development by enabling small and disadvantaged businesses to understand better and navigate government contracting opportunities. The Lexington-Fayette Urban County Government is an urban county government and a political subdivision of the Commonwealth of Kentucky, which procures goods and services for public projects in Lexington-Fayette County.

### **Purpose:**

This Agreement outlines the mutual understanding and expectations between LFUCG and the Kentucky APEX Accelerator for voluntary outreach and support sessions designed, consistent with federal anti-discrimination law, to engage, educate, and assist small and disadvantaged businesses including minority-, women-, and veteran-owned businesses, within Lexington-Fayette County in navigating government contracting opportunities.

### **Scope of Services:**

Under this Agreement, the Kentucky APEX Accelerator will deliver a total of seven (7) voluntary outreach and engagement sessions in coordination with LFUCG during the fiscal year (i.e., July 1, 2025 – June 30, 2026). These sessions may include educational workshops, technical assistance events, networking opportunities, or other formats agreed upon by both parties that align with shared economic development goals, but these sessions will not assign benefits or burdens in LFUCG contracting opportunities on the basis of race, ethnicity, or national origin.

### **Compensation:**

LFUCG shall provide a flat payment of \$8,400 to the Kentucky APEX Accelerator for completing the events. Payment may be issued upon execution of this Agreement and submission of a corresponding invoice before July 31, 2025. The parties agree that payment provided by LFUCG will be funded from non-federal sources.

### **Term of Agreement:**

This Agreement shall be effective upon signature by both parties. It shall remain in effect until



## Kentucky APEX Accelerator

the successful completion of all outreach sessions or until June 30, 2026, whichever occurs first, unless extended or terminated by a writing signed by both parties.

### Point of Contact:

For coordination and communication:

- **LFUCG Contact:** Sherita Miller, MPA, CPSD, Minority Business Enterprise Liaison, Division of Procurement
- **Kentucky APEX Accelerator Contact:** Nancy Brown, Executive Director, Kentucky APEX Accelerator

### Miscellaneous:

Both Parties commit to acting in good faith and cooperating with one another to meet the stated objectives of this Agreement.

### AGREED TO BY:

#### Lexington-Fayette Urban County Government

By: *Linda Gorton*

Name: Linda Gorton

Title: Mayor

Date: 7/3/25

#### Kentucky APEX Accelerator / KSTC

By: *F.T. Samuel, Jr.*

Name: F.T. Samuel, Jr.

Title: CEO

Date: 3 JULY 2025



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0651-25**

**File ID:** 0651-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/20/2025

**File Name:** Intrado ECaTS Sole Source

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Div. of E911 to purchase web-based queries of 911 statistics from Intrado Life & Safety Solutions ECaTS, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Intrado Life & Safety Solutions ECaTS, related to the procurement at a cost not to exceed \$6,607.44. [Div. of Enhanced 911, Patton]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Memo\_Intrado ECaTS, Intrado\_ECaTS Soule Source FY26, Intrado\_ECaTS Renewal Quote, 651-25 intrado 4908-2696-8401 v.1.docx, R-344-2025

**Enactment Number:** R-344-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Jennifer Cottle

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0651-25

**Title**

A Resolution authorizing the Div. of E911 to purchase web-based queries of 911 statistics from Intrado Life & Safety Solutions ECaTS, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement

with Intrado Life & Safety Solutions ECaTS, related to the procurement at a cost not to exceed \$6,607.44. [Div. of Enhanced 911, Patton]

**Summary**

Authorization to approve an annual sole source designation for the continued use of Intrado Life & Safety Solutions ECaTS statistical package to perform web-based queries of 911 statistics. The term of the annual renewal period is July 1, 2025 through June 30, 2026. At a cost of \$6,607.44. Funds are Budgeted. (L0651-25)(Patton/Armstrong)

Budgetary Implications [select]:

Advance Document Review:

**Law:** { Select No, Completed by []}

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

Fully Budgeted [select]: Yes

Account Number: 4204-505602-5622-76102

This Fiscal Year Impact: \$6,607.44 (FY26)

Annual Impact: \$6,607.44

Project:

Activity:

Budget Reference:

Current Balance: \$250,000



TO: Major Linda Gorton  
Urban County Council Members

FROM: Jonelle Patton, Director  
Lexington Enhanced 911

DATE: June 20, 2025

SUBJECT: Sole Source Authorization – Intrado Life & Safety Solutions ECaTS

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**Request:**

The Division of Enhanced 911 is requesting a resolution authorizing a sole source designation for continued use of Intrado Life & Safety Solutions ECaTS statistical package to perform web based queries of 911 statistics. This is a unique software and the availability of software and services to perform these tasks on a regional, enterprise level is very limited and only the product from ECaTS has been successfully implemented in several states while meeting all security and NENA standards. The term of the annual renewal period is 7/1/2025 through 6/30/2026.

**Why are you requesting?**

The Division of E911 already has the hardware and software for continued use of this statistical package solution, which is compatible with the current computer aided dispatch (CAD).

**What are the costs in this budget year and future budget years?**

The expected cost for FY26 is \$6,607.44

**Are the funds budgeted?**

Yes, fully budgeted with E911 Funds in 4204-505602-5622-76102.

File Number: 0651 -25





## 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 Jonelle Patton, Director Division/Dept Enhanced 911

Phone 280-8184 Email jpatton@lexington911.ky.gov

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

Cost: \$6,607.44 for period of 7/1/25 – 6/30/26

Sole Source Request for the Purchase of: Web based statistical analysis and emergency call tracking solution.

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 Intrado Life & Safety Solutions Corporation

Contact Name Leann Arnold, Sales Account Executive

Address PO Box 74007075, Chicago, IL 60674-7075

Phone 815-701-1490 Email leann.arnold@intrado.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.**

The web based software obtained from Intrado Life & Safety Solutions, provides both a product and support services that gathers, tabulates, analyzes and reports call statistics associated with 911 operations, regardless of the 911 center's in-house telephone hardware and software solution. The enterprise level MIS solution provides a unique hosted service which allows multiple reviewers to review individual and/or group call data based on provided access levels. Intrado hardware is already installed and has been used since 2012 for this custom service and integration.

**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.).**

Web based queries and questions to partner agencies during conferences show that Intrado's application is the sole source for a 911 statistical database that can be accessed by multiple users via a common web browser and is also capable of integrating with the current 911 system.

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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.)

The price was compared to pricing by the previous owner (West) and to services that are closest to providing a similar service, but not as robust an analysis suite.

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

Pricing is stable for the year and existing vendor supplied hardware will not need to be replaced.

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**Company Name: Intrado Life & Safety, Inc.**

## **ECaTS MIS Renewal**

*for*

**Lexington - Fayette County, KY**

(DIRECT)

**Quote Number: 78945**

**Version: 2**

**June 12, 2025**

The terms and conditions available at <https://www.intrado.com/legal-privacy/terms/call-handling> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

## Summary - Lexington 911

Item	Price
Services	\$0.00
Recurring Services	\$6,607.44
<b>Total:</b>	<b>\$6,607.44</b>

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1			\$6,607.44		\$6,607.44
<b>Totals</b>			<b>\$6,607.44</b>		<b>\$6,607.44</b>

Site: Lexington 911

Item#	Description	Qty	List Price	Selling Price	Total
<b>ECATS Recurring Services</b>					
ECATS-MIS-T4	ECaTS MIS Reporting Tier 4 : 250K - <500K (10-19 Pos) per PSAP Monthly Pricing - Year 1	12	\$550.62	\$550.62	\$6,607.44
				<b>Subtotal</b>	<b>\$6,607.44</b>
<b>SURCHARGES</b>					
SURCHARGE	Surcharge	1	\$0.00	\$0.00	\$0.00
				<b>Subtotal</b>	<b>\$0.00</b>
				<b>Total</b>	<b>\$6,607.44</b>

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**Notes**

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**1** This quote provides pricing to renew ECaTS MIS service at Lexington-Fayette County, KY.

The coverage period is July 1, 2025 through June 30, 2026.

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**2** **ECaTS**

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

ECaTs services will be provided in accordance with the applicable Service Guide at <https://www.intrado.com/legal-privacy/terms/call-handling>.

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## Terms

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<b>VENDOR NAME</b>	<b>Intrado Life &amp; Safety, Inc.</b> Include quote number on P.O.
<b>SUBMIT P.O.</b>	erd-ordermanagementteam@intrado.com
<b>PRICING</b>	All prices are in USD
<b>INVOICING</b>	Per Contract
<b>DELIVERY VALIDITY</b>	TBD <b>Quote expires on December 15, 2025.</b>
<b>COPYRIGHT</b>	The information contained in this document is proprietary to Intrado Life & Safety, Inc. and is offered solely for the purpose of evaluation.

## Optional Signature Page

Customer can purchase the products and services in this Quote by:

- Issuing a purchase order for the Total Amount of the quote
- OR
- By signing below

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Intrado Quote Number: 78945    Version: 2    Date Issued: June 12, 2025

Total Purchase Amount (Not including Optional Products or Services):           \$6,607.44

Please check one: Bill the Total Amount Upfront:                 Bill Annually:           

**ACCEPTED AND AGREED:**

Customer is committing to the Total Purchase Amount listed above.

Customer Entity Name: Lexington - Fayette County, KY

Signature: \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_

**By signing above, Customer acknowledges and agrees with the terms of the box checked below:**

           A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

  X   A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at <https://www.intrado.com/legal-privacy/terms/call-handling> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF E911 TO PURCHASE WEB-BASED QUERIES OF 911 STATISTICS FROM INTRADO LIFE & SAFETY SOLUTIONS ECATS, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH INTRADO LIFE & SAFETY SOLUTIONS ECATS, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$6,607.44.

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

Section 1 – That the Division of E 911 is authorized to purchase web-based queries of 911 statistics from Intrado Life & Safety Solutions ECaTS, 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 Intrado Life & Safety Solutions ECaTS, related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$6,607.44, be and hereby is approved for payment to Intrado Life & Safety Solutions ECaTS Nelson Systems, Inc., from account #4204-505602-76102

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

651-25:MRS: 4908-2696-8401, v. 1

RESOLUTION NO. 344 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF E911 TO PURCHASE WEB-BASED QUERIES OF 911 STATISTICS FROM INTRADO LIFE & SAFETY SOLUTIONS ECATS, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH INTRADO LIFE & SAFETY SOLUTIONS ECATS, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$6,607.44.

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

Section 1 – That the Division of E 911 is authorized to purchase web-based queries of 911 statistics from Intrado Life & Safety Solutions ECaTS, 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 Intrado Life & Safety Solutions ECaTS, related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$6,607.44, be and hereby is approved for payment to Intrado Life & Safety Solutions ECaTS Nelson Systems, Inc., from account #4204-505602-76102

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*  
CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0652-25**

**File ID:** 0652-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 201-2025

**In Control:** Urban County Council

**File Created:** 06/20/2025

**File Name:** Kentucky Transportation Cabinet - Application for Encroachment Permit

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to apply for an encroachment permit with the Ky. Transportation Cabinet, Dept. of Highways Permits Branch for installation of a flock camera pole at 1718 Versailles Rd. [Div. of Police, Weathers]

**Notes:** Signed and filed in the CCO. Returned to Renita Happy 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Cover Memo - Kentucky Transportation Cabinet - Application for Encroachment Permit.pdf, Kentucky Transportation Cabinet - Application for Encroachment Permit.pdf, 652-25 ky trans permit 4907-3678-9585 v.1.docx, R-345-2025, 201-2025 - 345-2025 - CONTRACT - 2025 - CLK - Contracts - 7-10-2025

**Enactment Number:** R-345-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Renita Happy

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0652-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to apply for an encroachment permit with the Ky. Transportation Cabinet,

Dept. of Highways Permits Branch for installation of a flock camera pole at 1718 Versailles Rd. [Div. of Police, Weathers]

**Summary**

Authorization to apply for encroachment permit with the Kentucky Transportation Cabinet, Department of Highways, Permits Branch for installation of a flock camera pole at 1718 Versailles Rd., Lexington, KY 40504. No Budgetary impact. (L0652-25)  
(Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

**Law:** Yes, Evan Thompson/Dave Barberie, June 2025

**Risk Management:** No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



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: June 20, 2025

SUBJECT: Kentucky Transportation Cabinet – Department of Highways/Permits Branch –  
Application for Encroachment Permit

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**Request**

Authorization to submit an application for encroachment permit with the Kentucky Transportation Cabinet, Department of Highways, Permits Branch.

**Why are you requesting?**

Requesting approval to submit an application for encroachment permit for installation of a flock camera pole at 1718 Versailles Rd., Lexington, KY 40504 (15 feet from the roadway). The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations. The attached document requires Council and Mayor Gorton’s approval and signature.

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

**Are the funds budgeted?** N/A

**File Number:** 0652-25

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

LBW/rmh





**APPLICATION FOR ENCROACHMENT PERMIT**

KYTC KEPT #: \_\_\_\_\_

**SECTION 1: APPLICANT CONTACT INFORMATION**

<b>APPLICANT</b> City of Lexington		<b>ADDRESS</b> 150 N Limestone Ste 265	
<b>EMAIL</b>	<b>CITY</b> Lexington	<b>STATE</b> Kentucky	<b>ZIP</b> 40507
<b>CONTACT NAME 1</b> David Richardson		<b>EMAIL</b> drichardson@lexingtonpolice.ky.gov	<b>PHONE # (859) 258-3600</b>
<b>CONTACT NAME 2 (if applicable)</b> Matthew Greathouse		<b>EMAIL</b> mgreathouse@lexingtonpolice.ky.gov	<b>CELL #</b>

**SECTION 2: PROPOSED WORK LOCATION**

<b>ADDRESS</b> 1718 Versailles Rd, Lexington, KY 40504, United States. 15 ft from the roadway.	<b>CITY</b> Lexington	<b>STATE</b> Kentucky	<b>ZIP</b>
<b>COUNTY</b> Fayette County	<b>ROUTE #</b> Mult. locations	<b>MILE POINT</b> Mult. locations	<b>LONGITUDE (X)</b> Mult. locations
		<b>LATITUDE (Y)</b> Mult. locations	

**ADDITIONAL LOCATION INFORMATION:**

**FOR KYTC USE ONLY**

**PERMIT TYPE:**  Air Right  Entrance  Utilities  Vegetation Removal  Other: \_\_\_\_\_

**ACCESS:**  Full  Partial  by Permit **LOCATION:**  Left  Right  Crossing

**SECTION 3: GENERAL DESCRIPTION OF WORK**

Flock Safety is installing:

- [1] LPR 2.2 - 16 mm - Verizon CAT 4 (7611) ALPR device with solar panel on a Flock installed pole (X2 Redi Torque - Soil Plate)
- [1] ALPR device with solar panel on a Flock installed pole (X2 Redi Torque - Soil Plate)
- See site plan for more details

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.

## APPLICATION FOR ENCROACHMENT PERMIT

### TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
  - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
  - B. **PAYMENT BOND:** At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
  - C. **LIABILITY INSURANCE:** Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
  - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.
9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

## APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), \_\_\_\_\_, hereby consent to the granting of the permit requested by the applicant along Route \_\_\_\_\_, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) \_\_\_\_\_, subscribed and sworn by \_\_\_\_\_, on this date \_\_\_\_\_.
11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.
12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.
13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

**APPLICATION FOR ENCROACHMENT PERMIT**

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.
21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.
22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

UTILITY

NAME (Utility Representative)

TITLE (Utility Representative)

SIGNATURE (Utility Representative)

DATE



To Submit a Locate Request  
24 Hours a Day, Seven Days a Week:  
Call 811 or 800-752-6007

RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO APPLY FOR AN ENCROACHMENT PERMIT WITH THE KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS PERMITS BRANCH FOR INSTALLATION OF A FLOCK CAMERA POLE AT 1718 VERSAILLES ROAD.

---

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 apply for an encroachment permit with the Kentucky Transportation Cabinet, Department of Highways, Permits Branch for installation of a flock camera pole at 1718 Versailles Road.

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

PASSED URBAN COUNTY COUNCIL:

---

MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

652-25:MRS:4907-3678-9585, v. 1

RESOLUTION NO. 345-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO APPLY FOR AN ENCROACHMENT PERMIT WITH THE KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS PERMITS BRANCH FOR INSTALLATION OF A FLOCK CAMERA POLE AT 1718 VERSAILLES ROAD.

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 apply for an encroachment permit with the Kentucky Transportation Cabinet, Department of Highways, Permits Branch for installation of a flock camera pole at 1718 Versailles Road.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

652-25:MRS:4907-3678-9585, v. 1

R-345-2025  
Contract #201-2025



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH

TC 99-1A  
Rev. 10/2020  
Page 1 of 4

**APPLICATION FOR ENCROACHMENT PERMIT**

KYTC KEPT #: \_\_\_\_\_

**SECTION 1: APPLICANT CONTACT INFORMATION**

<b>APPLICANT</b> City of Lexington	<b>ADDRESS</b> 150 N Limestone Ste 265		
<b>EMAIL</b>	<b>CITY</b> Lexington	<b>STATE</b> Kentucky	<b>ZIP</b> 40507
<b>CONTACT NAME 1</b> David Richardson	<b>EMAIL</b> drichardson@lexingtonpolice.ky.gov	<b>PHONE # (859) 258-3600</b>	
		<b>CELL #</b>	
<b>CONTACT NAME 2 (if applicable)</b> Matthew Greathouse	<b>EMAIL</b> mgreathouse@lexingtonpolice.ky.gov	<b>PHONE # (859) 258-3615</b>	
		<b>CELL #</b>	

**SECTION 2: PROPOSED WORK LOCATION**

<b>ADDRESS</b> 1718 Versailles Rd, Lexington, KY 40504, United States. 15 ft from the roadway.	<b>CITY</b> Lexington	<b>STATE</b> Kentucky	<b>ZIP</b>
<b>COUNTY</b> Fayette County	<b>ROUTE #</b> Mult. locations	<b>MILE POINT</b> Mult. locations	<b>LONGITUDE (X)</b> Mult. locations
			<b>LATITUDE (Y)</b> Mult. locations

**ADDITIONAL LOCATION INFORMATION:**

**FOR KYTC USE ONLY**

**PERMIT TYPE:**  Air Right  Entrance  Utilities  Vegetation Removal  Other: \_\_\_\_\_

**ACCESS:**  Full  Partial  by Permit **LOCATION:**  Left  Right  Crossing

**SECTION 3: GENERAL DESCRIPTION OF WORK**

Flock Safety is installing:  
- [1] LPR 2.2 - 16 mm - Verizon CAT 4 (7611) ALPR device with solar panel on a Flock installed pole (X2 Redi Torque - Soil Plate)  
- [1] ALPR device with solar panel on a Flock installed pole (X2 Redi Torque - Soil Plate)  
- See site plan for more details

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

Linda Gordon  
SIGNATURE

7/2/2025  
DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH

TC 99-1A  
Rev. 10/2020  
Page 2 of 4

## APPLICATION FOR ENCROACHMENT PERMIT

### TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
  - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
  - B. **PAYMENT BOND:** At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
  - C. **LIABILITY INSURANCE:** Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
  - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.
9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.



**APPLICATION FOR ENCROACHMENT PERMIT**

- 10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), \_\_\_\_\_, hereby consent to the granting of the permit requested by the applicant along Route \_\_\_\_\_, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) \_\_\_\_\_, subscribed and sworn by \_\_\_\_\_, on this date \_\_\_\_\_.
- 11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.
- 12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.
- 13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
- 14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
- 15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
- 16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.



**APPLICATION FOR ENCROACHMENT PERMIT**

- 17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
- 18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
- 19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
- 20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.
- 21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.
- 22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

UTILITY

NAME (Utility Representative)

TITLE (Utility Representative)

SIGNATURE (Utility Representative)

DATE



To Submit a Locate Request  
24 Hours a Day, Seven Days a Week:  
Call 811 or 800-752-6007



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0653-25**

**File ID:** 0653-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 200-2025

**In Control:** Urban County Council

**File Created:** 06/20/2025

**File Name:** Rescue Squad Affiliation Agreement

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Statement of Affiliation authorizing the Rescue Squad as the only rescue squad officially recognized by and affiliated with LFUCG, the Div. of Emergency Management, and the Ky. Div. of Emergency Management. [Div. of Emergency Management, Larkin]

**Notes:** SAF in the CCO. REturned to Dale and Director Larkin 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Blue Sheet Memo, Resolution 2025, Statement of Affiliation\_RJL +JW signed, 653-25 rescue squad 4919-5419-1442 v.1.doc, R-346-2025, 200-2025 - 346-2025 - CONTRACT - 2025 - CLK - Contracts - 7-10-2025

**Enactment Number:** R-346-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Dale Meade

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0653-25

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Statement of Affiliation authorizing the Rescue Squad as the only rescue squad officially recognized by and affiliated with LFUCG, the Div. of Emergency Management, and the Ky. Div. of Emergency Management. [Div. of Emergency

Management, Larkin]

**Summary**

Authorization to execute a statement of affiliation authorizing the Rescue Squad as the only rescue squad officially recognized by and affiliated with LFUCG, the Division of Emergency Management, and the Kentucky Division of Emergency Management. No Budgetary impact. (L0653-25)(Larkin/Armstrong)

Budgetary Implications [select]: Yes/NO - NO

Advance Document Review:

**Law:** { Select Yes/No, YES Completed by Barberie,06-23-2025

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

Fully Budgeted [select]: Yes/No/Partial N/A

Account Number: N/A

This Fiscal Year Impact: \$0.00

Annual Impact: \$0.00

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton and Urban County Council

FROM: Robert J. Larkin, Director – Division of Emergency Management

CC: Jason Wells, Fire Chief – Division of Fire and Emergency Services

DATE: 06/20/2025

SUBJECT: SAR

Request

Council authorization to accept this Statement of Affiliation between the Lexington-Fayette Urban County Government, LFUCG, (including responsibilities and chain of command for the Special Operations Team in the Division of Fire and Emergency Services) and the Rescue Squad and the Urban County Government Emergency Management Director in the provision of rescue squad services at no cost to the LFUCG.

Why are you requesting?

To authorize The Rescue Squad as the only rescue squad officially recognized by and affiliated with the LFUCG, the Emergency Management Agency and the Kentucky Division of Emergency Management. This is an agreement that is required by the Kentucky Division of Emergency Management.

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

The cost for this FY is: 0.00

The cost for future FY is: 0.00

Are the funds budgeted? N/A

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

Account number: N/A

File Number: 0653-25

Director/Commissioner: Larkin/Armstrong



RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A STATEMENT OF AFFILIATION AUTHORIZING THE RESCUE SQUAD AS THE ONLY RESCUE SQUAD OFFICIALLY RECOGNIZED BY AND AFFILIATED WITH LFUCG, THE DIVISION OF EMERGENCY MANAGEMENT AND THE KENTUCKY DIVISION OF EMERGENCY MANAGEMENT.

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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 the Statement of Affiliation, which is attached hereto and incorporated herein by reference, with LFUCG, the Division of Emergency Management and the Kentucky Division of Emergency Management, for officially recognizing the Rescue Squad by and affiliated with LFUCG, the Division of Emergency Management and Kentucky Division of Emergency Management.

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

0779-24:MRS: 4893-2736-5594, v. 1

## **STATEMENT OF AFFILIATION**

The purpose of this Statement of Affiliation is to establish responsibilities and chain of command within the Lexington-Fayette Urban County Government (the "Local Government"), including the responsibilities and chain of command for the Local Government's Special Operations Team in the Division of Fire and Emergency Services (the "Rescue Squad"), and between the Rescue Squad and the Urban County Government Emergency Management Director (the "Local Director"), in the provision of rescue squad services.

### **GRANT OF AUTHORITY (KRS 39F.020)**

The Mayor hereby grants to the Rescue Squad the authority to operate in the Lexington-Fayette Urban County and, as further described in ESF-9 SAR of the Local Government's Emergency Operations Plan (the "EOP"), places the Rescue Squad under the limited direction of the Local Director (KRS 39F.020). In granting this authority to operate, it is recognized that all assets, property, funds or interests acquired, appropriated, donated or raised for the benefit of the operation of the Rescue Squad shall be deemed the property of the Urban County Government or, when acquired through state funds, the property of the Commonwealth of Kentucky. The Rescue Squad will be responsible for the management and accounting of the assets described above, but may not acquire an interest in the same. The Standard Operating Procedures (the "SOPs") or by-laws of the Rescue Squad will conform to applicable state and federal laws and regulations and may not limit the authority of the Mayor or the Local Director in the provision and management of rescue squad services in the urban-county.

The Rescue Squad is the only rescue squad officially recognized by the Local Government. By virtue of this Statement of Affiliation, the Rescue Squad is recognized as being officially affiliated with the Local Government and becomes officially affiliated with the local Emergency Management Agency (the "Local Agency"), as recognized by the Kentucky Division of Emergency Management.

### **MISSION STATEMENT (KRS 39F.120(9)(a))**

The Rescue Squad shall serve the citizens of the Local Government by providing fully trained and equipped personnel who will take the lead role in the following type's missions when conducted in the urban-county:

- (1) light duty rescue;
- (2) extrication of persons from vehicles;
- (3) water rescue and recovery operations not utilizing divers;
- (4) high and low angle rescue and recovery operations;
- (5) confined space, trench and collapse rescue and recovery operations; and,
- (6) specialized extrication rescue and recovery operations

In addition to the roles of "General Rescue Squad", under KRS 39F. 010(10)(d), the Rescue Squad shall serve the citizens of the Local Government by providing fully trained and equipped personnel who will take the lead role in the following type's missions when conducted in the urban-county as a "specialized rescue squad":

"Specialized rescue squad" means a rescue squad which performs one (1) or more of the following functions as the primary or sole mission of the organization:

- Water rescue and recovery operations utilizing divers

Under KRS 39F.070 Specialized re cue squad - Activities permitted Section (3) (a- e)

- (3) A specialized rescue squad may engage in a general rescue squad activity if:
- (a) That activity is specified in its mission statement;
  - (b) The rescue squad has twelve (12) persons including a commanding officer from within the membership of the specialized rescue squad whose mission statement is to engage in the general rescue squad activity;
  - (c) The persons assigned to the general rescue squad activity meet the training requirements specified by statute and administrative regulation;
  - (d) The rescue squad has the equipment required by administrative regulation to engage in general rescue squad activity as listed in its mission statement; and
  - (e) The rescue squad has a vehicle for transporting the required equipment to the scene.

The Rescue Squad (inclusive of specialized rescue squad activities), at the request of other state and local agencies, may respond and assist other state and local agencies with search and rescue operations conducted outside the urban-county, but will not take the lead role, in the types of missions described above. The Rescue Squad will respond to missions involving water rescue and recovery utilizing divers.

#### **CALL OUT AUTHORITY (KRS 39F.120(9)(a))**

The Rescue Squad will respond when called by any of the following services or agencies:

- (1) the Local Government;
- (2) the Local Director;
- (3) the Local Government SAR Coordinator;
- (4) the Kentucky Emergency Management Area 11 Manager ( the "Area Manager");
- (5) the Kentucky SAR Coordinator; and
- (6) the Kentucky Division of Emergency Management.

The Local Government's Division of Fire and Emergency Services communications dispatch center will notify the Rescue Squad of an incident when assistance is requested.

**CHAIN OF COMMAND (KRS 39F.120(9)(a))**

As a unit of the Local Government, the Rescue Squad is under the direction and control of the Local Government, including those time when the Local Government declares a State of Emergency. The Rescue Squad's chain-of-command is defined by the Local Government's Code of Ordinances, EOP, and Search and Rescue Plan.

**RESPONSIBILITIES (KRS 39.F120(9)(a))**

The Rescue Squad shall maintain its equipment and property and shall be accountable for all equipment through an annual inventory, which will be submitted to the Local Director, the Area Manager, and the State Search and Rescue Coordinator. The Rescue Squad shall be responsible for the fiscal accountability for all funds received by the squad. The Rescue Squad, acting by and through the Local Government's Division of Accounting, shall assure all payments of outstanding debts in a timely manner. The Rescue Squad shall not charge a fee for any of its services. The Rescue Squad is responsible for maintaining an approved and current set of SOP's, which reflect its mission statement. It is the responsibility of the Rescue Squad to provide copies of its SOPs and amendments to its SOPs to the Local Director, the Area Manager, and the State Search and Rescue Coordinator.

The Rescue Squad has the responsibility to adhere to the requirements of formation and securing affiliation according to KRS 39F.020. The Rescue Squad shall meet the organization requirements of KRS 39F.050 and KRS 39F.120.

The Local Government shall be responsible for the fiscal accountability of funds distributed to the Rescue Squad by the Local Government. The Local Government will provide official license plates and insurance for all rescue vehicles. The Local Government may appropriate a yearly allocation in its annual budget to cover the operating expenses to the Rescue Squad.

The responsibilities of the Local Government, including its Local Director and its Rescue Squad, shall conform to those responsibilities as provided in all applicable state statutes and regulations.

**FINDINGS AND CERTIFICATION (KRS 39F.120(9)(a) and (b))**

By their signatures below, the Mayor and Local Director, certify that, having reviewed the Rescue Squad's Mission Statement and this Statement of Affiliation, to the best of their knowledge and belief the Rescue Squad:

- (1) possess adequate numbers of trained personnel to perform the mission;
- (2) possess proper and adequate equipment, in proper working order, to perform the mission;
- (3) possess at least one rescue vehicle, dedicated solely to rescue purposes and in proper working order, which is adequate to perform the mission of the squad;
- (4) possess adequate command and control personnel, training, and policies to ensure that the squad can quickly and efficiently respond and perform its mission when called upon; and
- (5) is performing a function not performed by other local government agencies or other local private agencies or organization.

**PROCEDURES FOR REVOCATION (KRS 39F.120(9)(a))**

This Statement of Affiliation may be modified, amended, or terminated at any time by the Local Government. Unless earlier terminated, the duration of this Statement of Affiliation shall be for a period of three (3) years, commencing on the 1<sup>st</sup> day of July, 2025 and expiring on the 30<sup>th</sup> day of June, 2028.

IN WITNESS WHEREOF, this Statement of Affiliation has been executed by the Mayor of the Lexington-Fayette Urban County Government, for and on behalf of the Local Government, by its Local Director, and the Fire Chief of the Division of Fire and Emergency Services for and on behalf of the Rescue Squad, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

BY: \_\_\_\_\_  
**LINDA GORTON, MAYOR**

**DIVISION OF FIRE AND EMERGENCY  
SERVICES,**

BY:   
\_\_\_\_\_  
**JASON WELLS, FIRE CHIEF**

**DIVISION OF EMERGENCY MANAGEMENT**

BY:   
\_\_\_\_\_  
**ROBERT J. LARKIN, DIRECTOR**

RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A STATEMENT OF AFFILIATION AUTHORIZING THE RESCUE SQUAD AS THE ONLY RESCUE SQUAD OFFICIALLY RECOGNIZED BY AND AFFILIATED WITH LFUCG, THE DIVISION OF EMERGENCY MANAGEMENT, AND THE KENTUCKY DIVISION OF EMERGENCY MANAGEMENT.

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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 the Statement of Affiliation authorizing the Rescue Squad as the only rescue squad officially recognized by and affiliated with LFUCG, the Division of Emergency Management, and the Kentucky Division of Emergency Management.

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

653-25:MRS: 4919-5419-1442, v. 1

RESOLUTION NO. 346 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A STATEMENT OF AFFILIATION AUTHORIZING THE RESCUE SQUAD AS THE ONLY RESCUE SQUAD OFFICIALLY RECOGNIZED BY AND AFFILIATED WITH LFUCG, THE DIVISION OF EMERGENCY MANAGEMENT, AND THE KENTUCKY DIVISION OF EMERGENCY MANAGEMENT.

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 Statement of Affiliation authorizing the Rescue Squad as the only rescue squad officially recognized by and affiliated with LFUCG, the Division of Emergency Management, and the Kentucky Division of Emergency Management.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

653-25:MRS: 4919-5419-1442, v. 1

## STATEMENT OF AFFILIATION

The purpose of this Statement of Affiliation is to establish responsibilities and chain of command within the Lexington-Fayette Urban County Government (the "Local Government"), including the responsibilities and chain of command for the Local Government's Special Operations Team in the Division of Fire and Emergency Services (the "Rescue Squad"), and between the Rescue Squad and the Urban County Government Emergency Management Director (the "Local Director"), in the provision of rescue squad services.

### GRANT OF AUTHORITY (KRS 39F.020)

The Mayor hereby grants to the Rescue Squad the authority to operate in the Lexington-Fayette Urban County and, as further described in ESF-9 SAR of the Local Government's Emergency Operations Plan (the "EOP"), places the Rescue Squad under the limited direction of the Local Director (KRS 39F.020). In granting this authority to operate, it is recognized that all assets, property, funds or interests acquired, appropriated, donated or raised for the benefit of the operation of the Rescue Squad shall be deemed the property of the Urban County Government or, when acquired through state funds, the property of the Commonwealth of Kentucky. The Rescue Squad will be responsible for the management and accounting of the assets described above, but may not acquire an interest in the same. The Standard Operating Procedures (the "SOPs") or by-laws of the Rescue Squad will conform to applicable state and federal laws and regulations and may not limit the authority of the Mayor or the Local Director in the provision and management of rescue squad services in the urban-county.

The Rescue Squad is the only rescue squad officially recognized by the Local Government. By virtue of this Statement of Affiliation, the Rescue Squad is recognized as being officially affiliated with the Local Government and becomes officially affiliated with the local Emergency Management Agency (the "Local Agency"), as recognized by the Kentucky Division of Emergency Management.

### MISSION STATEMENT (KRS 39F.120(9)(a))

The Rescue Squad shall serve the citizens of the Local Government by providing fully trained and equipped personnel who will take the lead role in the following type's missions when conducted in the urban-county:

- (1) light duty rescue;
- (2) extrication of persons from vehicles;
- (3) water rescue and recovery operations not utilizing divers;
- (4) high and low angle rescue and recovery operations;
- (5) confined space, trench and collapse rescue and recovery operations; and,
- (6) specialized extrication rescue and recovery operations

In addition to the roles of "General Rescue Squad", under KRS 39F. 010(10)(d), the Rescue Squad shall serve the citizens of the Local Government by providing fully trained and equipped personnel who will take the lead role in the following type's missions when conducted in the urban-county as a "specialized rescue squad":

"Specialized rescue squad" means a rescue squad which performs one (1) or more of the following functions as the primary or sole mission of the organization:

- Water rescue and recovery operations utilizing divers

Under KRS 39F.070 Specialized re cue squad - Activities permitted Section (3) (a- e)

- (3) A specialized rescue squad may engage in a general rescue squad activity if:
- (a) That activity is specified in its mission statement;
  - (b) The rescue squad has twelve (12) persons including a commanding officer from within the membership of the specialized rescue squad whose mission statement is to engage in the general rescue squad activity;
  - (c) The persons assigned to the general rescue squad activity meet the training requirements specified by statute and administrative regulation;
  - (d) The rescue squad has the equipment required by administrative regulation to engage in general rescue squad activity as listed in its mission statement; and
  - (e) The rescue squad has a vehicle for transporting the required equipment to the scene.

The Rescue Squad (inclusive of specialized rescue squad activities), at the request of other state and local agencies, may respond and assist other state and local agencies with search and rescue operations conducted outside the urban-county, but will not take the lead role, in the types of missions described above. The Rescue Squad will respond to missions involving water rescue and recovery utilizing divers.

**CALL OUT AUTHORITY (KRS 39F.120(9)(a))**

The Rescue Squad will respond when called by any of the following services or agencies:

- (1) the Local Government;
- (2) the Local Director;
- (3) the Local Government SAR Coordinator;
- (4) the Kentucky Emergency Management Area 11 Manager ( the "Area Manager");
- (5) the Kentucky SAR Coordinator; and
- (6) the Kentucky Division of Emergency Management.

The Local Government's Division of Fire and Emergency Services communications dispatch center will notify the Rescue Squad of an incident when assistance is requested.

#### **CHAIN OF COMMAND (KRS 39F.120(9)(a))**

As a unit of the Local Government, the Rescue Squad is under the direction and control of the Local Government, including those time when the Local Government declares a State of Emergency. The Rescue Squad's chain-of-command is defined by the Local Government's Code of Ordinances, EOP, and Search and Rescue Plan.

#### **RESPONSIBILITIES (KRS 39.F120(9)(a))**

The Rescue Squad shall maintain its equipment and property and shall be accountable for all equipment through an annual inventory, which will be submitted to the Local Director, the Area Manager, and the State Search and Rescue Coordinator. The Rescue Squad shall be responsible for the fiscal accountability for all funds received by the squad. The Rescue Squad, acting by and through the Local Government's Division of Accounting, shall assure all payments of outstanding debts in a timely manner. The Rescue Squad shall not charge a fee for any of its services. The Rescue Squad is responsible for maintaining an approved and current set of SOP's, which reflect its mission statement. It is the responsibility of the Rescue Squad to provide copies of its SOPs and amendments to its SOPs to the Local Director, the Area Manager, and the State Search and Rescue Coordinator.

The Rescue Squad has the responsibility to adhere to the requirements of formation and securing affiliation according to KRS 39F.020. The Rescue Squad shall meet the organization requirements of KRS 39F.050 and KRS 39F.120.

The Local Government shall be responsible for the fiscal accountability of funds distributed to the Rescue Squad by the Local Government. The Local Government will provide official license plates and insurance for all rescue vehicles. The Local Government may appropriate a yearly allocation in its annual budget to cover the operating expenses to the Rescue Squad.

The responsibilities of the Local Government, including its Local Director and its Rescue Squad, shall conform to those responsibilities as provided in all applicable state statutes and regulations.

**FINDINGS AND CERTIFICATION (KRS 39F.120(9)(a) and (b))**

By their signatures below, the Mayor and Local Director, certify that, having reviewed the Rescue Squad's Mission Statement and this Statement of Affiliation, to the best of their knowledge and belief the Rescue Squad:

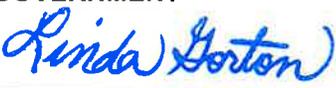
- (1) possess adequate numbers of trained personnel to perform the mission;
- (2) possess proper and adequate equipment, in proper working order, to perform the mission;
- (3) possess at least one rescue vehicle, dedicated solely to rescue purposes and in proper working order, which is adequate to perform the mission of the squad;
- (4) possess adequate command and control personnel, training, and policies to ensure that the squad can quickly and efficiently respond and perform its mission when called upon; and
- (5) is performing a function not performed by other local government agencies or other local private agencies or organization.

**PROCEDURES FOR REVOCATION (KRS 39F.120(9)(a))**

This Statement of Affiliation may be modified, amended, or terminated at any time by the Local Government. Unless earlier terminated, the duration of this Statement of Affiliation shall be for a period of three (3) years, commencing on the 1<sup>st</sup> day of July, 2025 and expiring on the 30<sup>th</sup> day of June, 2028.

IN WITNESS WHEREOF, this Statement of Affiliation has been executed by the Mayor of the Lexington-Fayette Urban County Government, for and on behalf of the Local Government, by its Local Director, and the Fire Chief of the Division of Fire and Emergency Services for and on behalf of the Rescue Squad, as of this 2 day of July, 2025.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY:   
LINDA GORTON, MAYOR

DIVISION OF FIRE AND EMERGENCY  
SERVICES,

BY:   
JASON WELLS, FIRE CHIEF

DIVISION OF EMERGENCY MANAGEMENT

BY:   
ROBERT J. LARKIN, DIRECTOR



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0654-25**

**File ID:** 0654-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/20/2025

**File Name:** AK Associates Sole Source FY26

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Div. of E911 to purchase telephone technology from Kraus Associates, Inc., d/b/a AK Associates, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Kraus Associates, Inc., d/b/a AK Associates, related to the procurement. [Div. of Enhanced 911, Patton]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Memo\_AK Associates sole source FY26, AK Assoc\_Sole Source FY26, 654-25 kraus 4935-6250-5297 v.1.docx, R-347-2025

**Enactment Number:** R-347-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Jennifer Cottle

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0654-25

#### Title

A Resolution authorizing the Div. of E911 to purchase telephone technology from Kraus Associates, Inc., d/b/a AK Associates, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Kraus Associates, Inc., d/b/a AK Associates, related to the procurement. [Div. of Enhanced 911,

Patton]

**Summary**

Authorization to approve annual sole source designation for Kraus Associates, Inc. d/b/a AK Associates, as the provider of telephone technology (i.e. routers, controllers, switches, licenses, integration services, etc.) manufactured by Solacom Technologies Inc. and for on-going maintenance and operation of the E911 network and support the Central Kentucky 911 Network. (L0654-25)(Patton/Armstrong)

Budgetary Implications [select]:

Advance Document Review:

**Law:** {Select No, Completed by []}

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

Fully Budgeted [select]: Yes, in multiple accounts that include but not limited to those listed below:

- Account Numbers: 4204-505602-5622-71208  
4204-505602-5622-76102  
4204-505603-0001-71299  
4205-505602-5621-71208  
4205-505602-5621-71299  
4205-505602-5621-76101  
4205-505602-5621-76102

This Fiscal Year Impact: \$TBD (FY26)

Annual Impact: \$TBD (FY26)

Project:

Activity:

Budget Reference:

Current Balance:



TO: Major Linda Gorton  
Urban County Council Members

FROM: Jonelle Patton, Director  
Lexington Enhanced 911

DATE: June 20, 2025

SUBJECT: Sole Source Resolution - AK Associates, Inc. FY26

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Request:

A resolution recognizing Kraus Associates, Inc. d/b/a AK Associates as the sole source provider of telephone technology (i.e. routers, controllers, switches, licenses, integration services, etc.) manufactured by Solacom Technologies Inc.

Why are you requesting?

The Division of Enhanced 911 has an existing managed services agreement with AK Associates with an initial term of five (5) years that was renewed on 7/1/2022, reference Resolution# 459-2022, including service and support for existing Solacom and Exacom systems which this firm sold and installed in E911. AK Associates is the sole source provider of Solacom equipment in Kentucky.

AK's services as a sole source provider are needed to insure the on-going maintenance and operation of the Enhanced 911 network and related systems currently used as well as the support of the Central Kentucky 911 Network (CKy911net)

What are the costs in this budget year and future budget years?

TBD

Are the funds budgeted?

Yes, in multiple accounts that include but are not limited to: 4204-505602-5622-76102, 4204-505603-0001-76102 and 4205-505602-5621-76102.

File Number: 0654 -25





## 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 Jonelle Patton Division/Dept Enhanced 911/Public Safety

Phone 859-280-8184 Email jpatton@lexington911.ky.gov

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

Cost: TBD

Sole Source Request for the Purchase of: Telephone equipment, software, licenses, managed services, and integration of existing systems.

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 Kraus Associates d/b/a AK Associates

Contact Name Criss Chancellor

Address 7 Independence Ave, Derry, NH, 03038

Phone 603-432-5755 Email cchancellor@akassociates911.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.**

Sondra wrote:

E911 owns Solacom brand selective routers and host/remote controllers for handling 911 calls for Lexington and other counties that participate in the Central Kentucky 911 Network (Cky911net). Lexington needs to acquire additional telephone equipment, such as text-to-911 controller, remote desktop soft phone equipment, licenses, switches, routers and other peripheral equipment that will "attach" to the existing equipment and must come from the same manufacturer. Parts and services from other manufacturers are not compatible. Kraus Associates is the sole provider of equipment and services for Solacom Technologies, Inc.

**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.

Solacom Technologies, Inc., has contractual agreements with Kraus Associates d/b/a AK Associates is the sole source provider of equipment and services for Solacom telephone equipment for Lexington's 911/Central Kentucky 911 Network (a/k/a Cky911net). Lexington owns Solacom controllers, software, routers, switches and peripheral equipment, previously purchased through AK Associates. This equipment is used for routing 911 calls in Lexington and multiple counties in Kentucky. Lexington will acquire additional equipment for the 911 network and only Solacom equipment is compatible. AK Associates is the authorized distributor and maintenance service provider for our area. Lexington has a managed services agreement with AK Associates for installation, maintenance and upkeep of 911 telephone equipment in Lexington and counties participating in CKY911network.



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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.

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

### **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.).**

Solacom Technologies, Inc., is the manufacturer of the equipment Lexington uses and AK Associates is the vendor that supplied the Solacom Execom recorder. Upgrades, maintenance and similar work on either the telephone and recording system needs to be performed by the existing managed services vendor to ensure continuity of the integration and installation of components.

### **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.)

Solacom maintains contract pricing through its distributor.

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

Maintaining telephone hardware from a single manufacturer allows Lexington 911 to obtain maintenance from its managed services provider and avoid the need to have spare parts from multiple manufacturers in stock.

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF E911 TO PURCHASE TELEPHONE TECHNOLOGY FROM KRAUS ASSOCIATES, INC., D/B/A AK ASSOCIATES, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH KRAUS ASSOCIATES, INC., D/B/A AK ASSOCIATES, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of E 911 is authorized to purchase telephone technology from Kraus Associates, Inc., d/b/a/ AK Associates, 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 Kraus Associates, Inc., d/b/a/ AK Associates, related to the procurement.

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

654-25:MRS:4935-6250-5297, v. 1

RESOLUTION NO. 347 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF E911 TO PURCHASE TELEPHONE TECHNOLOGY FROM KRAUS ASSOCIATES, INC., D/B/A AK ASSOCIATES, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH KRAUS ASSOCIATES, INC., D/B/A AK ASSOCIATES, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of E 911 is authorized to purchase telephone technology from Kraus Associates, Inc., d/b/a/ AK Associates, 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 Kraus Associates, Inc., d/b/a/ AK Associates, related to the procurement.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

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

654-25:MRS:4935-6250-5297, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0655-25**

**File ID:** 0655-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/20/2025

**File Name:** 911 Datamaster sole source FY26

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the Div. of E911 to purchase 911 database from Datamaster, LLC., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Datamaster, LLC., related to the procurement at a cost not to exceed \$46,732. [Div. of Enhanced 911, Patton]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Memo\_911 Datamaster sole source FY26, 911 Datamaster\_Sole Source FY26, 655-25 datamaster 4904-8768-8273 v.1.docx, R-348-2025

**Enactment Number:** R-348-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Jennifer Cottle

**Effective Date:**

**History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

**Text of Legislative File 0655-25**

**Title**

A Resolution authorizing the Div. of E911 to purchase 911 database from Datamaster, LLC., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Datamaster, LLC., related to the procurement at a cost not to exceed \$46,732. [Div. of Enhanced 911, Patton]

**Summary**

Authorization to approve sole source designation for the continued use of 911 Datamaster, LLC to provide a single database for 911 location records for Lexington and counties participating in the Central Kentucky 911 Network at a cost of \$46,732. Funds are Budgeted. (L0655-25)(Patton/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Select No, Completed by []}

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

Fully Budgeted [select]: Yes, split-funded among the following accounts:

Account Numbers: 4204-505602-5622-76102 at \$10,182

4204-505603-0001-76102 at \$4,000

4205-505602-5621-76102 at \$32,500

This Fiscal Year Impact: \$46,732 (FY26)

Annual Impact: \$46,732

Project:

Activity:

Budget Reference:

Current Balance: fully Budgeted



TO: Major Linda Gorton  
Urban County Council Members

FROM: Jonelle Patton, Director  
Lexington Enhanced 911

DATE: June 20, 2025

SUBJECT: 911 Datamaster Software & Support Services Agreement – Sole Source Renewal FY26

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**Request:**

The Division of Enhanced 911 is requesting a resolution authorizing a sole source designation for the continued use of 911 Datamaster, LLC software and support service to provide a single database for 911 location records for Lexington and counties in the Central Kentucky 911 Network (CKY911net). The term of the annual renewal period is 8/1/2025 through 7/31/2026.

**Why are you requesting?**

Lexington, participating counties, and telephone carriers load continual changes to address information in the database management software, which is accessed by other software to supply location data during a 911 call.

**What are the costs in this budget year and future budget years?**

The total cost expected is \$46,732 in FY26. The cost in subsequent fiscal years may increase if additional counties join the Central Kentucky 911 Network. Any new county that joins the network will cover its portion of the software cost increase.

**Are the funds budgeted?**

Yes, in the following accounts for a total of \$46,732:

4204-505602-5622-76102 at \$10,182

4204-505603-0001-76102 at \$4,000

4205-505602-5621-76102 at \$32,550

File Number: 0655-25





## 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 Jonelle Patton Division/Dept. Division of E911

Phone 859-280-8184 Email jpatton@lexington911.ky.gov

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

Cost: \$46,732

Sole Source Request for the Purchase of: Annual maintenance and support renewal fee for 911 Datamaster software and support services.

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 911 Datamaster LLC

Contact Name Sandra McNeal

Address PO Box 505641, Saint Louis, MO 63150

Phone 913-469-6401 Email sandra.mcneal@motorolasolutions.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.**

The 911 Datamaster product suite obtained in 2008 is the cornerstone of the in-house 911 database developed by LFUCG and shared by all 25 counties that partner in the Central Kentucky 911 Network. The product's ability to allow every partner and service provider to self-maintain their own database without interfering with other data is essential and unique.

**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.).**

During the original RFP process, only three (3) other vendors provided responses for 911 database solution. 911 Datamaster provided the only non-hosted solution, managed locally and provides the ability to handle the selective routing and database requirements.

**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 pricing for these services was originally obtained thru a competitive RFP in 2008. The use of 911 Datamaster ALI/DBMS products and services provides a 40% savings over previous hosted solutions used by LFUCG.

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

The continual use of 911 Datamaster products for ALI/DBMS services, LFUCG can continue to share all costs with the Central Kentucky 911 Network partners. The partnership arrangement provides for a cost sharing for all 911 database products used.

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF E911 TO PURCHASE 911 DATABASE FROM DATAMASTER, LLC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH DATAMASTER, LLC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$46,732.00.

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

Section 1 – That the Division of E 911 is authorized to purchase 911 database from Datamaster, LLC., 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 Datamaster, LLC., related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$46,732.00, be and hereby is approved for payment to Datamaster, LLC., \$10,182.00 from account #4204-505602-76102, \$4,000.00 from account #4204-505603-76102, \$32,500.00 from account #4205-505602-76102

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

655-25:MRS: 4904-8768-8273, v. 1

RESOLUTION NO. 348 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF E911 TO PURCHASE 911 DATABASE FROM DATAMASTER, LLC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH DATAMASTER, LLC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$46,732.00.

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

Section 1 – That the Division of E 911 is authorized to purchase 911 database from Datamaster, LLC., 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 Datamaster, LLC., related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$46,732.00, be and hereby is approved for payment to Datamaster, LLC., \$10,182.00 from account #4204-505602-76102, \$4,000.00 from account #4204-505603-76102, \$32,500.00 from account #4205-505602-76102

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025



\_\_\_\_\_  
MAYOR

ATTEST:



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



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0658-25**

**File ID:** 0658-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 194-2025

**In Control:** Urban County Council

**File Created:** 06/23/2025

**File Name:** Consultant Services Agreement - GRW

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP no. 16-2025) with GRW Engineers, Inc., for Professional Design Services of the new Lexington Fire Dept. - Phase 1 Site Development of the Fire Training Academy Campus Project, at a cost not to exceed \$297,140. [Div. of Facilities and Fleet Management, Baradaran]

**Notes:** rio 6/25/2025. ms

SAF in the CCO. Returned to JOsh Ives 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 01 - FTA Site Development - Request for Authorization, 02 - Consultant Services Agreement-B-FTA-Site-GRW-2025-06-24, 03 - RFP 16-2025 - Exhibit A, 04 - GRW - Exhibit B, 05 - GRW-COI, Reso 0658-25 4916-2605-1922 v.1.docx, R-349-2025, 194-2025 - 349-2025 - CONTRACT - 2025 - CLK - Contracts - 6-24-2025

**Enactment Number:** R-349-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Josh Ives

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0658-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP no. 16-2025) with GRW Engineers, Inc., for Professional Design Services of the new Lexington Fire Dept. - Phase 1 Site Development of the Fire Training Academy Campus Project, at a cost not to exceed \$297,140. [Div. of Facilities and Fleet Management, Baradaran]

**Summary**

Authorization to approve a Consultant Services Agreement Professional Design Services for the Lexington Fire Department - Phase 1 Site Development of the Fire Training Academy Campus Project, pursuant to RFP# 16-2025, at a cost of \$297,140. Funds are Budgeted.

(L0658-25)(Baradaran/Ford)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

**Law:** N/A

**Risk Management:** N/A

Fully Budgeted [select]: Yes

Account Number: 1105-707201-0001-7120

This Fiscal Year Impact: \$297,140.00

Annual Impact: N/A

Project: TRAIN\_FAC\_2025

Activity: DESIGN\_CAP

Budget Reference: 2025

Current Balance: \$4,156,050.00



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

**FROM:**   
Chris Ford, Commissioner of General Services

**DATE:** June 23, 2025

**SUBJECT:** Request Council Authorization for Consultant Services Agreement  
Professional Design Services – Lexington Fire Department - Phase 1 Site Development of  
the Fire Training Academy Campus Project.

**Request:**

Request Council authorization for the Mayor to execute a consultant services agreement with GRW Engineers, Inc., for professional design services of the new Lexington Fire Department - Phase 1 Site Development of the Fire Training Academy Campus Project.

**Purpose:**

Professional design services are needed for the site improvements of this existing facility, located at 1375 Old Frankfort Pike. This agreement was competitively bid under RFP# 16-2025.

**Budgetary Implication:**

The cost for Fiscal Year 2025 is \$297,140.00.

**Are the funds budgeted?**

Yes. This will be paid from 1105-707201-0001-71205 (TRAIN\_FAC\_2025-DESIGN\_CAP)

**File Number:** 0658-25

**Director/Commissioner:** Jamshid Baradaran / Chris Ford



**ATTACHMENT: B**  
**CONSULTANT SERVICES AGREEMENT**

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**THIS IS AN AGREEMENT** made as of June 24, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and GRW Engineering, Inc. (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Lexington Fire Department - Phase 1 Site Development of the Fire Training Academy Campus** as contemplated in the **OWNER**'s Request for Proposal No. 16-2025. The services are hereinafter referred to as the Project.

**OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 16-2025.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering 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 CONSULTANT**

**CONSULTANT** shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 16-2025. (**Exhibit "A"**), and Consultant's Response dated June 11, 2025 (**Exhibit "B"**). 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. 16-2025. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** 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 Condition provisions of RFP No. 16-2025 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT**

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** of this Agreement. 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 **CONSULTANT** 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" are 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 **CONSULTANT** 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 **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 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 **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** 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. See Exhibit "A" for the project timeline/schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'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.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 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 two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

## SECTION 5 - PAYMENTS TO CONSULTANT

### 5.1 Methods of Payment for Services of CONSULTANT

#### 5.1.1 For Basic Services.

##### Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

<b><u>Design Stage (Total Services Below)</u></b>	<b><u>\$ 237,712</u></b>
Schematic Design Phase: (percentage of total services)	<u>\$ 59,428</u> <u>20</u> %
Design Development Phase: (percentage of total services)	<u>\$ 74,285</u> <u>25</u> %
Construction Documents Phase: (percentage of total services)	<u>\$ 89,142</u> <u>30</u> %
Bid Phase: (percentage of total services)	<u>\$ 14,857</u> <u>5</u> %
<b><u>Construction Administration Stage</u></b>	<b><u>\$ 59,428</u></b>
(percentage of total services)	<u>20</u> %
<b><u>Total Architectural/ Engineering Services</u></b>	<b><u>\$ 297,140</u></b>

#### 5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

### Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal Architect</u>	<u>300</u> \$/HR
<u>Site/Civil Engineer</u>	<u>175</u> \$/HR
<u>Mechanical Engineer</u>	<u>205</u> \$/HR
<u>Electrical Engineer</u>	<u>205</u> \$/HR
<u>Structural Engineer</u>	<u>205</u> \$/HR
<u>Landscape Architect</u>	<u>155</u> \$/HR
<u>Designer / CADD</u>	<u>105</u> \$/HR
<u>Administrative</u>	<u>86</u> \$/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

### **5.2. Times of Payment.**

**5.2.1.** For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

### **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 **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered 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 **CONSULTANT**.

**5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** 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 **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

## **SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

**6.1.1.** The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

**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 **CONSULTANT**.

### **6.2. Ownership and Reuse of Documents.**

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** 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 **CONSULTANT**.

### **6.3. Legal Responsibilities and Legal Relations.**

**6.3.1.** The **CONSULTANT** shall familiarize himself 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 **CONSULTANT** and its **CONSULTANTS**, 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 **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** 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 **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, 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. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

#### **6.4. Successors and Assigns.**

**6.4.1.** **CONSULTANT** 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. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

**6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT**.

#### **6.5. Disputes.**

~~Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** 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 **CONSULTANT**, shall be submitted to the Commissioner of the 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 **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.~~

Any claim, dispute or other matter in question arising out of or related to this Agreement

shall first be attempted to be settled between the Owner and Architect directly. If not settled then shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**6.6. Accuracy of CONSULTANT'S Work.**

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

**6.7. Security Clause.**

The **CONSULTANT** 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**.

**6.8. Access to Records.**

The **CONSULTANT** and its sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, 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 **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

**6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 16-2025 are incorporated herein by reference as if fully stated with the revised language listed below. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

**RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION  
INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that **CONSULTANT** 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 **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors ~~of any tier~~ (hereinafter "**CONSULTANT**") 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) **CONSULTANT** 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 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 **CONSULTANT'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 **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **LFUCG**.
- (6) Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** 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 **CONSULTANT** in the performance of this agreement.

**SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, 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** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S Agent**"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S Agent** or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S Agent** or their designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** 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 **CONSULTANT** within thirty (30) days.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**OWNER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONSULTANT:**

  
\_\_\_\_\_  
(Signature)

Aaron McLaughlin, Sr. Vice President  
\_\_\_\_\_  
(Name & Title)

4/24/2025  
\_\_\_\_\_  
(Date)



# Lexington-Fayette Urban County Government

## Request for Proposals

---

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #16-2025 Site Development of the Fire Training Academy Campus Phase I** 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 **June 11, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

**A pre-proposal meeting will be held May 22, 2025, 2:00 pm, 1375 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:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 20
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 15
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5
6. Fees 30

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. All submissions should be directed to:

Director, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

## AFFIDAVIT

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF PROCUREMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323





## LEXINGTON

### MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service -Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)  
Kentucky Minority and Women Business Enterprise (MWBE)  
Women’s Business Enterprise National Council (WBENC)  
National Women Business Owners Corporation (NWBOC)  
National Minority Supplier Development Council (NMSDC)  
Tri-State Minority Supplier Development Council (TSMSSDC)  
U.S. Small Business Administration Veteran Small Business Certification (VetCert)  
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

<b>Proposer Name:</b>	_____	<b>Date:</b>	_____
<b>Project Name:</b>	_____	<b>Project Number:</b>	_____
<b>Contact Name:</b>	_____	<b>Telephone:</b>	_____
<b>Email:</b>	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes  No

If yes, indicate all certification type(s):

DBE  MBE  WBE  SBE  VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city’s Minority Business Enterprise Program’s (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes  No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

 Click or tap here to enter text.

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

4870-1925-6809, v. 1

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker’s Compensation	Statutory
Employer’s Liability	\$100K
Professional (E&O) Liability	\$1 million per claim

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

## Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

## Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

## Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

## Verification of Coverage

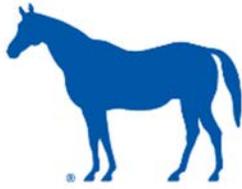
BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

## Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

## **DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.



**LEXINGTON**

**REQUEST FOR PROPOSALS**

**FOR:**

**Lexington Fire Department  
New Phase 1 Site Development of the  
Fire Training Academy Campus**

**RFP # 16-2025**

**Department of General Services**

**Division of Facilities & Fleet Management**

**Capital Project Management**

**May 2025**

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## 1.0- INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from Architectural/ Engineering consultants who are expertly qualified in the performance of professional design services relating to new site development construction.

The purpose of these services is for a Phase 1 Site Development of the existing Lexington Fire Department – Fire Training Academy Campus located at 1375 Old Frankfort Pike, Lexington, KY 40504. The new site improvements and development will include new parking lots for 200+ and paved driving pad areas suitable for standard vehicles and large LFD apparatus vehicles and trucks. New storm water management systems will be installed in place, along with new utilities for electric, lighting, and domestic water on the campus. A new appropriately sized bridge will be provided to the rear parcel to replace the existing structurally condemned bridge.

The address for the **Lexington Fire Department – Phase 1 Site Development Project** will be: 1375 Old Frankfort Pike, Lexington, KY 40504.

The Project shall consist of Two Stages:

- Stage 1: Design Stage
- Stage 2: Construction Administration Stage

## 1.1 - PROJECT NARRATIVE

The current Lexington Fire Department – Fire Training Academy Campus is situated along Old Frankfort Pike and has very limited access and parking. The existing rear parcel on this property was formerly utilized by our LFUCG Division of Streets and Roads, with snow removal equipment, brine storage, excess materials, and stockpiling of stone aggregates and soil. The existing bridge to access this rear parcel has been structurally condemned per the attached report and is not suitable for vehicular use. It is the only access point to this rear parcel.

The new LFUCG Town Branch Trail development will also traverse through this campus property, running parallel along Old Frankfort Pike and further reducing vehicular access and parking. The integration of this new Town Branch Trail will coincide with the new site development design and coordination with our LFUCG Division of Engineering.

In 2024, a Feasibility Study was performed to evaluate the entire existing Fire Training Academy Campus, including the Fire Training Center Facility, Fire Tower, Training Simulation Area, utilities, parking, vehicle and LFD apparatus access. A site survey and geotechnical exploration study and report were also conducted to obtain further information about the campus. The Kentucky State EPA covenant area with LFUCG for contaminated soil was also identified and defined for the small area on the site. The final report and recommendations from this Feasibility Study are included as an attachment to this RFP.

The goal of this Phase 1 Site Development Project is to maximize the vehicular parking for staff and public with the closest proximity to the existing Fire Training Center. It will also provide a new vehicular and pedestrian replacement bridge capable of supporting the largest apparatus vehicle and two-way traffic. The rear parcel will be developed to maximize additional parking and a driving pad, with utility connections for future facility development in the rear area.

The consultant shall be responsible for reviewing all attachments, reports, project criteria, and gathering the necessary information to make expert-based recommendations to the Owner. The consultant shall work with all applicable divisions of LFUCG and the State of Kentucky for the development of the site and the new access bridge. Recommendations shall include, at a minimum, comparisons of probable costs, product lifecycles, maintenance requirements, and site considerations.

Consultants should build their project design teams with expertly qualified subconsultants to complete all of the desired scope, including site development, civil engineering, landscaping, bridge design, lighting, utility infrastructure, etc.

This Request for Proposal includes all phases of design and outlines each phase with minimum requirements and recommendations within two project stages. Stage 1: Design Stage includes a schematic design phase, design development phase, construction document phase, and a bidding phase. Stage 2: Construction Administration Phase includes construction administration, and a required eleventh month walkthrough to review items that may fall under the one-year workmanship warranty provided by the contractor.

The basis of design layout shall be per the Attachment 'D' prepared by the design consultant. This is also included in the 2024 Feasibility Study aforementioned. The final layout shall be coordinated with LFUCG and the LFD stakeholders.

## 1.2 - PROGRAM & TECHNICAL REQUIREMENTS

The Phase 1 Site Development Project is anticipated to provide supporting parking, access, and future facility developments to the existing Fire Training Academy Campus. The parking lot and bridge developments shall be sited in accordance with all applicable codes, zoning, ordinances, and regulations. Consultants shall collaborate with the Lexington Fire Department for safety and security strategies to be implemented within the design.

They shall also work with all applicable Divisions of LFUCG and Commonwealth of Kentucky for planning, zoning, storm water management, utilities, easements, EPA, bridge replacement, Town Branch Trail integration, etc.

### **Site Development Areas shall include the following, but not be limited to:**

- Coordination to identify the size, location, and design of the new vehicular/pedestrian replacement bridge to the rear parcel.
- Coordination with LFUCG on the review and recommendation of excess stockpiled materials and former facility structures on the rear parcel. Confirming and coordinating all existing and/or abandoned utilities.
- Over 200 vehicular parking spaces for staff and the public, with maximizing proximity to the existing Fire Training Academy and quantity at the front parcel. Providing the required accessible parking spaces and path of travel per building code and ADA compliance.
- LED site lighting to meet all building codes and LFUCG Ordinances for safe access.
- Providing new utilities to the rear parcel for future facility developments, including domestic water, electric, and natural gas. Identify the prime locations for the driving pad and future support facilities on the rear parcel with new utility access.
- Coordination with the LFUCG Division of Engineering on the full integration of the new Town Branch Trail that traverses the Fire Training Academy Campus and portions of this new Phase 1 Development.
- Coordination with LFUCG on all storm water development and water quality requirements, including all applicable codes, ordinances, and regulations.

- Coordination with LFUCG and Commonwealth of Kentucky on the siting, sizing, and regulations of the new vehicular/pedestrian replacement bridge.

**Notes:**

1. Consultants shall coordinate with the Owner for LFUCG standards. Owner will provide the consultant with all available LFUCG standards as necessary.
2. Consultants shall coordinate with the Owner (LFUCG) and all Divisions, including the Division of Engineering and Division of Environmental Quality & Public Works, for integration of the new Town Branch Trail, stormwater management, contaminated soils covenant, and appropriate approvals for the new bridge construction at the Town Branch Creek.
3. Consultant shall coordinate all colors and finishes with the Owner including LFUCG & Lexington Fire Department graphics. Sample boards for exterior finishes shall be submitted and reviewed with the Owner for approval.
4. Any electrical, mechanical, or operable systems should be engineered for long-term operating efficiency, energy costs, and maintenance costs.
5. Consultant shall ensure any systems specified can be serviced and maintained by locally available trades-people.
6. All exterior finish materials should be long-lasting, durable, and easily maintained.
7. Building exterior and parking areas shall be well lit to provide for safe use of the campus and meet all building codes and LFUCG ordinances. Exterior lights should be resistant to vandalism and be energy efficient.
8. Consultants should consider permeable surfaces and landscaping options when evaluating storm water management.

The consultant shall provide continual coordination with the owner and provide recommendations based on cost, quality, schedule, maintenance, life cycle, constructability, and applicability to the specific project. The consultant shall prepare alternates at the Owner’s request, or as recommended by the consultant and approved by the Owner. Alternates may include, but are not limited to, additional paved areas, utilities, photovoltaics, etc.

### 1.3 - SCOPE OF BASIC SERVICES

**General Requirements:**

- a. **Council Presentations** - The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information as necessary.
- b. **Design Schedule** - See Project Schedule (Attachment C). The Consultant shall review the design schedule and submit a strategy of reaching milestone dates. Any proposed deviations to the attached schedule should be identified in the proposal.
- c. **Deliverables** - All design submittals shall consist of (2) hard copies and (1) digital PDF copy at 98% submissions, and (3) hard copies and (1) digital PDF at the Final Submission of each Phase. Typical drawing sheet size to be 24”x 36” unless approved otherwise. Specifications, reports, and other supplemental documents shall be on 8-1/2” x 11” sheets unless approved otherwise. Supplemental drawings, revisions, and clarifications may be on 8-1/2” x 11” sheets, or 11” x 17” sheets. All other sheet sizes are to be approved by LFUCG Project Manager. The LFUCG Project Manager may request half-size sets of drawings as a portion of the required amount of hard copy sets per each submission.
- d. **Owner Review Meetings/Presentation** - The Consultant shall be responsible for attending review meetings/presentations at the end of each design phase, and as otherwise noted in the RFP. Refer

- to design schedule (Attachment 'C').
- e. **Value Engineering** - shall be performed at the end of each design phase as necessary to meet the project budget.
  - f. **Authorization to Proceed** – Where multiple phases of work are outlined; the Consultant shall not proceed with the next stage or phase of work until cost and timeline estimates are aligned with the Owner's budget and schedule. Authorization to commence with the next phase of work will be issued in writing from the Owner (LFUCG) after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk and will be a voluntary contribution to the project.

### 1.3a - STAGE 1: Design Stage

The design stage of the project shall include all phases of design as outlined below. The consultant shall collect all necessary information, provide updates to the LFUCG Project Manager, acquire continual input from the Owner, evaluate and implement Owner's comments, advocate for the Owner, maintain documentation of the design process, and provide all deliverables as outlined by the RFP per the design schedule. Minimum requirements for each design phase are listed below. However, it is the Consultant's responsibility to communicate the design intent and full scope of work. Content established in the minimum requirements may be shown or indicated where the content is best communicated. The consultant shall be responsible for determining additional content as necessary to complete the full design intent based on the Owner's Project Requirements. The scope of this project will include full professional services for new construction and site development. The consultant shall seek continual input from the Owner throughout each phase of the project.

**Phase 1: Schematic Design** - Schematic Design Documents shall consist of drawings and other documents necessary to convey the overall intent. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing in a schematic design narrative. Proposed building systems shall be evaluated on probable costs, product lifecycle, and maintenance requirements. Continual input from the Owner shall be actively sought throughout the schematic design process. At the completion of the Schematic Design Phase the general design intent of the project shall be expressed and evident. See below for minimum Schematic Design Submission Requirements:

**Program of Spaces/ Defined Scope of Work**

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

**Preliminary Estimate of Probable Construction Cost.**

The Probable Construction Cost shall be itemized with unit costs. If the consultants Preliminary Estimate of Probable Construction Cost is over an Owner provided construction budget, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

**Schematic Design Narrative & Documentation**

Written documentation and justification of proposed major building systems. Identify each major building system (building structure, HVAC system, building envelope, etc.). Provide probable costs, product lifecycle, and maintenance requirements of each system. Provide a written recommendation for the systems to be used. Specify to what degree, if any, that system commissioning will be required for the project and advise Owner on procurement options.

**Schematic Design Drawings** (include at a minimum):

- Cover Sheet: Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, and owner name & contact information.
- Site Plan: Incorporate Boundary and Topographic Survey Data, Preliminary Grading Plan, and Utility Plan showing anticipated proposed tie-in locations.
- Floor Plans: Room descriptions and square footages of each space, plumbing fixtures, all major MEP components applicable to the scope of work at the schematic level, line diagrams as necessary, and overall dimensions.
- Elevations: Exterior elevation drawings sufficient to describe the general layout and character of proposed new construction and/or major renovation. All major construction materials and/or components shall be identified in drawings. All major building elevations shall be required for new building construction.

**Schematic Design Deliverables:**

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments and submit three full hard copy sets and one digital set of all submission items for the final schematic design submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

**Phase 2: Design Development**

The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. Design Development Documents shall consist of documents including plans, sections, elevations, and typical construction details that effectively communicate the overall scope of work, layout, dimensions, quantities, and specific building systems. The Design Development Documents shall include outline specifications that identify major materials and systems and establish in general their quality levels. All major building systems shall be expressed in a clear graphical and/or written manner. The design approach and aesthetic of the building envelope improvements shall be fully communicated within the Design Development Submission. Continual input from the Owner shall be actively sought throughout the Design Development process. At the completion of the Design Development Phase the design intent of the project shall be fully expressed and evident. See below for minimum Design Development Submission Requirements:

**Program of Spaces/ Defined Scope of Work**

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

□ **Estimate of Probable Construction Cost.**

The Probable Construction Cost shall be itemized out with unit cost. If the consultant's Estimate of Probable Construction Cost is over an Owner provided construction budget/ approved construction cost from a previous phase, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

□ **Outline Specification**

Outline specifications to include all major building, and/or project components & systems per division of work specific to the project. Identifies the major materials & systems and establishes in general their quality levels. Basis of design for major materials, components, and systems to be identified, and coordinated with the Owner. Include Cover Sheet, and full table of contents.

□ **Design Development Drawings** (include at a minimum):

- **Site Plans:** Key plan, property lines, building footprint, parking & paving, exterior steps & ramps, sidewalks, fencing. Identify locations of materials (asphalt, concrete, pavers, lawn, etc.), storm water management, spot grades at all entrances & new building corners, grades (at drives, sidewalks, parking), location of all necessary utilities (power, water, sewer, communication, etc.), and datum points for locating/ placing new construction.
- **Structural Plans:** Key plan, layout of floor & roof framing plans showing major structural components including sizes/ weights, descriptions of floor deck & concrete systems, locations of retaining walls or non-standard foundations and/or framing systems, bearing height of structural elements, finish floor elevations, proposed bottom of footing elevations, location dimensions for all major structural elements/ dimensional tie-ins to architectural plans, narrative describing structural systems for all footings, foundations, floors, roof, and/or modifications.
- **Architectural Plans:** Key plan, Show all major plan elements where applicable (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door numbers, Overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, continuous string of dimensions (minimum of one longitudinally & one laterally) through the building or space that equals the overall dimensions, ceilings (show grid with lighting & HVAC, ceiling heights, changes in ceiling elevations, note materials, show all ceiling mounted items), callouts for building elevations & sections, door & window tags, roofing elements (locate: roof drains, gutters, downspouts, overflows, taper insulation, roof slopes, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc.), preliminary finish schedule (floors, walls, and ceilings).
- **Plumbing:** Key plan with legend, preliminary plumbing fixture schedule & equipment schedules for all plumbing equipment (provide makes & model, if available), locate all plumbing fixtures & equipment, locate main water line and include sizing, locate main sewer/ vent lines and include sizing, locate roof drain lines and include sizing. Identify where water, sewer and storm enter/ exit the site/ facility.
- **Electrical:** Key plan with legend, power plan with legend showing locations of main and distribution panel boards/ outlets along with service entrance and transformer locations, and emergency power systems (generators/ misc. systems). Lighting plan with legend showing the location of lighting, fixture type, controls, dimming systems, exit lighting, and emergency egress lighting. Preliminary fixture schedule showing all fixture types with basis design identified. (make & model, if known). Communications plan with legend showing location of fire alarm pull stations (if applicable), data outlets, phone outlets, etc. Site

utility service connections & details, technology documents showing cable tray, outlet locations, main technology closets and outlet details.

**3D Images/ Samples:**

Provide color 3D images of all major elevations to show the proposed new layout. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other preferred program. The intent of the 3D images is to provide an aesthetic understanding of the proposed building envelope. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall submit sample boards of all major exterior materials (brick, metal panels, stone/ casts tone, fascia material, window finishes, glass samples, etc.)

**Design Development Deliverables:**

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner’s review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. Only one material sample board is required at 98% submission unless updates are necessary. If updates are necessary, an updated material sample board may be resubmitted at final completion of the phase. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments, and submit three full hard copy sets and one digital set of all submission items for the final design development submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner’s budget and timeline, and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant’s risk.

**Phase 3: Construction Documents**

The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents. Construction Documents shall consist of documents including fully noted drawings and specifications that effectively communicate the entire design intent and full scope of work including all approved alternates. Drawings and specification shall be coordinated by the design consultant for quality and completeness. Continual input from the Owner shall be actively sought throughout the Construction Document process. The consultant shall coordinate with LFUCG Project Manager and LFUCG Division of Central Purchasing. LFUCG Front End Documents, Parts I through VIII will be completed by Central Purchasing with assistance from the design consultant, and inserted into the Project Manual. Parts I through VIII include: I- Advertisement for Bids, II- Information for Bidders, III- Form of Proposal, IV- General Conditions, V- Special Conditions, VI- Contract Agreement, VII- Performance and Payment Bonds, VIII- Addenda. Consultants shall review Parts I – VII, assist with project specific information, and complete the rest of the Project Manual including cover sheet, indexes, technical specifications, etc. The completed construction documents shall convey the entire scope of work in a level of detail for quality construction of the full project scope that meets all applicable codes, regulations, and requirements. See below for minimum Construction Documents Submission Requirements:

**Program of Spaces/ Defined Scope of Work**

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces,

and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

**Independent Third Party Estimate of Construction Cost:**

The consultant shall engage with a third party estimator for a full Itemized Construction Cost Estimate including unit costs and quantities per division of work. If the Construction Cost Estimate is over the Owner provided construction budget/ approved construction cost from a previous phase, the consultant shall work with the third party estimator to include value engineering options to meet the Owner's Budget. The consultant shall provide a written evaluation of value engineering options with a recommendation of how to reduce the cost to meet the provided budget.

**Project Manual**

Specifications shall include all major building, site, and project components/ systems per division of work specific to the project. Consultant shall provide all necessary Divisions (Divisions 01 through 33). Division 01 – General Requirements shall be coordinated with LFUCG General Conditions, and with the LFUCG Project Manager. Consultants shall coordinate basis of design, equal manufacturers, warranties, and applicable sample/ mock-up submittal requirements with LFUCG Project Manager for all major building systems. Consultants shall be responsible for the complete Project Manual, and shall include a full table of contents. LFUCG's Central Purchasing will provide LFUCG Front End Documents to be inserted into the Project Manual before advertising for bids. The Consultant shall coordinate and assist as necessary with Central Purchasing on all LFUCG Front End Documents pertaining to project specific information. Project Manual Cover Sheet shall include at a minimum: LFUCG Logo, Phase, Owner (LFUCG) Information, Project Name, Project Address, Date, and Bid Number.

**Construction Document Drawings (include at a minimum):**

- Cover Sheet: Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, owner name & contact information, and Bid Number as issued by LFUCG.
- Civil: Site layout plans and details including property lines, buildings/ structures, curb cuts, parking & paving, exterior steps & ramps, sidewalks, fencing, curbs, locations of materials (asphalt, concrete, pavers, lawn, etc.), dumpster location & pad/enclosure details, site signage, miscellaneous details (light bases, bollards, curbs, etc.), and all other site improvements. Landscaping plans and details as required by code, ordinances, and/or other required regulations. Site grading plans and details with spot grades at all entrances & new building corners. Include datum points for locating/ placing new construction (coordinate with architectural). Storm water management, sediment and erosion control plan & details. Site profiles and sections. Utility plans, details, and profiles indicating locations of all utilities, tie-ins, etc. (power, water, sewer, communication, etc.). Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc.
- Structural: Structural comments sheet with all code and design basis noting all design parameters, abbreviations, legends, etc. Dimensioned foundation plans with slab notes and details. Dimensioned layout of floor & roof framing plans showing structural

components including sizes/ weights. Note all openings, jointing, and edge conditions. Include bearing height of structural elements, finish floor elevations, footing elevations, and location dimensions for all major structural elements/ dimensional tie-ins to architectural plans. Provide sections and details to show all typical and unique foundation and framing conditions. Complete all foundation, column, beam, and lintel schedules and details to convey full scope of work. Include key plan, tags, call outs, etc.

- Architectural Plans: Show all major plan elements (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door and window tags/numbers, partition tags, legends, overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, dimension all interior partitions and openings, provide continuous string of dimensions, and key notes to convey full scope of work. Life safety plan to show all exists with actual load and capacity (verify that minimum egress requirements are met), show egress paths per code lengths, verify stair/ ramp/ railing requirements per code, verify wall ratings per code, review plan for handicapped access. Reflected Ceilings to be coordinate with MEP and structural. Show grid with lighting, HVAC, ceiling heights, changes in ceiling elevations, note materials, access panels, and all other ceiling mounted items). Roof Plans and details shall be coordinate with MEP and structural. Locate roof drains, gutters, downspouts, overflows, taper insulation, roof slops, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc. Indicate R-value, and identify minimum roof insulation at low points. Finish plans to indicate locations and extents of finish materials, material transitions and locations, room names/ numbers, and casework locations. Provide furniture layout to be coordinated with MEP (electrical and data locations to be allow for flexibility in furniture arrangement. Enlarged plans to include kitchen, restrooms, stairs, display areas, etc. Architectural Plans to Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc. Coordinate with Civil, Structural, and MEP.
- Plumbing: Completed plumbing systems foundation drain lines, storm, and sanitary sewer and vent lines, complete water supply system and location of all plumbing fixtures, including hose cabinets and sewage disposal system. Size all piping including valves, on plan view. Include riser diagrams and details for all systems. Completed fixture and equipment schedules including makes and models for all systems to adequately show the basis of design. For areas of concentrated equipment, provide enlarged plans for both plan and section views. Indicate the design intent for fire protection system desired, and special equipment (i.e., fire pumps, holding tanks) as necessary and where applicable for the project. Include key plan, legends, tags, call outs, etc.
- Electrical: Use standard symbols to show all connections; inside and outside, wall, floor, and ceiling. Show locations and size of all conduits, capacity of outlets, network drops, location and details of switch panels, circuit breakers and fusing, location and connections for all bells, alarms, special outlets, etc. Electrical light fixture schedule with makes and models to adequately show the basis of design. Lighting control details and risers. One-line diagrams showing all panel sizes, conduit requirements and wire sizes. Panel schedules for all new, renovated and existing panels. Plans showing locations of all panels, outlets, light fixtures, receptacles, switches, fire alarm devices (if applicable) and equipment, emergency power systems, etc. Show mechanical equipment connection schedule. For areas of concentrated equipment, provide enlarged plans and section views. Coordinate technology with LFUCG. Show detailed rack systems for T/D, video/TV, sound, security, intercom, cctv and wireless outlet systems. Provide completed equipment schedules including makes and models for all systems. Provide riser diagrams for all systems. Show incoming service connection details, completed site utility service connections and detail,

power plan with legend showing locations of main and distribution panel boards and outlets. Provide lighting plan with legend showing location of lighting, controls, exit lighting, and emergency egress lighting. Provide communications plan, hardwired computer outlets, phone outlets, CCTV locations, TV Monitors, etc. Provide completed power, lighting and communication equipment schedules. Include key plans, legends, tags, call outs, etc.

**□ 3D Images/ Samples:**

Provide color 3D images of all major elevations to show the proposed new layout. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other preferred program. The intent of the 3D images is to provide an aesthetic understanding of the final building envelope. Material types, configurations, and overall aesthetic shall be clear and evident.

**Construction Document Deliverables:**

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment 'C') unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

The consultant shall incorporate all applicable review comments, and coordinate with the LFUCG Project Manager & LFUCG Division of Central Purchasing for submission of Ready to Advertise (RTA) Construction Documents. Consultants shall submit three full hard copy sets and one digital set of all submission items for the Final Construction Document Submission.

**Phase 4: Bid Phase**

The Division of Central Purchasing will be responsible for advertising the bid documents. All questions, requests, and correspondence shall be directed to LFUCG Division of Central Purchasing during the Bid Phase. The consultant shall assist Purchasing with clarifications, questions form bidders, and addenda. The Consultant shall be responsible for attending the Pre-Bid Conference and providing a verbal summary of the scope of work. The Pre-Bid Conference will be conducted by the Division of Central Purchasing. The Bid Opening will also be conducted through the Division of Central Purchasing. After the Bid Opening, the Consultant shall be responsible for reviewing all Bids and providing a written recommendation to the LFUCG Project Manager.

**Bid Phase Deliverables:**

(2) Full-Size hard copies of the drawings and bid package book, along with (1) Half-Size set of drawings. Provide (1) digital copy of everything and digital written recommendation on company letterhead.

**1.3b - STAGE 2: Construction Administration Stage**

The Construction Administration Phase of the project shall start after the Bid Phase once the Owner has

released the written Notice to Proceed (NTP) to the contractor. Duration of construction administration services will be based on both construction contract time, completion of the original project scope, and Owner's approval of all deliverables. The Consultant shall forward all review items to the LFUCG Project Manager and provide continuous updates and coordination. The consultant shall inform and coordinate all site visits and construction administration related meetings with the LFUCG Project Manager. The LFUCG Project Manager will be the primary contact for the Owner. All written recommendations and reports throughout the construction phase shall appear on the Consultant's company letterhead. All Owner approvals shall be made in writing.

### **Phase 1: Construction Administration Phase**

Construction Administration shall be provided throughout the Construction Stage in which the consultant shall advocate for the Owner (LFUCG), administer the construction contract, maintain consistent and precise documentation, facilitate the project close out, and provide frequent updates to the LFUCG Project Manager. LFUCG Project Manager shall be included in all correspondence, meeting invites, and shall be informed of all milestones, issues, delays, or contract deviations. Minimum Construction Administration services shall include the following:

**Meetings (Pre-Construction & Progress Meetings):**

Prepare agendas, lead meetings, and distribute meeting minutes. Progress meeting shall be scheduled bi-weekly (every two weeks).

**Reviews:**

Consultant shall review Construction Schedules, Schedule of Values (SOV), Submittals, Samples, Mock-ups, Contractor's Daily Logs, Payment Applications, Proposals, Change Order Documentation, RFIs, O&M Manuals, Close Out Documents, and all other correspondence. All Owner approvals shall be made in writing.

**Logs:**

Maintain Submittal Logs, RFI Log, ASI, Log, Proposal Log, Change Order Log, etc. At a minimum, all logs shall contain numbered items, item names, relevant dates, item summary, item action, and current status.

**Correspondence/ Reports:**

Consultants shall document and keep a record of all project correspondence. Clarifications to the construction documents initiated by the Contractor shall be through a Request for Information (RFI). Clarifications initiated by the consultant shall be through Architectural Supplemental Instructions (ASI). Clarifications made by RFI or ASI shall not change the contract time, or the contract amount. Field Observations shall be made at each Progress Meeting, and Field Observation Reports shall be provided with Progress Meeting Minutes. Work Changes Proposal Request (WCPR) will be used for proposal request with Owner Approval. Written Recommendations from the consultant shall be required for all proposed Change Orders. The consultant shall consistently update the Owner and inform the Owner of any deviations from the construction documents, potential time delays, or construction issues.

**Inspections:**

Consultant shall inspect the full scope of work to determine Substantial Completion. The consultant shall conduct a second inspection of the full scope of work to determine Final Completion after all Punch List items have been corrected. Consultants shall provide both a Punch

List, and a Back-Punch List containing completion dates for each punch-item. A Certificate of Substantial Completion shall be issued to both the Owner and Contractor.

**Supplemental Drawings:**

Supplemental drawings shall be required to clearly communicate the full scope of work, when necessary, when not already shown in the construction documents, or when additional clarification is needed. Supplemental Drawings may be required for clarifications, RFI, ASI, WCPR, Change Orders, etc.

**Record Drawings:**

Consultant shall collect the Contractor's marked-up drawings (As Built Drawings) and digitally update the construction documents for Record Documents to be submitted to the Owner in both hardcopy and digital format.

**Close Out:**

Consultant shall generate a Project Close Out Checklist containing all close-out items as listed in the Contract Documents. This Checklist shall include dates for the following items: Issue of Certificate of Substantial Completion, List of Completed Inspections, Completion of Punch List Items, Final Release of Liens, Consent of Surety, Completed O&M Manuals, Completed Record Drawings, Completion of Back-Punch List, Review of Final Payment Application, Verification of Stock Items Transferred to Owner, and Confirmation of all Deliverables completed and submitted to the Owner.

**Construction Administration Deliverables:**

- I. Consultant shall provide Progress Meeting Agenda, Submittal Log, RFI Log, ASI Log, Log of Proposals, and Change Order Log in digital format sent (1) day prior to each progress meeting and shall provide hardcopy prints at each progress meeting for attendees at the meeting.
- II. Consultant shall submit (1) digital copy of Progress Meeting Minutes, and Field Observation Report within (5) business days after each Progress Meeting.
- III. Consultant shall submit (1) digital copy of Change Order Recommendation within (5) business days after receiving the contractor's proposal and back-up documentation.
- IV. Consultant shall submit (3) hardcopies, and (1) digital copy of the Certificate of Substantial Completion.
- V. Consultant shall submit (1) digital copy of the Punch List within (5) business days after the walk-through to determine Substantial Completion.
- VI. Consultant shall submit (1) digital copy of the Back-Punch List within (5) business days after the walk-through to determine Final Completion.
- VII. Consultant shall submit the Contractor's Original "As Build" Drawings to the Owner, and the following digital copies of the Record Documents: PDF file of all Drawings, PDF File of the Project Manual, CAD files of all drawings, DOCX files of the Project Manual.
- VIII. Consultant shall submit (1) digital copy of the completed Project Close Out List within (5) days after Final Completion.

**Phase 2: One Year Workmanship Warranty Period - Coordination Assistance**

**Warranty Coordination**

Owner assistance, and coordination with the Contractor for correction of warranty items throughout the Contractor's One Year Workmanship Warranty Period.

□ **11- Month Walk-Through**

Consultant shall coordinate an 11-Month Walk-Through onsite with the Consultant, Owner, and Contractor. A list of warranty items to be corrected shall be submitted to all parties. The consultant shall follow-up with the completion of identified warranty items and resubmit the list of warranty items to the Owner with completion dates.

**One Year Workmanship Warranty Period Deliverables:**

- I. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items within (5) business days of the 11 Month Walk Through.
- II. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items with dates of correction for each item.

**1.4 - SELECTION PROCESS**

All responses to this RFP/Q meeting the submittal requirements will be evaluated by a review committee. Written proposals will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFP/Q.

All costs associated with the preparation and responses, including presentation materials for interviews and site visits, if conducted, related to this RFP/Q shall be borne solely by the consultant and at no cost to LFUCG.

**SCORING CRITERIA**

	<b>Total Points</b>
Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases.	20
Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems.	25
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	15
Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	5
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.	5
Fees	30
<b>Final Technical Score</b>	<b>100</b>

**COMPENSATION**

Refer to the Sample Contract (**Attachment B**) for complete compensation description.

**ATTACHMENT: A**  
**FORM OF PROPOSAL**

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**Design Services for the Phase 1 Site Development of the Fire Training Academy Campus**  
**Request for Proposal # 16-2025**  
**Form of Proposal**

**Consultant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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**1. General:**

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
- d. The Consultant shall include Technical Information as required herein.

**2. Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written continuing education/professional training program and quality control/quality assurance program.
- e. Provide the current number of employees and employee types.
- f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
- h. Summary of firm's recent (5 year) experience in similar/representative projects including

- i. Physical project size
  - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
  - iii. Identification of any involved sub-consultants and/or joint-venture partners
- i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
  - j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
  - k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
  - l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
- i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
  - ii. A title page
  - iii. A table of contents and/or index; or blank tab pages
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
- a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
  - b. A specific budget and schedule (See Project Schedule **Attachment C**) to complete services described herein.
  - c. An explanation of the communication/documentation and collaboration plan.
  - d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.
  - e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.
6. **Lump Sum Pricing:**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer'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.)
  - b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

<b><u>Design Stage (Total Services Below)</u></b>	\$ _____
Schematic Design Phase: (percentage of total services)	\$ _____ _____ %
Design Development Phase: (percentage of total services)	\$ _____ _____ %
Construction Documents Phase: (percentage of total services)	\$ _____ _____ %
Bid Phase: (percentage of total services)	\$ _____ _____ %
 <b><u>Construction Administration Stage</u></b>	 \$ _____
(percentage of total services)	_____ %
 <b><u>Total Architectural/ Engineering Services</u></b>	 \$ _____

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, 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.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
_____	_____ \$/HR

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
- b. Approved reimbursables will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.

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**Signature**

**Name**

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**Title**

**Date**

## **ATTACHMENT: B**

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### **CONSULTANT SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and \_\_\_\_\_ (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Phase 1 Site Development of the Fire Training Academy Campus** as contemplated in the **OWNER**'s Request for Proposal No. 16-2025. The services are hereinafter referred to as the Project.

**OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 16-2025.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering 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 CONSULTANT**

**CONSULTANT** shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 16-2025. (**Exhibit "A"**), and Consultant's Response dated June 11, 2025 (**Exhibit "B"**). 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. 16-2025. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to \_\_ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** 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 Condition provisions of RFP No. 16-2025 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT**

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** of this Agreement. 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 **CONSULTANT** 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" are 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 **CONSULTANT** 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 **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 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 **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** 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. See **Exhibit "A"** for the project timeline/schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'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.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 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 two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

**SECTION 5 - PAYMENTS TO CONSULTANT**

**5.1 Methods of Payment for Services of CONSULTANT**

**5.1.1 For Basic Services.**

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

<b><u>Design Stage (Total Services Below)</u></b>	\$ _____
Schematic Design Phase: (percentage of total services)	\$ _____ _____ %
Design Development Phase: (percentage of total services)	\$ _____ _____ %
Construction Documents Phase: (percentage of total services)	\$ _____ _____ %
Bid Phase: (percentage of total services)	\$ _____ _____ %
<b><u>Construction Administration Stage</u></b>	\$ _____
(percentage of total services)	_____ %
<b><u>Total Architectural/ Engineering Services</u></b>	\$ _____

**5.1.2. For Additional Services**

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer’s satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal Architect</u>	_____ \$/HR
<u>Project Architect</u>	_____ \$/HR
<u>Project Manager</u>	_____ \$/HR
<u>Project Associate</u>	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be  0  %

**5.2. Times of Payment.**

**5.2.1.** For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER**’s receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

**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 **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered 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 **CONSULTANT**.

**5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** 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 **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

## **SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

**6.1.1.** The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

**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 **CONSULTANT**.

### **6.2. Ownership and Reuse of Documents.**

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** 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 **CONSULTANT**.

### **6.3. Legal Responsibilities and Legal Relations.**

**6.3.1.** The **CONSULTANT** shall familiarize himself 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 **CONSULTANT** and its **CONSULTANTS**, 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 **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** 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 **CONSULTANT**

shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, 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. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

#### **6.4. Successors and Assigns.**

**6.4.1.** **CONSULTANT** 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. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

**6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT**.

#### **6.5. Disputes.**

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** 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 **CONSULTANT**, shall be submitted to the Commissioner of the 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 **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

#### **6.6. Accuracy of CONSULTANT'S Work.**

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects

and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

**6.7. Security Clause.**

The **CONSULTANT** 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**.

**6.8. Access to Records.**

The **CONSULTANT** and its sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, 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 **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

**6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 16-2025 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 **CONSULTANT** agrees as follows:

**7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, 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** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent 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 **CONSULTANT** within thirty (30) days.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**OWNER:**

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT C: Project Timeline For Phase 1 Site Development of the Fire Training Academy Campus				
Task	Duration	Start	Finish	
<b>RFP</b>	<b>50 Days</b>	<b>5/14/2025</b>	<b>7/3/2025</b>	
RFP Advertisement	28 Days	5/14/2025	6/11/2025	
Pre-Proposal Meeting	1 Day	5/21/2025	5/21/2025	
<b>RFP - Responses Due</b>	<b>1 Day</b>	<b>6/11/2025</b>	<b>6/11/2025</b>	
RFP Evaluation and A/E Recommendation	7 Days	6/11/2025	6/18/2025	
Approved in Legistar Date	1 Days	6/23/2025	6/23/2025	
Council WS	1 Day	6/24/2025	6/24/2025	
Council 1st Reading (Double Reading)	1 Day	7/1/2025	7/1/2025	
N.T.P. & P.O.	0 Days	7/3/2025	7/3/2025	
<b>Design</b>	<b>107 Days</b>	<b>7/7/2025</b>	<b>10/22/2025</b>	
Design Kick Off Meeting	1 Day	7/7/2025	7/7/2025	
Schematic Design Phase	30 Days	7/7/2025	8/6/2025	
<b>Schematic Design 98% Submission</b>	<b>1 Day</b>	<b>8/6/2025</b>	<b>8/6/2025</b>	
Owner Review of SD Phase	2 Days	8/6/2025	8/8/2025	
Final Schematic Design Deliverables Due	0 Days	8/13/2025	8/13/2025	
Design & Development Phase	28 Days	8/13/2025	9/10/2025	
<b>Design &amp; Development 98% Submission</b>	<b>1 Day</b>	<b>9/10/2025</b>	<b>9/10/2025</b>	
Owner Review of DD Phase	0 Days	9/12/2025	9/12/2025	
Final Design Development Deliverables Due	0 Days	9/17/2025	9/17/2025	
Construction Document Phase	28 Days	9/17/2025	10/15/2025	
<b>Construction Document 98% Submission</b>	<b>1 Day</b>	<b>10/15/2025</b>	<b>10/15/2025</b>	
Owner Review of CD Phase	2 Days	10/15/2025	10/17/2025	
Owner's Construction Documents' Comments Incorporated	5 Days	10/17/2025	10/22/2025	
<b>100% Construction Documents Ready to Advertise Submission</b>	<b>1 Day</b>	<b>10/22/2025</b>	<b>10/22/2025</b>	
<b>Advertisement &amp; Award</b>	<b>49 Days</b>	<b>TBD</b>	<b>TBD</b>	
Compile Bid Documents	7 Days	TBD	TBD	
Advertise for Bids	28 Days	TBD	TBD	
Pre-Bid Meeting	1 Day	TBD	TBD	
<b>Bids Due</b>	<b>1 Day</b>	<b>TBD</b>	<b>TBD</b>	
Bid Review & Selection	7 Days	TBD	TBD	
Approved in Legistar Date	1 Days	TBD	TBD	
Council WS	1 Day	TBD	TBD	
Council 1st Reading	1 Day	TBD	TBD	
Council 2nd Reading	1 Day	TBD	TBD	
Construction Contract Execution/ P.O.	7 Days	TBD	TBD	
<b>Anticipated Construction</b>	<b>275 Days</b>	<b>TBD</b>	<b>TBD</b>	
Pre-Construction Meeting	1 Day	TBD	TBD	
Construction to SC	275 Days	TBD	TBD	
<b>Substantial Completion (SC)</b>	<b>1 Day</b>	<b>TBD</b>	<b>TBD</b>	
Close Out- Construction to FC	14 Days	TBD	TBD	
<b>Final Completion (FC)</b>	<b>1 Day</b>	<b>TBD</b>	<b>TBD</b>	

# FIRE TRAINING CENTER SITE IMPROVEMENT PLAN

ATTACHMENT 'D'

**Legend:**  
1 - Public Parking  
2 - Covered Staff Parking  
3 - Driving Pad  
4 - New Bridge

**Total Parking:**  
Staff - 20 Spots  
Public - 200 Spots



**Legend:**  
 1 - Public Parking  
 2 - Covered Staff Parking  
 3 - Driving Pad  
 4 - New Bridge

**Total Parking:**  
 Staff - 20 Spots  
 Public - 200 Spots





**LEXINGTON**

**LFUCG**

**FIRE TRAINING STUDY**







## ACKNOWLEDGMENTS

Lexington Fire Training Center Feasibility Report  
Lexington, Kentucky

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## EXECUTIVE SUMMARY

### HOW TO USE THIS REPORT

The intent of the study is to evaluate existing fire facilities against industry standards (such as NFPA 1710 and 1500) and provide recommendations on infrastructure/development that will address the changing training needs of the Lexington Fire Department (Fire Department) as it continues to grow.

This study is used to share this information and build consensus on the direction for Lexington (City) to pursue in fulfilling the needs of the City and Fire Department. The study included four primary objectives or tasks: Evaluation of Current Conditions, Facility Space Needs, Conceptual Design Scenarios, and the potential cost for each of the conceptual scenarios. Each of these objectives provides key information to be considered for planning for the City.

### INTRODUCTION

The Lexington Fayette Urban County Government Council and Lexington Fire Department contracted with Brandstetter Carroll, Inc. (BCI) in June 2024 to complete a comprehensive facility feasibility report for the Lexington Fire Training Center. The City's Team, consisting of Josh Ives, AIA, Jason Wells, Fire Chief, Gary Harris, Assistant Chief, Jeremy Poynter, Battalion Chief, and others coordinated the efforts of the Consultant Team with the resources of the City. The City Team assisted in the collection of data and provided support, including escorting the Consultant Team on tours of the facilities and setting up meetings with major stakeholders.

This Executive Summary is formatted around significant information discussed throughout the report. During the Summer and Fall of 2024, BCI visited the existing Training Center building to perform and conduct a building analysis noting in particular: code compliance, accessibility, and damage or maintenance problems. The Consultant Team then developed recommendations for the facilities. After these tasks were completed, the final recommendations were then identified and completed. What follows is a brief synopsis of the analysis and recommendations addressing the deficiencies and pertinent recommendations for the Lexington Fire Department Training Center.

### BACKGROUND

For over 150 years, Lexington Fire Department has served the community from 24 stations providing progressive, all-hazard services to meet the needs of the community. The Fire Department responds to over 60,000 local emergencies annually. The Fire Department consists of 607 sworn personnel and 34 non-sworn personnel. The organizational chart is in the Appendices for reference and hierarchy. All firefighters are IFSAC I/II, EMT-B, and HazMat Ops certified. Additionally, they provide full-time fire prevention, education, and investigation programs, as well as structural and ARFF firefighting, advanced life support EMS, hazardous materials, and technical rescue services.

The Lexington Fire Department typically runs 607 sworn members through the Training Center annually and often many of them multiple times a year. The department typically has two recruiting classes annually which consist of approximately 25 to 45 recruits per class. They also have a paramedic class annually consisting of approximately 36 students. They also have a company officer academy class annually consisting of approximately 15 company officers.

The Lexington Fire Department uses the Training Center for other events besides just department training. They also have many other public outreach events they host or would like to host and have many outside agencies that request to use the facility. The Fire Department hosts a Citizen Fire Academy semi-annually with class sizes of about 30 students. They have the graduation event for these at the Training Center which ranges from 75 to 85 people. The department also has LFUCG Council Field Day consisting of 30 people, an American Red Cross event consisting of 75 to 100 people, Metro Employees Credit Union Event consisting of 75 people, and Leadership Lexington visit consisting of approximately 30 people. The department currently hosts Kentucky State Fire School in June, Army National Guard training exercises two to three times a year. They host CSEPP Training Exercises, Lexington Police Training, Columbia Gas employee training, and car seat installation classes.

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## FACILITY ASSESSMENT

The Facility Assessment for the existing facilities considered both the physical facility as well as the operational aspects of the facility. The existing facility, while in most cases is structurally sound, the facilities are inefficient and, in many cases, not conducive to the use of the building for modern operations. The current building does not meet the current requirements of modern building codes or best practices as they relate to public safety training facilities. The existing building includes 16,400 square feet of space.

## FACILITY SPACE NEEDS

The Facility Space Needs Assessment consisted of discussions with the Lexington Fire Department and Lexington Staff, and observation of current operations. This information, along with the information received from the Study Committee and Consultant tours of the facility and the Consultant's knowledge of design guidelines, best practices, and regulations, contributed to the development of the Facility Space Needs Program. These program documents identify an approximate total of 49,000 square feet of space for the Training Center.

## CONCEPTUAL PLAN

The Facility Space Needs Program was used to create conceptual plan options as follows:

1. Renovation and Expansion of Existing Building
2. New Training Center Building

These are merely conceptual plans for study purposes and should not be considered finalized floor plans at this stage. These include the necessary spaces for the Fire Department and training operations and represent appropriate space relationships. The site was then diagrammed with the proposed building footprints, parking needs, and vehicular circulation to evaluate the feasibility of using the existing property.

## RECOMMENDATIONS

The recommendations of the Consultant Team listed in this report include the following:

1. Recommendation 1: Construct a new Fire Training Center for an approximate cost of \$49.4 million dollars.

## FINANCING

Most public safety projects for municipalities are funded through a combination of available cash on hand, General Obligation Bonds, plus some level Federal or State funding. There may be an opportunity for an external source. It is very unlikely that State and Federal resources will be available for the entirety of the project, so the City must be prepared to provide matching funds. The most likely source would be General Obligation bonds. The City of Lexington should be in a good position to leverage its bond rating and capacity to fund this project even if it is done over multiple phases.

## NEXT STEPS

There are a series of steps to move forward from this study towards the development of improved operations and facilities for the most efficient training space and service delivery. These recommendations, if implemented, will enhance the Lexington Fire Department training operations and facilities with improved operational improvements due to more space and more space efficiencies.

## CONCLUSION

In conclusion, the City of Lexington and Lexington Fire Department are in the early stages of planning for the next steps for the Fire Training Center and site improvements. The information in this report is offered to help in making those difficult decisions and determinations.

The recommendations in this study also give greater flexibility to the Fire Department so that implementation can take place as quickly as possible or as funds become available. The project can be broken into multiple phases and funded over multiple years, if necessary, or it can be done as one project with localized phasing to maintain operations.

The Consultant Team is pleased to have been asked to perform this report and to work with the Fire Department to improve their operations and training center to continue to deliver a high level of training services to the Fire Department personnel, agencies, and citizens of the City and surrounding areas.





# 1

## INTRODUCTION

### 1.1 HISTORY

Lexington is in Fayette County, Kentucky. Lexington is in the Bluegrass Region and is known as the “Horse Capital of the World” due to the large number of horse farms. The City was originally named in 1775 before Kentucky became a state. Then Lexington was established in 1780 as a town in the County of Kentucky. The land area is 285.5 square miles of which 284.5 square miles is land and 1.0 square miles is water. The City has grown rapidly causing the City to adopt or develop the first urban growth boundary. Lexington is near major interstate corridors that access 14 major United States cities in 11 states.

For over 150 years, Lexington Fire Department has served the community from 24 stations providing progressive, all-hazard services to meet the needs of the community. The Fire Department responds to over 60,000 local emergencies annually. The Fire Department consists of 607 sworn personnel and 34 non-sworn personnel. The organizational chart is in Appendix F for reference and hierarchy. All firefighters are IFSAC I/II, EMT-B, and HazMat Ops certified. Additionally, they provide full-time fire prevention, education, and investigation programs, as well as structural and ARFF firefighting, advanced life support EMS, hazardous materials, and technical rescue services.

The Fire Department has multiple divisions which make up the department which are Administration/Finance, Logistics, Operations, Planning, and Office of the Chief. The Training Center houses 16 people that consist of the Training Team under the Planning Division. The 16 personnel consist of 12 Training personnel, 2 EMS Educators, 2 Recruiting and Hiring personnel. Due to the growth of the City and Fire Department, the Training Center needs many enhancements and improvements to meet current and future building codes and to provide adequate space for their daily training operations and department needs both now and in the future.

The Lexington Fire Department has the Training Center and Training Grounds located at 1375 Old Frankfort Pike. It currently houses Engine 37, Engine 38, Engine 39, Ladder 18, Ford F550 Work Truck, (2) UTV's, and a Training Van. Other vehicles stored on site consist of (2) Passenger Vans, (7) Small Fleet Vehicles, (1) Utility Trailer. Due to the need to store the quantity of vehicles and equipment at the Training Center, improvements and enhancements are necessary to properly house and maintain these assets.

The Lexington Fire Department typically runs 607 sworn members through the Training Center annually and often many of them multiple times a year. The department typically has two recruiting classes annually which consist of approximately 25 to 45 recruits per class. They also have a paramedic class annually consisting of approximately 36 students. They also have a company officer academy class annually consisting of approximately 15 company officers. Due to the quantity of personnel that must be trained on the department and the fact that it is mandatory, the existing Training Center, does not have the parking or space to provide for the needs of the Department. Due to existing conditions and constraints, the class size is restricted to a maximum of 50 students or personnel per class. The recruiting class graduation is held at another venue due to the number of people that attend which the current facility cannot accommodate. The typical graduation consists of approximately 300 people. There are other events for the department such as Command Staff Meetings, hiring and promotional events, Paramedic Class Graduation which range from 30 to 100 people. The Training Center needs improvements and enhancements to allow for larger class sizes which allow for more personnel and students to process through the training requirements and allows for opportunity to open the facility for outside agencies and other public outreach events to utilize the facility and would allow for additional training for their own personnel and even opportunity to bring in new training options because of the improved and larger facility.

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The Lexington Fire Department uses the Training Center for other events besides just department training. They also have many other public outreach events they host or would like to host and have many outside agencies that request to use the facility. The Fire Department hosts a Citizen Fire Academy semi-annually with class sizes of about 30 students. They have the graduation event for these at the Training Center which ranges from 75 to 85 people. The department also has LFUCG Council Field Day consisting of 30 people, an American Red Cross event consisting of 75 to 100 people, Metro Employees Credit Union Event consisting of 75 people, and Leadership Lexington visit consisting of approximately 30 people. The department currently hosts Kentucky State Fire School in June, Army National Guard training exercises two to three times a year. They host CSEPP Training Exercises, Lexington Police Training, Columbia Gas employee training, and car seat installation classes. Due to the existing conditions, class sizes are limited or in the case of Kentucky State Fire School they must use offsite classrooms and training areas due to limited space and availability at the facility. The Fire Department would also like to accommodate other requests that they receive but due to limited space and parking, these requests are not able to be fulfilled or accommodated because of the existing facility deficiencies. It is important that the Training Center be enhanced and improved to provide more opportunities to the community but also other agencies.

## 1.2 DEMOGRAPHIC ANALYSIS

Lexington has a population of 324,981 (2024) people, with daytime population increasing to 357,197. The median age of the City is 35 years of age. The recent trends in population change show growth in the past, with slight growth in 2029. Most of the population is between the ages of 25 and 64.

There are 15,708 businesses (2024) in Lexington with a total employment population of 267,929 (2024). Most of the businesses in the city, approximately 69%, are white collar jobs. The unemployment rate is at 4.7% for the city, which is slightly higher than the national average of 4.1% (Sept. 2024).

The median home value in Lexington is \$318,531 (2024) which is 20.6% higher than the Kentucky median home value of \$264,100 (2024). The typical household size is 2.29 people (2024).

There are 136,900 households in Lexington, with an anticipated slight increase in 2029 to 139,115. Median household income is currently \$67,248. The recent trends in median household income show growth to \$80,360 in 2029. This represents income growth of nearly 3.63%. By contrast, nationally, the median household income is \$79,068 (2024) and will increase to \$91,442 in 2029. Recent changes in income and growth have been affected by COVID 19, but the trends show that both population and income in Lexington will continue to grow.

More detailed information regarding Lexington demographics is provided in the Appendices.

## 1.3 METHODOLOGY

The Lexington Fayette Urban County Government Council and Lexington Fire Department contracted with Brandstetter Carroll, Inc. (BCI) in June 2024 to complete a comprehensive facility feasibility report for the Lexington Fire Training Center. The City's Team, consisting of Josh Ives, AIA, Jason Wells, Fire Chief, Gary Harris, Assistant Chief, Jeremy Poynter, Battalion Chief, and others coordinated the efforts of the Consultant Team with the resources of the City. The City Team assisted in the collection of data and provided support, including escorting the Consultant Team on tours of the facilities and setting up meetings with major stakeholders.

The existing Training Center facility consisting of 16,400 square feet was analyzed in detail from both an architectural and operational perspective. The City requested that the Consultant Team review the existing facilities and identify any recommendations and potential costs for renovation, expansion, or new buildings. This would allow the City and Fire Department to develop a comprehensive understanding of the needs and identify and strategically plan for future improvements for the Training Center and Fire Department with respect to the services and functions offered by the Department at this facility. In 2024, BCI reviewed and analyzed the Training Center operations, resources, facilities and completed this comprehensive report. This report is the culmination of that analysis and feedback.

## 1.4 OBJECTIVES

This report had four major objectives. First, it was to analyze the existing facilities and identify key issues of concern, including maintenance deficiencies, code deficiencies, material degradation, structural concerns, HVAC and electrical systems' useful life, departmental capacity and needs, operational requirements, and future needs.

The second objective was to conduct a Facility Space Needs Study. This Needs Study will utilize Best Practices and Industry Standards, as well as the current and future needs required by the Fire Department for their daily training operations.

The third objective was to review a variety of scenarios or options to provide direction on enhancing the services for the

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Training Center and Fire Department that would produce an economic solution with the greatest positive impact on the site and for the operations of the Fire Department.

The fourth objective was to conduct a third-party Opinion of Probable Cost for each of the scenarios. These cost opinions would help officials to understand the overall economic and investment needed to renovate and/or expand the existing facilities or to build a new facility on the existing site.

Based on this information, recommendations could be made on how best to provide proper facilities and ultimately better training.





# 2

## FACILITY ASSESSMENT

### 2.1 STANDARDS

The assessment of the existing Lexington Fire Department Training Center included both the physical building and systems, as well as the operational efficiency. The assessment was based on Best Practice Industry Standards from many codes and standard which a few of the major ones are listed below:

1. International Association of Fire Chiefs (IAFC)
2. International Association of Fire Fighters (IAFF)
3. National Fire Chiefs Council (NFCC)
4. International Association of Police Chiefs (IACP)
5. Commission on Accreditation for Law Enforcement Agencies (CALEA)
6. National Institute for Occupational Safety and Health (NIOSH)
7. National Fire Protection Agency (NFPA)
  - NFPA 1 – Uniform Fire Code
  - NFPA 1221 – Standard for the Installation, Maintenance, and Use of Emergency Service Communication Systems
  - NFPA 1500 – Standard on Fire Department Occupational Safety and Health Program
  - NFPA 1581 – Standard on Fire Department Infection Control Program
  - NFPA 1710 – Standard for the Organization and Deployment of Fire Suppression Operations Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments
8. Safety and Health Considerations for the Design of Fire and Emergency Medical Services Stations
9. Whole Building Design Guide (WBDG) National Institute of Building Sciences
10. Kentucky Building and Plumbing Code
11. International Mechanical Code
12. National Electrical Code
13. American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)
14. ADA Standards for Accessible Design
15. Federal Emergency Management Agency (FEMA)
16. Department of Justice (DOJ)
17. Occupational Safety and Health Administration (OSHA)

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## 2.2 KEY EXTERIOR ISSUES IDENTIFIED

### 2.2.1 Site

1. There are no identifiable handicap parking spots in the parking lot for staff or the public.
2. The public has access to the entire site via the roadways through the site. This is not ideal because it leaves the Fire Department's vehicles susceptible to vandalism and damage. There is a main front entry to the building. However, there are multiple doors that could be mistaken as entry locations and are not well marked.
3. The existing asphalt is in need of repair in many areas of the site drives and parking lots.
4. The existing bridge is not available for vehicular traffic due to structural concerns and narrowness.
5. Utilities on the site are available but many are not sized adequately or haphazardly installed due to the need for maintenance or other projects in the area.
6. Storm water control is minimal and needs to be addressed in any new work conducted.
7. There is evidence of the site being a filled site with trash and other rubble and materials buried below ground. These may be an issue for any future construction.
8. There are many foundations, bins, gravel, soils, mulch, brick, and other items on the northern side of Town Branch Creek which will need to be removed.
9. There is an old concrete structure and water tank that may need to be removed.
10. There is an area at the southern side of Town Branch Creek which has an EPA Covenant due to soil contamination that is still under monitoring. This should be remediated or avoided in the event of future work.
11. There is not a designated grilling area. There is a designated outdoor seating area that is on the opposite side of the building from the current grilling area. Outdoor activities must take place in the way of the sidewalk and parking spots.
12. There are no drains at the aprons and the aprons drain to the streets on both sides.
13. There are potentially hazardous materials and fire equipment that are scattered around the site unprotected and potentially hindering site movement. There is an air unit behind the Apparatus Bays on a concrete pad next to the pull through bays.
14. The location of the vehicle drives cause potentially serious conflict between pedestrians, parked cars, and emergency vehicles.

### 2.2.2 Façade

1. Exterior doors are metal frames with single pane glazing providing minimal insulating value.
2. Joints and sealants need repair.
3. The windows are single pane glazing providing minimal insulation value. The sealants are deteriorated in places. These should be replaced in their entirety.
4. The existing roof utilizes primarily gutters and downspouts. The downspouts are in good condition.
5. The concrete façade has cracks in it from building settlement which has led to unwanted openings in the walls and needs repairs.
6. The mortar joints of the CMU walls are primarily in good condition but have some areas in need of maintenance and repair.
7. No exterior wall insulation was found. Insulation will be required to meet current energy codes

### 2.2.3 Roof

1. The roof is in bad condition. If this building is renovated or expanded, the roof should be replaced in its entirety. There are some visible signs of leaks in the building due to staining of ceilings.
2. The emergency generator for the facility is located on the roof. This makes it difficult to access for maintenance.
3. The air units are located on the roof and have faded materials and warps from the weather.
4. The skylights on the upper roof are sun faded with popped sealants.
5. Fall protection will need to be provided at all roof top equipment within ten feet of roof edges.
6. The existing roof structure consists of cantilevered double tee concrete beams that extend beyond the exterior walls. No thermal breaks were found at the intersection of exterior wall to beams, this can lead to condensation and mold concerns.

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## 2.3 KEY INTERIOR ISSUES IDENTIFIED

### 2.3.1 Structure

1. The facility, if expanded and renovated, would need to meet the requirements of the building code to withstand a weather event. The structure itself does not comply with those requirements and would need to be remediated to meet those requirements.
2. The existing facility constructed in 1969 consists of one-story load bearing concrete block for all exterior and bearing walls with the exception of the front wall which is pre-cast concrete tees. The roof over the high bay (vehicle bay) consists of steel bar joists 36" deep @ 5' 0.c. clear spanning the bay and bearing on 12" concrete block walls. The roof decking over the high bay area is steel roof decking.
3. The lower roof areas (classrooms, offices and lobby area) consist of exterior 8" load bearing concrete block, and the roof structure is pre-cast concrete double tees (approximately 18" deep with ribs at 2' on center. These concrete double tees cantilever past the exterior block wall creating an overhang.
4. There are two additions to the low roof areas along the west end. The oldest addition consists of concrete block walls and wood roof framing. This addition has a foundation and to have been constructed to commercial standards from a structural standpoint. The more recent addition does not have a foundation and appears to be a slab poured on asphalt. This newer addition does not appear to have been constructed in accordance with the Kentucky Building Code and should be considered a temporary structure for storage only.
5. The existing precast concrete bridge over the town branch creek to the rear of the property is in poor structural condition and needs to be replaced. The abutments could potentially be re-used if the same size and location works for a potential replacement precast concrete bridge.
6. There is some minor cracking of the concrete block, especially over and around openings. It is likely none of the concrete blocks are grouted or reinforced. This was acceptable and met the structural loading requirements of the Kentucky Building Code in 1969. The cracking areas of the concrete block should be tuck-pointed and partially grouted.
7. The added space inside the high-bay area was constructed with wood and does not appear to be in compliance with the Kentucky Building Code. This area would need to be replaced and reconstructed with non-combustible materials if any renovations occur.

### 2.3.2 Fire Training Center

#### General

There is typically a maximum of seventy-seven (77) people at the Training Center each day. The personnel currently consist of (16) Full-Time Employees. There are typically recruit classes at the Training Center.

#### Lobby / Vestibule

- There is no vestibule.
- The lobby is open to the public with no reception area and is not secure to keep the public out of the rest of the training center.
- The lobby is in good condition and is used for displaying miscellaneous Lexington Fire Department memorabilia. More space is needed to display all the Fire Department's items.
- The exterior wall of the lobby is a precast concrete wall system, no insulation was noted.

#### Public Restrooms

- Restrooms are limited in the building. The restrooms are small and do not meet current building and plumbing codes for size and quantity needed to comply with the codes.
- There is limited ADA required clearances and turning radiuses. These do not meet current ADA accessibility codes.
- The restrooms and showers have general cosmetic needs like new fixtures, tile, etc.

#### EMS Office and Storage

- The EMS Office is crowded with little area for desk space.
- The room is used mainly for storage, which severely limits the operational use of the office.
- The EMS storage room is small and does not accommodate the needs of the department.

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- A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.
  - The walls are not sound rated.

### **Training Officer Office**

- The area is a shared common area with several desks that are overcrowded and require more space for filing and gear.
- A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.
- The office walls are not sound rated.

### **Conference Rooms**

- There is limited conference room space in the building. The room has miscellaneous storage in it and is small for a conference room.
- The technology in the room is outdated.
- There are general cosmetic needs in the room such as flooring, wall base, ceiling systems, painting, etc.
- A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.
- The walls are not sound rated.

### **Administrative Offices**

- The offices are limited in size for typical administration office use but do accommodate a desk and chair and some other amenities. The lack of storage has caused many of the offices to be used for storage and office space.
- There are cosmetic needs such as ceiling systems, flooring, paint, and wall base, etc.
- Storage and filing for these offices are severely limited and additional space is needed for the department.
- There is not a dedicated room for an administrative conference room. The common space between the administration offices is used as a small conference room.
- The administrative suite is located directly off the apparatus bay. A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.
- The administrative suite currently does not have direct viewing of the entry doors or lobby area.
- The administrative suite walls are not sound rated.

### **Vehicle Bays**

- Storage for miscellaneous equipment is along the exterior walls of the bay. There is also a small stage in the bay used for presentations.
- There are gear lockers in the bay because there is not enough space in the gear room.
- The bay is not large enough for the size of the apparatus. With the additional amount of equipment stored in the bays this limits the maneuverability of staff and ability to open and close vehicles.
- The bay utilizes one (1) overhead sectional door while storing up to four (4) vehicles at a time. This makes vehicle maneuverability severely limited and greatly increases the likelihood of an accident damaging the trucks.
- The bay does not have any floor drains. There is limited ability to keep the bay floor dry during rain or snow events since the drainage is minimal. This is dangerous for the crew and inefficient for them to have to manually evacuate water and debris from the bay floor.
- The pendant lights are old but seem to be in good condition. The lights are not the correct fixtures for this environment.
- The floor slab has several cracks in it due to the weight of the vehicles. The joint at the lobby flooring is deteriorated.
- The vehicle bays are separated from the living and office areas by a CMU wall with no vestibules. It is not evident if the 2-hour separation is achieved due to current conditions. It is assumed that this is not achieved per today's building code. This is not the best practice for apparatus bays.
- The vehicle bay area currently has no vehicle exhaust extraction system. This should be added to protect the occupants within the building and to meet current codes.

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## Bay Storage

- The Storage Room is small and additional storage capacity is needed for the bays.
- There are a few storage shelves around the bay. These are not sizable for any significant storage, so the bays are being used for storage of a variety of equipment, supplies, furniture, vehicles, and other miscellaneous items.
- Some gear lockers are in bay which is not preferred due to the UV degradation and exposure to contaminants and vehicle exhaust.
- The Gear Room has general cosmetic needs such as ceiling systems, flooring, paint, and wall base, etc.

## Washroom / Electrical

- The gear wash area is located away from the Apparatus Bay through the kitchen. This is not best practice because it requires contaminated gear to be brought through an eating area to be cleaned.
- The washer and dryer are in the electrical room and are inadequate in number for the size and number of staff at the Training Center. Per Best Practices it is advised to add a decontamination room, and laundry room dedicated to the Apparatus Bay for staff convenience and to keep contaminated areas separated.

## Cascade and Tool Rooms

- The Cascade Room is small and needs more space to adequately accommodate the needs of the department.
- The Tool Room is small and has limited space to perform maintenance duties.
- The rooms are used for additional building and janitorial storage.
- Access to these rooms requires personnel to exit the main building. The adjacencies of these rooms are not ideal and should be better located.

## Kitchen and Dining

- The kitchen area is small and cramped. There is limited dining space.
- The kitchen is a residential grade with solid surface counters and wood cabinets.
- Lighting in this area is old fluorescent lights.
- The overall quantity of storage space and appliances for staff and trainees is not adequate for current needs.
- A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.

## Restrooms and Locker Rooms

- Restrooms are limited in the station. The restrooms and showers are undersized and do not meet the current building and plumbing codes for size and quantity needed to comply with the codes.
- There is limited ADA required clearances and turning radiuses. These do not meet current ADA accessibility codes.
- The restrooms and showers have general cosmetic needs like new fixtures, tile, etc.

## Bedrooms/Bunk Room

- The bunk room is located upstairs. The stairs are not compliant with the codes for treads and railing requirements.
- The room is too small for the standard needs of the staff. The rooms have limited storage.
- The rooms are adjacent to the Apparatus Bay with no vestibule. This can cause exhaust to enter the living areas which is against NFPA standards. The walls are not soundproof, which causes issues for staff sleeping. This is a community sleeping room which has its own problems with the snoring and use of C-Pap machines. A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.
- The lighting in this room is not efficient and is not tied to the station alerting for adjustable light levels for those coming out of sleep when a call comes. This is per industry Best Practices for health and safety of the firefighters.
- There are general cosmetic needs in the room such as flooring, wall base, ceiling systems, painting, etc.
- This area is currently not accessible and would require an elevator to meet current code requirements.
- The walls are not sound rated.
- No elevator currently installed, would require adding an elevator to meet current code requirements

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## Classrooms

- Classrooms are located off the bay with access also from the exterior. A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.
- The classrooms are small for the number of trainees and other staff that use the classrooms daily.
- There is not proper storage accommodation for the classrooms and training props and other equipment must stay out in the bays.
- The technology in the rooms is outdated.
- The classroom walls are not sound rated.

## 2.4 OPERATIONAL ASSESSMENT

### 2.4.1 General Analysis

The existing Training Center does not provide an ideal or functional layout for a modern Fire Training Center with modern staffing requirements, vehicles, equipment, and apparatus that is utilized in the 21st century. The configuration of the spaces affects the operational efficiency and resulting response times. The facility does not have adequate separation of public and staff spaces.

### 2.4.2 Exhaust and Carcinogen Systems

Protection of First Responders from exhaust carcinogens and contaminants is a critical concern in today's work environment. The various standards address these concerns and provide requirements for proper safety and precautions that should be adhered to for the safety of First Responders. Exposure to these elements is a significant contributing factor for the high rate of cancer in Fire Fighters.

### 2.4.3 Threat Mitigation Deficiencies

The following items affect the way the building inhabitants are secure within the complex perimeter and how they interface with the public. The three threat scenarios that need to be mitigated are Technological, Man made, and Natural.

1. **Technological Threats:** Threats resulting from the man made environment but are unintentional or accidental in initiation. These include hazardous materials releases, utility failure, transportation incidents, and other events that originate due to human intervention.
2. **Man made Threats:** Threats based upon the intentional actions of individuals to cause harm to others and/or the destruction of property. This category includes criminal acts of violence, terrorism, and civil unrest.
3. **Natural Threats:** Natural phenomena that place individuals and the built environment at risk. These include both geophysical (e.g., severe weather, earthquake, flooding) and biological, such as naturally occurring diseases (e.g., pandemic influenza, Ebola).
  - Natural hazards represent the primary threats to public safety facilities. Weather-related events such as severe storms, lightning, tornadoes, and flooding have the highest potential of occurrence and impact on the delivery of public safety services.

### Deficiencies of the Existing Facility

- Technological Threats
  - Structure Fire - Moderate Probability with Major Impact
  - Hazardous Materials Release (Fixed Site) - Low Probability with Limited Impact
  - Hazardous Materials Release (In-Transit) - Moderate Probability with Major Impact
  - Interruption of Primary Electric Delivery - Moderate Probability with Major Impact
  - Interruption of Secondary Electrical Systems - Low Probability with Moderate Impact
  - Interruption of Telephone Service - Low Probability with Moderate Impact
  - Train Derailment - Low Probability with Major Impact
  - Aircraft Crash - Low Probability with Major Impact
- Man made Threats
  - Active Assailant (Firearm) – Low Probability with Major Impact

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- Explosives
  - Package Device - Low Probability with Major Impact
  - Person Borne Device (Suicide Bomber) - Low Probability with Major Impact
  - Vehicle Borne Device - Low Probability with Major Impact
  - Chemical Agents - Low Probability with Major Impact
  - Biological Agents - Low Probability with Major Impact
  - Criminal Mischief / Vandalism - Moderate Probability with Moderate Impact
  - Vehicle Ramming - Low Probability with Moderate/Major Impact
  - Personal and Property Protection - Moderate Probability with Major Impact
  - Natural Threats
    - Severe Thunderstorms (high winds and hail) - High Probability with Major Impact
    - Lightning - High Probability with Major Impact
    - Tornado - High Probability with Major Impact
    - Flooding - High Probability with Major Impact
    - Ice Storm, Snow, and Extreme Cold - Moderate Probability with Moderate/Major Impact
    - Subsidence - Low Probability with Moderate Impact
    - Disease (pandemic) - Moderate Probability with Major Impact
    - Drought - Moderate Probability with Limited Impact
    - Wildland Fire - Low Probability with Limited Impact

#### 2.4.4 Exterior

1. The roof has minimal insulation thickness. The current energy code requires a minimum rating of R25 to R30 for roof insulation value. The efficiency of the mechanical systems and the energy efficiency of the building is greatly compromised.
2. The exterior windows of the facility are single glass pane windows. These windows do not meet the current Building and Energy Codes. They are very inefficient and cause a tremendous amount of heat loss and heat load for the building. This also puts undue stress on the HVAC system creating energy inefficiencies.
3. The exterior walls appear to have no thermal insulation, selective demolition would be needed to confirm.

#### 2.4.5 General Interior

##### Lobby / Main Entry

- The main entry is good size but does not have a vestibule or access to a receptionist. A window should be in the vestibule to allow for direct communication between the Fire Department Administration and the Public.
- The main lobby allows for access to the entire building. Access points should be installed to restrict public access to the rest of the building. The current situation makes access to the building inadequate for public use, but access to employee areas unrestricted and unsafe.
- There should be adequate restrooms off the Lobby that are ADA compliant and meet all the requirements of the current building code.
- There should be general signage for public use.

##### Vehicle Bays

- The Vehicle Bays are not only used for vehicle storage, but they are also utilized for storage of gear and other equipment. Due to the limited storage and support areas of the Bay, the Bay itself is unable to provide adequate maneuverability for equipment and Staff. This causes an undue burden on daily operations and can result in higher response times and potential injury to staff.
- The Bays do not have proper NFPA clearances for equipment. The bay widths are not adequate per current standards. The width does not allow for maintenance of the apparatus from the sides or access to equipment in the vehicles.

- There are no drains in the Bay. This makes it difficult for vehicles to be cleaned and maintained during inclement weather.
- There is one apparatus bay that is not a drive-thru bay. This allows for the potential for accidents from backing into the bays causing significant damage and cost to equipment and the building. The bay can accommodate multiple vehicles if parked properly. Bays should be drive-through, if at all possible, per NFPA Standards and Best Practices. This may not be possible in the current building but should be explored.
- Gear is housed in the Bays. Gear should be housed in a separate Storage Area to protect from carcinogen contamination through off-gassing.
- Lockers should be sized at a minimum of 24" x 24" x 72".
- The Apparatus Bay utilizes a sectional door. These doors create maintenance and safety issues for the Department. The use of newer technology such as bi-fold or four-fold doors would be beneficial, not only from a maintenance and operation perspective, but also from a response time perspective. If these are not economical, the sectional doors should be modified to heavy-duty commercial sectional doors with higher use cycles and safety features.
- There is no Decontamination Room in the facility. A Decontamination Room should be provided that allows for decontamination of gear and staff. This should also allow for quick access to a shower. Per NFPA Standards and Best Practices, this will minimize the tracking of contaminations into the living areas.
- There is not a restroom in the Bay area. There should be a restroom facility provided in the Bay adjacent to the Decon Room. Per best practices, this is highly recommended to minimize tracking of contaminants into the living areas.
- A two-hour fire-rated separation should be added at all walls and openings shared with the apparatus bay.

## Bedrooms / Bunk Room

- The dorm room is a community area with beds and personal storage units for the firefighters. This arrangement is acceptable but in industry best practices and modern trends, these are going to individual bunk rooms due to C-Pap and snoring issues and privacy. It also does not allow for gender separation.
- If individual bunk rooms were pursued these should have adequate space to accommodate a small desk, bed, nightstand, and a set lockers or closet.
- The dorm rooms do not have windows to the exterior. As a means of health, safety, and welfare of the staff, there should be means of natural light and the use of black out shades can help darken the room.

## Offices

- The office arrangement at the station is not desirable as the offices are shared spaces.
- NFPA Standards and Best Practices for Fire Station design locate all offices in a general Administration Area. This would minimize duplication of spaces and services such as the need for copy machines, filing cabinets, etc. This will also prevent the public from entering the workspace of the staff.
- Office(s) should have visibility to exit and entry aprons, which currently is not possible.
- Office(s) should have full walls for privacy and less distractions while working.
- There should be separate rooms with adequate space for a reports room, a fire prevention office, and a code review area which is not available now.

## Storage

- The storage capacity of this building is woefully short of the needs of the station. As aforementioned, the Bays are being utilized for storage as are other Staff spaces.
- The bay storage is also inadequate for the storage of supplies.

## Kitchen and Dining Room

- There is no true dining room, but an eating area is located in the kitchen.
- The Kitchen is too small for the use of the facility. The kitchen should be larger to accommodate the proper clearances around the equipment, appliances, and cook top.

## Locker Rooms and Restrooms

- NFPA Standards require that Locker Rooms be accommodated in a facility and be provided for both sexes. These can be provided as gender specific which includes the restroom and shower facilities in individual rooms and the lockers are in a gender neutral room. The current facilities are not adequate for the size of this department or per the Plumbing Code. These facilities should be enlarged and provide ADA accessible fixtures.

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- Lockers should be sized at a minimum of 24" x 24" x 72".
  - The lockers should accommodate current ADA accessibility codes and provide adequate facilities for the number of first responders and staff who use the facility.

## Classrooms

- Classrooms should be large enough and flexible to accommodate the many recruit classes that use the Training Center daily.
- Classrooms should have adequate storage for the tables and chairs used by the classes.

## Miscellaneous Support

- There should be two laundry areas. A Laundry Area in the Living Area separate from a laundry area in the bays to minimize contamination in the Living Areas.
- There is not a true fitness area in the facility which does not meet NFPA Standards or best practices. The fitness area should be near the living areas away from the bays and dirty areas of the facility.
- The fitness room is a vital part of the firefighter conditioning and overall health. Due to the duties of their positions, they need to be in top physical shape and a fitness room would allow them to use it while on duty and not have to go to another location. This encourages fitness and is beneficial to both the Fire Department and the firefighters.
- A Rehabilitation Room is not available in the current facility. This area allows those in the department to recover from injury or other ailments to be able to work on their rehabilitation process both on and off duty. It also allows them to have monitoring by the wellness coordinator. This area should be near the fitness area to allow for use of equipment and a graduated process.
- The Tool Room should have adequate storage and a work bench to accommodate all department maintenance needs.
- The Cascade Room should have adequate space for all the SCBA equipment and for future storage needs.

## 2.4.6 Building Systems

### HVAC

- The air handling equipment consists of seven packaged rooftop units (RTUs). Four of these rooftop units serve the large bay area while two serve the east wing and one serves the west wing. The west wing RTU is the most recently replaced unit, which occurred in 2016. The RTUs serving the east wing were replaced in 2008. The four RTUs serving the Bay were replaced in 2001.
- It was found that the majority of spaces were outside of the desired space temperature. The facility operator has installed multiple temporary air conditioning units in an attempt to bring the space temperature down to a more accommodating level.
- Many pieces of equipment and systems were found to be operating beyond the typical service life. The type of equipment and systems that were originally selected are no longer performing at their peak efficiencies and show signs of wear.
- According to ASHRAE's life expectancy for the RTUs, all the RTUs except the west wing unit are beyond their typical life expectancy. Although the RTU serving the west wing has approximately five years of operational life remaining, replacement of this unit to a higher tonnage would help serve the spaces. The west wing typically is further off zone setpoint than the other areas in the facility. This is further exemplified by the multiple temporary air conditioning units installed in the west wing.
- The ductwork for the rooftop units appears to be original. Above ceiling, it appears that the supply ductwork is externally insulated while the return ductwork is internally lined. Due to the age of the ductwork and internal conditions
- The new addition of the office spaces and bunks is served by a mini-split system heat pump. This features one outdoor unit mounted on the roof and four indoor units serving each of the four newly added spaces. This system and addition were installed in 2023, so the mechanical equipment has effectively its whole operating life remaining.
- Classroom 2 and the adjacent EMS Room are each served by a packaged terminal air conditioner (PTAC) unit. The PTAC units are estimated to have been installed in 2001. According to ASHRAE's life expectancy for the PTAC units, both are almost a decade past their life expectancy.
- The Bay is currently served by three high volume low speed (HVLS) fans. The estimated installation date for the HVLS fans was 2016. The ASHRAE life expectancy for these fans indicates that they have twelve years of operating life remaining. With over half of their lifetime remaining, it is Paladin's recommendation that these fans continue

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operating unchanged. Even if the air distribution is altered for the Bay, these fans will continue to combat thermal stratification that can more easily affect an area like the Bay with high ceilings.

- The Bay is also served by a singular wall mounted exhaust fan. It is estimated that this exhaust fan's installation date was 2001. The ASHRAE life expectancy for this fan indicates that it is three years past its operational life expectancy. Furthermore, it is reported that diesel fumes accumulate when the fire engines are in the Bay. The purpose of this fan was to assist with engine exhaust, and it is no longer able to fulfill its purpose effectively.
- The men's and women's restrooms each have a ceiling mounted electric unit heater. It is estimated that these were installed when the restrooms were renovated in 2009. The ASHRAE life expectancy for these heaters indicates that they are past their operational life expectancy by two years.
- The three restroom areas: men's, women's, and Chief's, all include ceiling mounted exhaust fans. It is estimated that these fans were installed when the restrooms were renovated in 2009. The ASHRAE life expectancy for these fans indicates that they have approximately five years of remaining operational life.
- The fans are nearing the end of their 20-year life expectancy and replacing them during the upcoming project is safer than allowing them to exceed their life expectancy and replace them as they fail.
- The Kitchen includes a kitchen hood exhaust fan. This exhaust fan has been estimated to have been installed in 2019. The ASHRAE life expectancy for a fan of this type is 20 years. The hood and fan seem to be in acceptable condition for continued operation.
- An exhaust system should be installed. There are multiple types of systems, and two forms of exhaust are preferred. The options are building exhaust which exhausts air out of the bays due to sensors or switch. The direct-connect has a hose that connects directly to the apparatus exhaust system. The other system is an air purifier also known as scrubber. They take the air into them and clean it and then redistribute it to the bays.
- Since these systems are older and the quality of air required per the Building Code and per NFPA Standards has increased, they should be replaced in their entirety.

## Plumbing and Fire Sprinkler

- Plumbing fixtures were replaced in approximately 2009. Two domestic water heaters serve the building: one tankless and the other traditional tank style. The domestic water heaters were replaced in 2015 and 2023, respectively.
- The building's domestic hot water is generated by two sources: an electric tank-style water heater and an instantaneous gas water heater. Each of these water heaters serves a different side of the building. The electric water heater serves the west side of the building. This includes the men's restroom and the chiefs' office restroom.
- The gas water heater serves the east side of the building. This includes the women's restroom, the laundry room, and the kitchen. The electric water heater was replaced in 2023. The gas water heater was installed in 2015. Both pieces of equipment are in good condition, and both also have over ten years of operable life remaining.
- The building underwent a restroom renovation in 2009. During this renovation, the plumbing fixtures were updated into more efficient fixtures as well as becoming more uniform fixtures. There are three restrooms in the facility: a men's restroom, a women's restroom, and an individual restroom serving the chiefs' offices. In the men's restroom, there are three urinals, a water closet, and two lavatories. In the women's restroom, there are two water closets and two lavatories. In the individual chief restroom, there is one water closet, one lavatory, and one shower.
- The building is equipped with two water fountains in the Lobby. In the east side of the Lobby, an Elkay water fountain with bottle filler has been installed. This installation occurred in 2019. The Elkay water fountain is in good condition, and it has approximately ten years of expected operational life remaining. The west side of the Lobby is served by an Oasis water fountain. This water fountain is estimated to have been installed in 2001. With this being the case, the water fountain is well beyond its expected operational life.
- The current facility does not have a fire sprinkler system, which is required for an essential facility. NFPA recommends a sprinkler system as there are approximately 100 to 150 fires in EMS and Fire Stations annually.
- The use of automatic control fixtures in the Restrooms would help conserve water. It is good practice for a public entity to conserve water.
- The building has limited cleanouts and access panels. This is not in violation of the building code but for maintenance purposes, additional cleanouts and access panels are recommended.
- Isolation water valves should be provided for maintenance purposes. Shutting water off is difficult without affecting the entire building.
- Vehicle bays have limited drainage. It is recommended that a trench drain be placed in each bay length wise to allow better drainage when vehicles come in with rain or snow.

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## Electrical

- The lighting in the facility has been replaced at various points in the past. The latest partial replacement occurred in 2017. Prior to the 2017 lighting replacement, an upgrade to LED fixtures occurred in approximately 2010. The electrical distribution system has been upgraded as necessary at varying intervals. The main switchboard is original to the building, while the majority of the electrical distribution panels are estimated to have been replaced in 2008. A backup generator serves the west side of the building and was installed in 2015.
- The electrical distribution system consists of one main 600 Amp switchboard, ten electrical distribution panels, and two large disconnect switches. The main switchboard is original to the building. The ten electrical distribution panels all vary in age. However, most are from approximately 2001-2008. The two large disconnect switches each serve a distribution panel on the roof for the east and west wings respectively. These disconnect switches appear to be from 2008.
- The main switchboard serves the entire building. The typical operational lifespan of a main switchboard is expected to be thirty years. Since this switchboard is original to the building, that puts the current life of this equipment at almost twice what it was expected to achieve. Furthermore, the main switchboard is a Federal Pacific model which is outdated. These are often recommended for replacement regardless of their age.
- The electrical distribution panels can be separated into two categories based upon manufacturer: Square D panels and non-Square D panels. There are two non-Square D panels. There is an ITE panel that serves the men's restroom and a Cutler-Hammer panel that serves the computer room. The ITE panel appears to be from 1977 and was not replaced with the restroom renovation project. The ITE panel is almost two decades past its expected operational life. The Cutler-Hammer panel has approximately 5 years of expected operational life remaining. Replacing both panels with updated Square D panels would allow for increased versatility in the spaces, increased capacity, and a safer environment.
- The eight Square D panels are generally in a similar good condition with approximately half of their thirty-year operational life expectancy remaining. The exceptions to this are the newly added panel to serve the 2023 office addition and the panels that are located on the roof to serve the RTUs. The new panel has its entire operational life remaining. The roof panels appear to be in acceptable condition; however, it cannot be determined when these panels were installed. The earliest estimate for the roof panels is 2001, while they could have been upgraded with the remaining panels in approximately 2008. The roof panels' enclosures have shown signs of aging but the equipment itself appears to be in acceptable condition.
- The two large disconnect switches each serve a roof distribution panel. These disconnect switches were both made by Square D and approximately installed in 2008. There appears to be no significant signs of distress or failures.
- The backup generator serving the building was installed in 2015. It has been reported that it serves only the west half of the building. The expected life span of the generator is thirty years. Reports show that the generator is up to date on regularly scheduled maintenance.
- The lighting in the building has been replaced at various points, causing lighting color and fixtures to be non-uniform throughout the facility. The majority of the lighting fixtures were reported to be replaced with LED fixtures in approximately 2010. A separate replacement project was implemented for the lighting fixtures in approximately 2017 for a small number of fixtures in the office spaces. The 2017 replacement project featured another upgrade of lighting fixtures to LED fixtures. Finally, the 2023 addition included its own new LED fixtures as well. The exception to this would be if uniform lighting fixtures were desired. This conformity would require a replacement of lighting fixtures.
- The lighting fixtures for the facility are not all LED fixtures. There are metal halide lights in the Bay, incandescent can lights in the Lobby, Computer Room, and Chief's Restroom, and incandescent exterior light fixtures. To increase energy efficiency, Paladin recommends replacing all lighting fixtures that are not LED to be updated to LED fixtures.
- The Kentucky Building Code for "essential facilities" requires that the building be able to withstand an event and be able to fully function during a weather or catastrophic event if power has been lost. Typical time requirements for fully operational essential facilities during a power failure should be a minimum of 72 hours.
- Surface mounted conduit and outlets are noticeable throughout the facility. The facility has limited technological, communication and electrical capabilities to meet the technological needs for a modern facility. It is extremely difficult to add future technology and communication systems to the building, resulting in inefficient operations.
- The building is not equipped with a whole building fire alarm and has minimal smoke detectors.
- Smoke detectors are provided in the facility. These should be upgraded and tied to a fire alarm system. There is no evidence the consultants could find to show if the HVAC system has duct detectors. The HVAC system should have duct detectors provided to verify smoke transfer in and through the HVAC system ductwork to avoid unsafe conditions or disasters.

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- It is recommended that ceiling fans be utilized throughout the facility in major spaces.
  - The generator is minimal and does not meet the requirements of a facility of this size. The power needs to be updated to allow for more circuits and for adequate power for modern appliances and equipment.

## Technology

- The detailed investigation of communications and technology was beyond the scope of this assessment.
- At the time in which this building was built, technology was not as great a concern for computer and phone access, however, over time, technology demands have required installation of phone and data jacks throughout the building. These have been done during the life of the facility and they have been surface-mounted where needed for use.
- There are multiple locations that were viewed during the review where technological equipment has been installed in spaces which are not dedicated to technological equipment. Many of these areas do not have the proper HVAC components to maintain humidity and temperature control. The equipment is also unsecure and the opportunity for vandalism or damage exists.
- There is a limited access control and surveillance system provided for the building. Security is limited.
- In many instances, proper labeling is not provided on wiring, jacks, or boards.
- There should be dedicated rooms with adequate space for the Department's technology storage needs.

## 2.5 ENERGY EFFICIENCY

1. As noted throughout the Operational Assessment, there are various items that have energy implications, such as the roof, HVAC, lighting, and plumbing fixtures. These items can be addressed to increase the energy efficiency of the facility. These decisions are beneficial and will also increase the quality of life of the facility.
2. Other items for consideration are as follow:
  - Install a building automation system with night setbacks. This will help reduce energy consumption. Understanding that this building is primarily a 24/7 facility, the energy reduction is minimal in comparison to typical public facilities, however, it would still provide operational cost savings over the life of the building.
  - Install a lighting control system. Lighting will be turned off by occupation or motion sensors if rooms are not being utilized.
  - Automatic flush valves and faucets will reduce water usage.
  - New energy efficient windows and daylight harvesting controls in the facility will reduce energy consumption. This will also benefit the HVAC system, reducing the load on the system, and therefore decreasing energy use and operation costs.
  - The use of ceiling fans throughout the facility will minimize the energy consumption of the HVAC system.
  - Utilization of proper exhaust methods and the creation of positive and negative pressure areas in the facility will deter a "sick building syndrome". This will also benefit the health and welfare of the staff.
  - Increasing insulation on the roof will mitigate heat loss in the building. This will reduce the load on the HVAC system, making it more efficient and reducing operational costs.
  - The use of an energy recovery unit would be a benefit to the facility. This would allow for energy generated by the HVAC and exhaust systems to be recaptured and converted to heat or a tempered distribution.





# 3

## FACILITY SPACE NEEDS

A few strategies were employed to determine the recommended space/size for a new Fire Training Center building housing all the functions including, but not limited to apparatus and equipment bays, classrooms, storage areas, locker rooms, bunk rooms, offices, cafeteria, kitchen, fitness, rehabilitation areas, bay support spaces, and building support space. A new building along with a renovation and expansion were explored as separate options. Multiple meetings were held with Fire Department personnel. The Consultant also toured the existing facility to analyze the existing conditions and to understand the good, bad, and ugly with the existing facility and to understand operations and efficiencies. Finally, the Consultant utilized the analysis and data gathered and applied their knowledge of Design Standards, Best Practices and Safety Recommendations and Guidelines to generate the programmatic needs of the Fire Department.

Design Standards, Best Practices and Guidelines are utilized to evaluate the required spaces needed to officially function and operate in a new facility. Some of these standards, best practices, and guidelines are noted throughout other sections of this report.

### 3.1 DESIGN

The design of a facility must account for these functions and guidelines to achieve the most efficient operation and delivery of service possible. All decisions in arrangement, size, and location of these spaces can affect efficiency in operations.

### 3.2 PUBLIC SPACES

The Fire Department Training Center like many other public facilities, provide a public service, and therefore, become a public building. The Fire Department offers many classes and public outreach events at this facility that make it incumbent on the public entity developing the facility to include public spaces. This is usually accomplished in the design of a public entry with access to a restroom(s), a community or large meeting room, or at a minimum lobby seating where a person can be seated as they wait for their meeting or class to start. The public spaces must be accessible and accommodating for people of all ages and abilities.

However, with today's growing security concerns, it is critical to consider maintaining safety for the staff. Therefore, the Lobby is the only area the public has access to directly, and all other circulation is controlled via access control or other secure means to maintain the security of the facility. The public areas are used for public interaction such as meetings, community training, fire prevention demonstrations, car seat installation, and many other uses.

There are also areas provided in the public parking lot that are well lit and have camera coverage that can be used for various uses and especially parking and training.

### 3.3 ADMINISTRATION

Administrative functions such as offices, files, storage, and other similar spaces are a necessary requirement for all departments. These functions should be maintained around the other functions of the building. They can, however, be more remote from the major support spaces. It should be noted that Administrative Spaces, are known as "clean areas", and should be kept separate from the Fire Apparatus Bays and Bay Support Spaces, known as "dirty areas", both mechanically and physically, to limit and prevent contamination of the harmful carcinogens and other hazardous materials encountered

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in the daily functions of a First Responder. The office spaces for employees are similar across the department but there are some intricacies for each department that are unique to them that must be accommodated in the design. This facility specifically needs areas for training instructors and recruiting and retention staff. These areas need to be located adjacent to the training classrooms and the lobby respectively.

### 3.4 REHABILITATION, FITNESS, AND STAFF SUPPORT

The Training Center and Fire Department need to a Rehabilitation room which must be a flexible multi-purpose space so that various rehabilitation activities can be performed whether stretching, use of machines, and other treatment and therapy. This room must be large enough to accommodate the various uses and be flexible enough for the variety of uses with adequate storage and the necessary amenities. The room should be located near the Wellness Coordinator and Fitness room so that monitoring can be done. As the person makes progress in their rehabilitation, access to the Fitness Room is valuable to be able to start increasing their activity and exercise needs.

Staff Support spaces are vitally important to the success and vitality of the department. Accommodation for Fire Department needs such as Bunk/Sleeping Rooms, Locker Rooms, Kitchen, Breakrooms, Cafeteria, and Fitness rooms provide for the daily needs, but also the ability to get away from the stress of their job duties and assist in recruiting and retention for the department along with enhancements in the training experience. Some of these areas are important but in the fire department specifically they must be located near the Bays for response and operational efficiency but separated for the safety of the personnel. It should be noted that Living, training, and fitness spaces, known as "clean areas", should be kept separate from the fire Bays and Bay Support Spaces, known as "dirty areas", both mechanically and physically, to limit and prevent contamination of the harmful carcinogens and other hazardous materials encountered in the daily functions of a First Responder. NFPA 1583, Standard on Health-Related Fitness Programs for Fire Department Members - requires fitness rooms for fire stations.

Cardiovascular health and Strength Training Areas should be open and inviting with emergency/safety measures in the room. With the physically demanding nature of fire service activities, it is essential to incorporate these spaces into heavily used areas so the departments can maintain health and fitness standards and requirements. Many times, these rooms are available for the entire department and are in a location that allows users to access it without having to go into the main areas.

The locker rooms, restrooms, and showers for the staff is important and with the increase in female officers and fire fighters, the need for larger female and male areas is important and must be considered in the design. There are many facilities going to a gender neutral concept for the locker rooms with individual banks of lockable restrooms and showers to limit space since these spaces are quite large and are significant costs to construct.

As a means of staff support, a secure parking area should be provided separate from the public parking areas. This allows staff to be in a secure area when coming in or leaving the building. This area is typically fenced and gated. The area is well lit and has camera coverage. The lot is usually accessed via access control/keypad by staff to open the gates upon arrival.

All areas for staff must be accessible and accommodating for people of all ages and abilities.

### 3.5 CLASSROOMS AND TRAINING SUPPORT SPACES

Training opportunities such as classrooms, large meeting rooms, breakout rooms, or other similar accommodation allow the department to meet their required training requirements, but also allow the training to be conducted on site and become a part of their daily operations. This also allows the department to bring the public in for training courses on various topics, citizen fire academy, and other type events. It also allows for other public services such as CPR classes.

Furthermore, these rooms can be a potential revenue generation by allowing other municipalities to attend training classes or allow the public to rent the space. The training areas must also be flexible as the nature of the training fire departments do, which is quite different. Fire training also requires spaces to throw ladders, stair training with hoses, climbing through doors and windows, close quarter training, and rappelling training is all necessary for their jobs. These spaces need to be accommodated in unique ways to minimize the cost of having all these facilities separate from the other program elements.

Classrooms need to be flexible to allow for varied training scenarios such as a classroom, presentation, hands-on activities, demonstration areas, etc. These rooms also need to be technologically advanced to allow for webinars, video conferencing, presentations, videos, audio and visual aids, etc. There is also a need to do EMS and Fire type training. These rooms are necessary and are very particular in how they are constructed and where they are in the building. These rooms are required to be soundproof and be constructed of durable materials due to the nature of the use.

Breakout rooms are for the ability for an instructor to break out teams to do specific training activities or hands-on training



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with smaller groups. It also allows for the ability to have smaller and more frequent training and does not require a larger room. These are situated in and around the main classrooms for convenience and to avoid taking people to the other areas of the building and disturbing other work occurring elsewhere. The report rooms are set up like small classrooms and usually have similar technology setups.

Typically, the classrooms have storage closets adjacent or attached to the room for chair and table storage, audio/visual, technology equipment, and training props. These may be one large room or multiple smaller rooms for the ability to segregate the various storage needs of the room.

### **3.6 APPARATUS/VEHICLE BAYS**

Vehicle Bays are vitally important to the operation of a Fire Station and Training Facility. The Bays house emergency apparatus and vehicles and other equipment. The design of the space is key in facilitating daily functions and proper response time in a station setup. Industry Standards for the Bays are to have adequate maneuverability around and between all vehicles. It is typical to have 5'-0" between the rear and front of vehicles and the doors, 7'-0" between vehicles (side by side), 6'-0" between vehicles and the Station's structure, and 8'-0" between vehicles (rear to rear).

Bay ceilings should provide adequate clearance between the top of the largest vehicle and the Station's structure. The ability to stand on top of a vehicle and not be impeded by the structure of the facility should be considered.

Bay doors should be a minimum of 13'-0" wide with a height able to accommodate the largest vehicle size. Typical practice is 14'-0" to 16'-0" high. These doors can be sectional or hi-speed overhead type. Bi-fold doors should be seriously considered over the other doors. Bi-fold doors do have a higher first cost than the other doors. However, they open in approximately 4 seconds, which is faster than most sectional or overhead doors. They are maintenance friendly and have significantly less maintenance than overhead or sectional doors, which is where the value becomes significantly less than the other door types.

Bays should have proper exhaust to eliminate contamination from diesel fumes and off-gassing of equipment and gear. This should be done with a two-phase system consisting of exhaust fans tied to carbon monoxide detectors and an air purifying system or a direct-connect system, whichever is preferred by the department.

Bays should be drive-through if property allows as they are most economical and flexible, due to the ability to have double the Bay space in a more compact arrangement, with easier maneuverability of the trucks. It also allows for dual exit by parking vehicles rear to rear.

### **3.7 BAY SUPPORT**

Bay Support should be located adjacent to and near the Bays for efficient operation and quicker response times in a fire station setup. These spaces include the Bunker Gear Room, Decontamination Room, Maintenance Workshop, Storage, Self-Contained Breathing Apparatus (SCBA) Room, and Medical Storage. These spaces should not be within the Bays, to avoid interference with the Bays' intended use and to minimize contamination. These spaces should allow for proper ventilation and ventilation of off gases of all stored items and should have minimal direct sunlight or UV lights to avoid degradation of materials.

### **3.8 STORM SHELTER**

The storm shelter is required by the building code for all public safety facilities. The shelter is required to meet the ICC 500 requirements. This area is Zone 4 which must be able to withstand wind speeds of 250 miles per hour. The shelter is required to protect the first responders for 2 hours so they can respond to the public need following the event. The storm shelter should be an existing program space that is used for another function so that the shelter does not sit empty and dark. The shelter must have access to restrooms, water, venting, and lighting.

A storm shelter can be provided in the basement of a facility if a basement is available or possible. If located in a basement the storm shelter would require a direct means of egress to the exterior. The storm shelter is only for the occupancy load of the facility and not for the public. It can be established for the public if the municipality desires to provide that function, but an occupant load must be established on how many public citizens will be let into the shelter. This is often the reason that they are not provided to the public because how does the municipality determines who is in and who is out. If they try to accommodate a large population the construction of that shelter would be too costly to build.





# 4

## FACILITY PROGRAM

Based upon the information collected from the Lexington Fire Department staff, and the existing Building Analysis, the results of this data were used to develop Preliminary Concept Programs for the proposed facilities as defined during these interviews and analysis.

The Building Program is a listing of all rooms and spaces required for the facility to house the intended main program spaces and all supporting spaces, such as mechanical rooms, circulation, and other support functions in a facility. The program includes estimated space requirements for the various areas such as the classrooms, offices, kitchen, apparatus bays, bay support spaces, etc. The total area of the program is intended to portray the approximate area needed to accommodate functions of a modern 21st Century Fire Training Center.

BCI met with Fire Department Staff and Officials to assess current working conditions, relationships between functional spaces, and discuss future growth. During these interviews, staff were asked to address current needs, as well as future needs in terms of both training spaces, staffing, and equipment. In addition, adjacent space requirements were discussed to ascertain a functional layout for a more efficient operation. The goal of this process was to capture information that would allow the Architect to develop a program which would address the following:

1. Training space requirements
2. Storage requirements
3. Equipment and technology requirements
4. Physical relationships and adjacencies
5. Future growth

The Building Programs have been utilized to develop Concept Diagrams and estimate construction costs, using cost figures based on recent experience and historical data with similar types of projects.

**Table 4.1: Preliminary Concept Space List - Training Center**

SPACE DESCRIPTION		NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)
<b>"Dirty" Areas</b>					
<b>1.00</b>	<b>Apparatus/Equipment</b>				
1.01	Vehicle Bays	Trench Drains / Bi-Fold Doors / Fans / Electric & Water / Plymovent / 80 x 20 / Anchors and Training Props	4	1,600	6,400
1.02	POV Bays	Trench Drains / Bi-Fold Doors / Fans / Electric & Water / Plymovent / 80 x 20 / Anchors and Training Props	1	1,600	1,600
<b>Subtotal Net Square Footage</b>					<b>8,000</b>

Table 4.1: Preliminary Concept Space List - Training Center (Continued)

SPACE DESCRIPTION		NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)
<b>2.00</b>	<b>Bay Support Areas</b>				
2.01	Gear Room	100 Gear Lockers / Exhaust / Fans / Floor Drains	1	500	500
2.02	Tool Room	Workbench / Floor Drains	1	200	200
2.03	Decon/Laundry	Shower / Sink / Floor Drains / Emergency Eye Wash/Chower	1	200	200
2.04	Gear Wash	2 Gear Washers / 2 Linear Drying Racks / Regular Washer and Dryer	1	200	200
2.05	Storage Rooms	Fire and EMS Storage / Access Control	2	300	600
2.06	SCBA	Workbench / Bottle Storage / SCBA Machine / 24-Hour Access / Access Control	1	180	180
2.07	SCBA Maintenance	Workbench / 100 Bottle Storage / SCBA Machine	1	250	250
2.08	Technical Rescue Training	Combined in Bay Spaces / Landing Area	1	100	100
2.09	Auditorium Storage	Table and Chair / Portable Stage Storage	1	200	200
2.10	General Storage Room	Shelving	1	200	200
2.11	Dirty Restroom	Sink / Water Closet / Hose Bib / Near Decon	1	75	75
<b>Subtotal Net Square Footage</b>					<b>2,705</b>
<b>3.00</b>	<b>Classrooms/Labs</b>				
3.01	Large Classrooms	A/V / Monitors/ Markerboards / Air Walls for Division (Structure at a Minimum) / 60 Seats	1	1,800	1,800
3.02	Classroom Storage Room	Shelving / Table and Chair / Training Props	2	200	400
3.03	Medium Classroom	A/V / Monitors/ Markerboards / Air Walls for Division / 45 Seats / Shared with Fire and EMS	1	2,000	2,000
<b>Subtotal Net Square Footage</b>					<b>4,200</b>
<b>Total Net Square Footage of "Dirty" Areas</b>					<b>14,905</b>
<b>"Clean" Areas</b>					
<b>4.00</b>	<b>Entry</b>				
4.01	Vestibule	ADA Accessible	1	70	70
4.02	Lobby	ADA Accessible / Displays / Historic Truck	1	800	800
4.03	Public Restroom	Water Closets/ Sinks/ Fountains/ ADA Accessible	2	300	600
<b>Subtotal Net Square Footage</b>					<b>1,470</b>
<b>5.00</b>	<b>Fire Training Areas</b>				
5.01	Auditorium	Air Walls for Dividing Space into multiple rooms / 400 People / A/V / Stage / Screens / Monitors / Projectors / Acoustical Panels / Shared with Bays	0	0	0
5.02	Classroom Storage Room	Shelving / Table and Chair / Training Props	2	200	400
<b>Subtotal Net Square Footage</b>					<b>400</b>
<b>6.00</b>	<b>EMS Training Rooms</b>				
6.01	Breakout Rooms	A/V / Monitors/ Markerboards	4	360	1,440
6.02	Large Classroom	A/V / Monitors/ Markerboards / Air Walls for Division / 60 Seats	1	2,700	2,700
6.03	Classroom Storage Room	Shelving / Table and Chair / Training Props	3	100	300
6.04	Simulation Lab	Multi-Purpose / Access Controlled	1	625	625
6.05	Climate Controlled Storage	Climate Controlled / Access Control	1	300	300

**Table 4.1: Preliminary Concept Space List - Training Center (Continued)**

SPACE DESCRIPTION		NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)
6.06	Cold Storage Area	Access Control	1	300	300
<b>Subtotal Net Square Footage</b>					<b>5,665</b>
<b>7.00</b>	<b>Administration Areas</b>				
7.01	Executive Officer	Desk/ File Cabinet / Book Case / Monitor	1	200	200
7.02	Training Officer Office	Desk/ File Cabinet / Book Case / Monitor	1	120	120
7.03	Admin. Specialist	Desk/ File Cabinet / Book Case / Monitor	1	120	120
7.04	Large Conference	Table and Chairs / Monitor / Marker board / 20 People	1	600	600
7.05	Work/Copy/Mail Room	Mailboxes / Copier / Work Counter / Cabinets	1	90	90
7.06	Training Instructor Office	12 Workstations 8x6 / Monitors / Book Case	12	60	720
7.07	A/V Office	Desk/ File Cabinet / Book Case / Monitor	1	120	120
7.08	Video Production/ Multimedia	Soundproof/ Quiet Area / A/V Equipment / Graphic Preparation Area / Laptop Cart Storage	1	250	250
7.09	Records Storage	Lockable / Fire Proof / Access Control	1	200	200
7.10	Recruiting Offices	Desk/ File Cabinet / Book Case / Monitor	2	120	240
7.11	Background Investigators	3 Workstations 8x6 / Monitor / Book Case	3	60	180
7.12	Admin. Specialist	Desk/ File Cabinet / Book Case / Monitor	1	120	120
7.13	Recruiting & Hiring Entry	Seating / Monitor	1	70	70
7.14	EMS Instructor Offices	Desk/ File Cabinet / Book Case / Monitor	4	120	480
7.15	Wellness Coordinator	Desk/ File Cabinet / Book Case / Monitor / Near Fitness / Future Growth for Workstations for Future Staff	1	250	250
<b>Subtotal Net Square Footage</b>					<b>3,760</b>
<b>8.00</b>	<b>Staff Support Areas</b>				
8.01	Locker Room	120 1/2 Size 2x2 Metal Lockers/ Benches	1	400	400
8.02	Locker Room	15 Full Size 2x2 Metal Lockers / Benches	1	400	400
8.03	Gender Neutral Restroom	w/ Showers	19	90	1,710
8.04	Laundry	Laundry Equipment with Hookups / Venting / Shelving / Near Staff Locker Room	1	80	80
8.05	Custodial Closet	Mop Sink/ Shelving	1	36	36
8.06	Linen Closet	Shelving	2	20	40
8.07	Fitness	Exercise and Training Equipment / 24-Hour Access / Near Locker Rooms and Showers / Fans / Monitors	1	4,500	4,500
8.08	Kitchen	Commercial Kitchen & Appliances / Pantry / Near Cafeteria	1	600	600
8.09	Food Storage	Dry / Freezer / Coolers	1	200	200
8.10	Cafeteria	Seating for 60 people / Microwaves / 2 Refrigerators	1	2,300	2,300
8.11	Bunk Rooms	12 Bunks / Night Stands / Monitors / Fans	12	50	600
8.12	Quarter Master Room	Shelving / Racks / Electronic Tracking / Access Control / 24-Hour Access / Exterior Access Point	1	600	600
8.13	Rehabilitation Area	Near Fitness Room / Limited Access / Monitors	1	1,500	1,500
<b>Subtotal Net Square Footage</b>					<b>12,966</b>
<b>9.00</b>	<b>Physical Plant</b>				
9.01	Mechanical	Floor Drain / HVAC Equipment	1	500	500
9.02	Electrical	MDP/ Switchgear / Panels / Fire Alarm / Floor Drain	1	500	500
9.03	Water	Oil Water Separator / Water and Fire Entry / Water Heaters	1	150	150
9.04	MDF/Server Room	Separate HVAC / Facility Wi-Fi Spots / IP Phone System/ Fiber Entry / Grounding / Servers/ Floor Drain / Comm Equipment/ Cable Tray	1	300	300

Table 4.1: Preliminary Concept Space List - Training Center (Continued)

SPACE DESCRIPTION		NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)
9.05	Antennae Room	Floor Drain/ Antennae Equipment and Entry/ Grounding/ Station Alerting	1	80	80
9.06	I.T./IDF	Comm Equipment/ Cable Tray	1	80	80
<b>Subtotal Net Square Footage</b>					<b>1,610</b>
<b>Total Net Square Footage of "Clean" Areas</b>					<b>25,871</b>
<b>Total Net Square Footage</b>					<b>40,776</b>
<b>TOTAL NET BUILDING SQUARE FOOTAGE</b>					<b>40,776</b>
<b>CIRCULATION, WALLS, AND CORRIDORS GROSSING FACTOR OF 20%</b>					<b>8,155</b>
<b>TOTAL GROSS SQUARE FOOTAGE</b>					<b>48,931</b>
<b>OUTDOOR AMENITIES</b>					
<b>1.00 STAFF AMENITIES</b>					
1.01	Staff Parking	Secure Fencing / Gate / Loop Detectors / Access Control or Transmitters / Electric and Charging Stations / Electrical / Covered Parking for Trailers	20	350	7,000
1.02	Outdoor Courtyard	Secure / Adjacent to Breakroom / Gas Connections / Electrical / Tables and Chair and Umbrellas	1	1,500	1,500
1.03	Secondary Access to Site	Secure / Gate / Access Control	1		0
1.04	Training Ground with Props	Extraction, Rail Car, Tunnel, Drafting Pit, Tower, etc.	1		0
1.05	Bridge	Loading for Apparatus / Pedestrian Access	1		0
1.06	Apparatus Parking	Secure Fencing / Gate / Loop Detectors / Access Control or Transmitters / Electric and Charging Stations / Electrical / Near Bays	10	800	8,000
1.07	Driving Pad	Training Pad 250x200	1	50,000	50,000
<b>Subtotal Net Square Footage</b>					<b>66,500</b>
<b>2.00 PUBLIC AMENITIES</b>					
2.01	Public Parking	ADA Compliant Stalls / Public Parking	200	350	70,000
2.02	Civic Space	Civic Space for Public / Threat Mitigation Tactics	1	1,000	1,000
<b>Subtotal Net Square Footage</b>					<b>71,000</b>



# 5

## CONCEPTS

During the Consultant's review and analysis, the Consultant studied and reviewed potential scenarios for improving the training efficiencies and service delivery. It was apparent, due to the size of the existing facility, that it could not achieve all these goals. BCI analyzed the various needs and BCI along with the Fire Department was able to quickly ascertain that the building would need to maintain a fire component for response should a station need to be taken offline or if an emergency response would be needed. The recruits also need to have the department component for training purposes. To do a thorough analysis, the Consultant reviewed a variety of scenarios from an entirely new facility and a renovation and expansion of the existing building.

The following scenarios and concept diagrams identify various opportunities to achieve these goals.

### 5.1 CONCEPT 1 – RENOVATION AND EXPANSION TRAINING CENTER BUILDING

The first scenario analyzed renovating and expanding the existing building by “unpacking” and “repacking” the existing building and expanding the building where required for the needs of the Fire Department to provide adequate training space and address other needs of the department to obtain the necessary space to accommodate modern training center best practices and requirements. This allows for better service to the department who come to the building to attend to their variety of training needs and requirements of their profession, This will help to create new organizational efficiencies for the Fire Department.

This scenario though would be a cheaper option. However, a concern is that the existing building has significant deficiencies that will not be entirely eradicated such as HVAC and Plumbing systems. There will be compromises that will have to be made to utilize the existing structure and walls of the building.

### 5.2 CONCEPT 2 – NEW FIRE DEPARTMENT TRAINING CENTER BUILDING

The second scenario studied and analyzed the demolition of the existing facility and the construction of a completely new Training Center. Currently, the existing facility is not large enough to accommodate the modern needs of a fire department training center, therefore, it was quickly ascertained that a new facility would be a necessary option to consider.

This new building would be designed to be large enough to adequately serve the Fire Departments current and future training needs that is designed specifically for public safety best practices and requirements for training. This option also provides for a future shell space on the upper level which would allow the Fire Department to have future expansion that could potentially consolidate some other divisions or expand the department to add additional divisions or staff that they currently do not have in the department. A few other added benefits to a new facility are that compromises are not necessarily due to existing structure and other conditions. The building systems such as HVAC and plumbing will be all new systems without any inherited issues from an old existing facility.

The one negative of this scenario would be the total cost would be more than the renovation and expansion.

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## 5.3 CONCEPT 3 – NEW SUPPORT BUILDING

The third scenario is a general analysis as this building has been covered briefly in the other concepts mentioned above. The concepts show a driving skills pad for apparatus driving training and some extraction, railroad, and over-the-road training props. These features are located across Town Branch Creek which means it is away from the Training Center location and main training grounds. This limits the support for the recruits or other personnel who may be using these props. There would be no access to restrooms, storage, etc. without walking or driving to the training center on the other side of the creek.

The third scenario looks at the potential for future support building that would consist of additional bay space for storage of vehicles for training or vehicles for the fire department from their city-wide fleet. There would also be access to the storage of training equipment, gear, and props, and provide restrooms which would support the training activities on that side of the Town Branch Creek. This would also allow for some gathering and instructional space. The training services would be enhanced and more fully address the goals and objectives of the Study Committee.

Through discussion, this building was intended to be a future building, however, in looking at the need to maintain operations during the construction of the new or expanded facility, this building could be built first which would allow that continued operation. The facility would give them a place to move and house equipment, vehicles, gear, and a potential space for training activities.

The only negative to this being done as an initial phase is the additional cost of the facility, which would require some potentially significant utility work.

## 5.4 DIAGRAMS

The diagrams below represent the scenarios above and all meet the basic program requirements identified in the report. These plans are conceptual in nature and would need to be refined and modified as the City Officials decide on which option(s) to move forward to design and construction. Also, contained below is a comparison of the new space versus the existing space for each function of the building. As you can quickly see from the comparison chart, the existing facility does not adequately provide the space as identified in the program document or in the new concepts for renovation and expansion or a new building. It is also clear that many of the spaces, even though they may be provided, are not large enough to adequately serve the function and service of the individual departments. Please note that the Comparison Chart does not compare all concepts or programs with existing facilities. The existing was compared to the Renovated and Expanded Training Center and the New Training Center Building.

Figure 5.1: Renovation and Expansion - Concept Diagram, First Floor

# FLOOR PLAN CONCEPT OPTION 1 - RENOVATION & ADDITION



FIRST FLOOR

Figure 5.2: Renovation and Expansion - Concept Diagram, Second Floor

### FLOOR PLAN CONCEPT OPTION 1 - RENOVATION & ADDITION

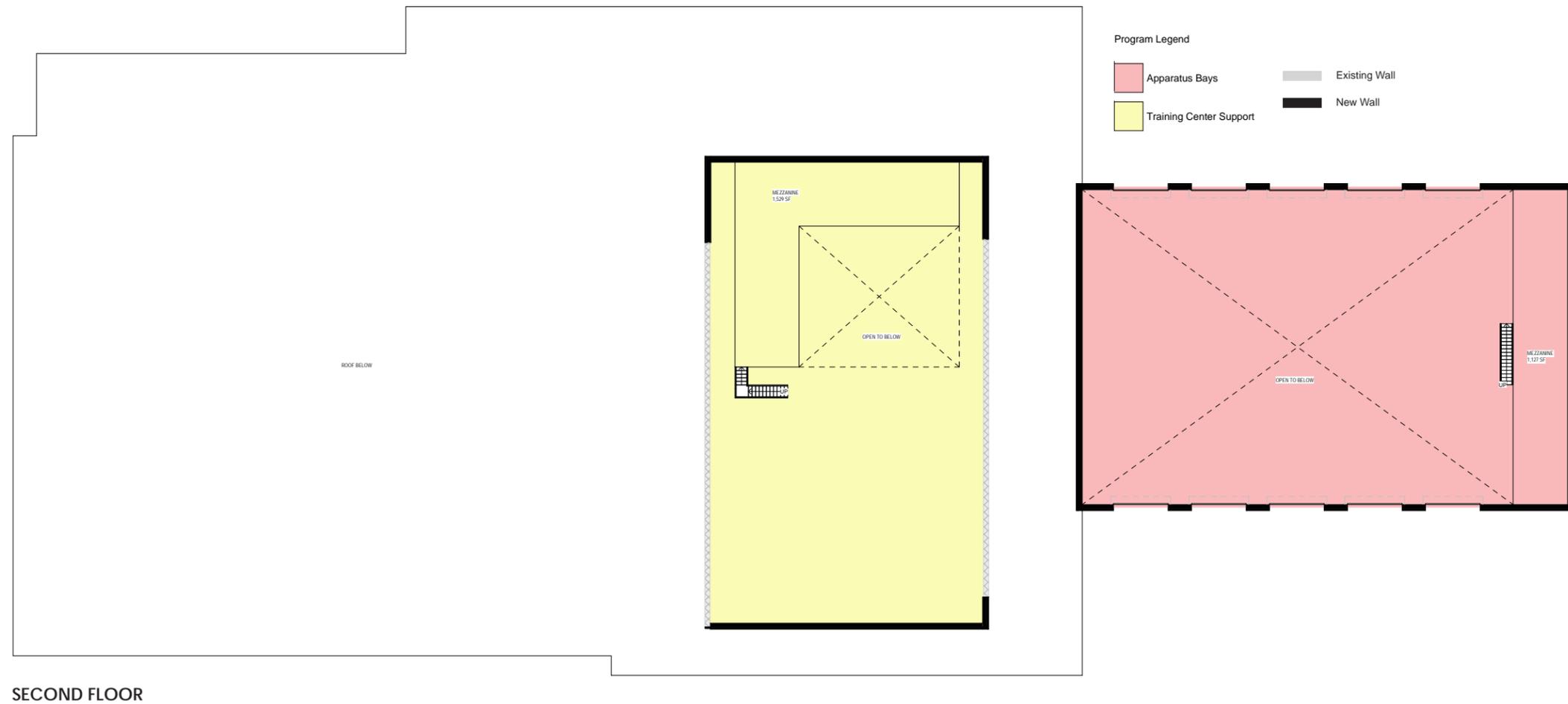
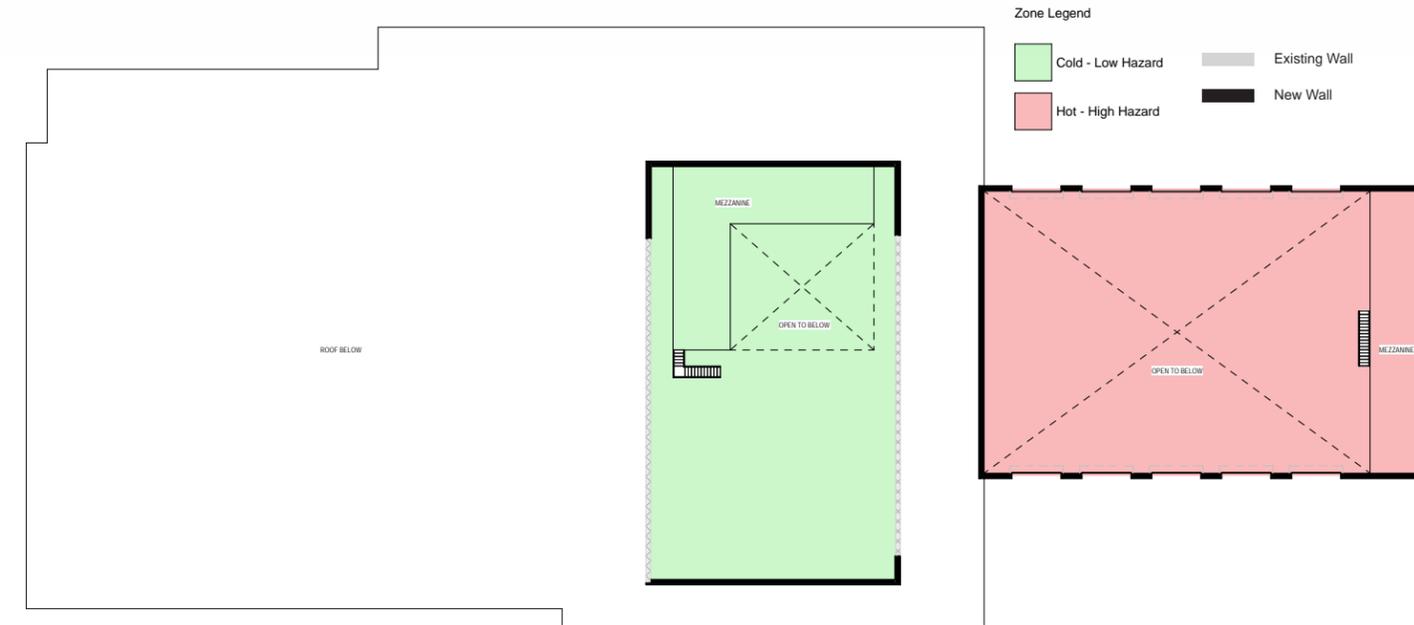


Figure 5.3: Renovation and Expansion – Hot and Cold Floor Plan

## HOT ZONES PLAN CONCEPT OPTION 1 - RENOVATION & ADDITION



SECOND FLOOR



FIRST FLOOR

Figure 5.4: New Training Center – Concept Diagram, First Floor

## FLOOR PLAN CONCEPT OPTION 2 - NEW BUILD



FIRST FLOOR

Figure 5.5: New Training Center - Concept Diagram, Second Floor

### FLOOR PLAN CONCEPT OPTION 2 - NEW BUILD



SECOND FLOOR



**LFUCG Fire Training Center Study**  
 1375 Old Frankfort Pike, Lexington, KY 40504  
 November 18th, 2024

SCALE:  
 1/8" = 1' - 0"

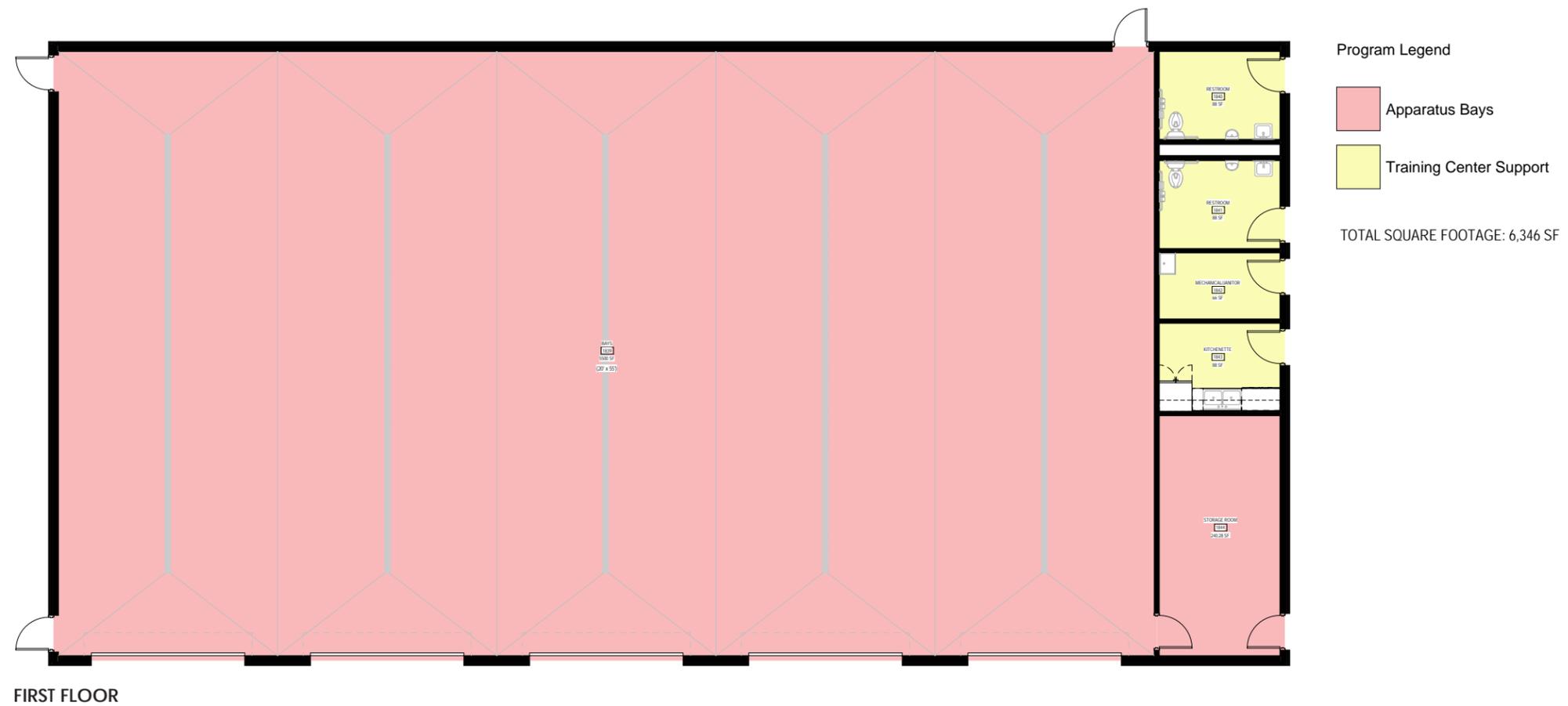


NORTH



Figure 5.7: New Support Building – Concept Diagram

### FLOOR PLAN CONCEPT 3 - SUPPORT BUILDING





**Table 5.1: Comparison Chart**

Space Description	Existing	Renovation & Addition	New
Vestibule	Not Currently Present	86 SF	88 SF
Public Lobby	687 SF	840 SF	868 SF
Men's Public Restroom	214 SF	300 SF	290 SF
Women's Public Restroom	128 SF	300 SF	290 SF
Reception Admin Specialist	250 SF	120 SF	120 SF
Recruiting & Hiring Waiting Area	Not Currently Present	92 SF	105 SF
Background Investigators	Not Currently Present	187 SF	194 SF
Recruiting Office	Not Currently Present	120 SF	120 SF
Recruiting Office	Not Currently Present	120 SF	120 SF
Executive Officer Office	184 SF	250 SF	211 SF
Training Officer Office	93 SF	192 SF	144 SF
Admin Specialist	Not Currently Present	127 SF	120 SF
EMS Office	90 SF	132 SF	120 SF
EMS Office	Not Currently Present	132 SF	120 SF
EMS Office	Not Currently Present	132 SF	120 SF
EMS Office	Not Currently Present	132 SF	120 SF
Admin Restroom	61 SF	N/A	N/A
Records Storage	152 SF	358 SF	237 SF
Large Conference Room	457 SF	645 SF	647 SF
Work/ Copy/ Mail Room	Combined with Reception	230 SF	144 SF
Video Production/ Multimedia Room	Not Currently Present	298 SF	264 SF
A/V Office	Not Currently Present	127 SF	120 SF
Training Instructors Office	424 SF	726 SF	735 SF
Large Fire Classroom	1170 SF	1,997 SF	2,227 SF
Classroom Storage	171 SF	209 SF	190 SF
Medium Fire Classroom	1117 SF	1,750 SF	1767 SF
Classroom Storage	Not Currently Present	209 SF	220 SF
EMS Classroom	654 SF	2,884 SF	2,625 SF
Classroom Storage	Not Currently Present	360 SF	292 SF
Breakout Room	476 SF	369 SF	363 SF
Breakout Room	Not Currently Present	347 SF	363 SF
Breakout Room	Not Currently Present	355 SF	360 SF
Breakout Room	Not Currently Present	355 SF	360 SF
Breakout Room	Not Currently Present	333 SF	N/A
Breakout Room Storage	Not Currently Present	77 SF	N/A
Simulation Lab	Not Currently Present	608 SF	619 SF
Climate Controlled Storage	Not Currently Present	299 SF	293 SF
Cold Storage Room	Not Currently Present	291 SF	293 SF
Cafeteria	Combined with Kitchen	2,474 SF	2,636 SF
Kitchen	313 SF	634 SF	622 SF
Food Storage	Combined with Kitchen	252 SF	212 SF
Men's Bunk Room	396 SF	1,051 SF	1,113 SF
Women's Bunk Room	276 SF	Combined with Men's Bunk Room	Combined with Men's Bunk Room
Shift Linen Storage	Not Currently Present	77 SF	77 SF
Laundry Room	84 SF	241 SF	195 SF

Table 5.1: Comparison Chart (Continued)

Space Description	Existing	Renovation & Addition	New
Linen Storage	Not Currently Present	55 SF	72 SF
Locker Room	Not Currently Present	1,732 SF	1,918 SF
Restrooms w/ Showers (19)	Not Currently Present	1,432 SF	1,544 SF
Janitor	Combined with Men's Restroom	53 SF	47 SF
Fitness Room	Not Currently Present	4,866 SF	4,409 SF
Rehabilitation Area	Not Currently Present	1,419 SF	1,611 SF
Wellness Coordinator Office	Not Currently Present	299 SF	252 SF
Staff Men's Restroom	Not Currently Present	N/A	128 SF
Staff Women's Restroom	Not Currently Present	N/A	128 SF
Gender Neutral Staff Restroom (2)	Not Currently Present	N/A	151 SF
Apparatus Bays	6188 SF	8,891 SF	8,891 SF
Apparatus Bay Restroom	Not Currently Present	90 SF	84 SF
Decontamination	Not Currently Present	490 SF	617 SF
Gear Wash Room	Combined with Laundry	188 SF	190 SF
Tool Room	186 SF	217 SF	205 SF
SCBA Room	165 SF	188 SF	188 SF
SCBA Maintenance	Combined with Tool Room	256 SF	256 SF
Fire Storage	556 SF	303 SF	303 SF
EMS Storage	224 SF	303 SF	303 SF
Quarter Master	301 SF	620 SF	614 SF
Gear Room	228 Sf	1,117 SF	1,194 SF
Auditorium Storage	Combined with Apparatus Bays	217 SF	205 SF
General Building Storage	266 SF	1,079 SF	374 SF
Training Tower	N/A	N/A	408 SF
Stairs	N/A	N/A	204 SF
Elevator	N/A	N/A	90 SF
MDF/ Server Room	Combined with Laundry	342 SF	300 SF
Mechanical Room	Combined with Laundry	518 SF	503 SF
Electrical Room	Combined with Laundry	518 SF	503 SF
IT/ IDF Room	Not Currently Present	127 SF	123 SF
Antennea Room	Combined with Laundry	117 SF	135 SF
Water Room	Combined with Laundry	150 SF	154 SF
Mezzanine Storage	Not Currently Present	2,656 SF	1,127 SF



# 6

## SITE CONSIDERATIONS

### 6.1 INTRODUCTION

Site selection for public buildings involves many factors such as size, location, cost, site restrictions, utilities, and soil. Many of these are common for most projects, however, since the Fire Department is involved, they require size, location, and access to be more important than other factors. The site for a training center has similar requirements but also must account for many people and vehicles to be present which must allow for proper vehicle turning, multiple buildings and structures, parking, access to main roads, accessibility, pedestrian use. This is not often possible, and a smaller lot size would contribute to many compromises which can affect cost, response time, and safety. A simple compromise is to use a two-story building which affects all factors mentioned and as you will see it is used in our new building concept scenario to assist with some of the site constraints which isn't as feasible for the renovation and expansion concept.

In training facility design this requirement for more land to provide adequate space for the factors already discussed above is critically important since the training involves both classroom and outdoor spaces along with the ability to use apparatus, vehicles, and other equipment that is vitally important to the everyday tasks that these men and women are required to perform. The Fire Department fortunately has existing property that can be and is used for these services. Though there are site constraints such as Town Branch Creek cutting through the site, a new Town Branch Trail being installed across the right-of-way of the site, soil conditions, EPA covenant on a portion of the property, and a variety of utility challenges, this site does provide adequate opportunities to meet the requirements noted above.

This site as it is redeveloped for the expansion of the training center as outlined in this report must account for the variety of events and uses the Fire Department will continue to use it for along with those that they intend on adding as they have the space to accommodate those events. In so doing, public circulation and security control is required not to jeopardize the safety and security of the staff or the ability for the public to achieve a quality level of service. However, the public must have the ability to park, have access to pedestrian friendly walkways, and enter the building. This extends into the areas they can access in the building once they are inside the facility. The Zoning Ordinance changed to not require parking minimums for a property. However, in looking at current codes and the previous LFUCG Zoning Ordinance, parking requirements will be met with the expanded parking including the required number of accessible parking spots.

The access to main thoroughfares is critically important for emergency response and access to the site. Safe and efficient vehicle travel through site is critically important and the ability to reach the major thoroughfare is important. It is also important not to create conflicts with pedestrians and public uses. There are some existing conditions that will predefine the vehicular traffic, however, limiting issues are important and were addressed in the conceptual designs. One critical component of the site is the bridge access to the northern side of Town Branch Creek. This existing bridge is not structurally sound and must be replaced. It is the Consultant Team recommendation as shown in the concepts to replace this bridge with a bridge that supports two-way traffic and a pedestrian walkway. This bridge will be able to support apparatus moving across in both directions and pedestrians walking across it at the same time. There have been accommodations in the concepts for a future access bridge from the training ground to the northern side of Town Branch Creek to provide small vehicular and pedestrian access across the creek to allow for quicker access to either side for expediency of the personnel for training activities on both sides of the creek.

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After review, a Facility and Site Development Diagram was prepared for each, to see how the facility could operate on this site. Consideration was given to maintaining the existing building and expanding in its current location. A consideration was given to building a new building in the existing location as a two-story component to minimize site impacts. There was another consideration of relocating the building to the northern side of Town Branch Creek to try and avoid some of the site constraints on the southern side such as utilities, grading, and trail. This consideration was not desired but is available in the Appendices.

These options were explored to analyze how they might meet the needs of the department, provide additional development, and ultimately better service opportunities for the Fire Department. Other sections of the report discuss these options in more detail. The options presented will provide the Fire Department with enhanced and improved service delivery.

## 6.2 SITE CONDITIONS

The subject property is located on Old Frankfort Pike. This site is currently owned by the City of Lexington and is currently serving as the Lexington Fire Department training center. Building size and location affects the vehicle parking, training grounds, pedestrian access, and storage of equipment. This property has adequate space for the amount of equipment, vehicles, apparatus, props, and staff.

An updated property topographic and boundary survey was conducted along with a new geotechnical exploration report. These are located in the Appendices for full review. In summary, the survey information located the major utilities and topography and other site appurtenances. The surveyor also located the EPA covenant location that must be considered in building location and site development.

The geotechnical exploration report shows a large amount of building rubble, and fill around the property. The summary of this report establishes that further testing and exploration will need to be conducted upon moving forward with the project. This will include test pits and further drilling. It also identifies the need for deep foundations to be installed for the building to avoid the removal of all the fill material. The pavement locations currently have little to no sub-base or thickness to accommodate the weight of the vehicles and equipment used on this property. Moving forward an adequate sub-base and pavement thickness must be used to handle the vehicle, equipment, and apparatus that will be frequenting this site on a daily basis.

The utilities are available at this location but in the case of the existing facility they may need to be upgraded due to age and the current need for a larger facility. In the event of expansion or a new building, there are a few utilities that will need to be relocated and others that will need to be improved. At the time of the report, we did not know the extents or requirements of what those relocations or improvements of the existing utilities entail from the governing agencies and needs of the design of the facilities. However, based on the survey, most of the utility information is known and many are owned by the City. New easements may be required once the new development is determined, and agencies are engaged during the design process.

The main road to the parcel is two-way traffic. With the new development of the trail and platting of the site, there may be a new ultimate ROW that will need to be dedicated. The primary connection of the ingress/egress for the site seems to be staying in their current locations with the possibility of one of these being closed for trail construction. These will need to be aligned with the development of the property. At this time, we do not anticipate a traffic study will be required.

The existing zoning of the properties should not require any major amendments or zoning changes since the use of the existing property will remain as it is currently used and zoned.

The storm water and water quality issue has not been studied in this report. It is anticipated that due to the consent decree the City has on storm water, the site will need to improve the storm water drainage and water quality which is not up to current LFUCG Division of Engineering standards. Due to the large amount of previous area being added to this property, it is anticipated that the storm water and water quality will be dependent on underground detention chambers. Other means can be explored during the course of the design process, however, for the purposes of this report the underground detention was assumed in the cost estimates.

Figure 6.1: Site Diagram Renovation and Expansion

### SITE PLAN CONCEPT OPTION 1 - RENOVATION & ADDITION



**LFUCG Fire Training Center Study**  
 1375 Old Frankfort Pike, Lexington, KY 40504  
 November 18th, 2024

SCALE:  
 1" = 40'-0"



Figure 6.2: Site Diagram New Build

**SITE PLAN CONCEPT OPTION 2 - NEW BUILD**



- Legend:**
- 1 - Civic Space
  - 2 - Existing Flag Pole
  - 3 - Apparatus Parking
  - 4 - Generator
  - 5 - Outdoor Courtyard
  - 6 - Covered Staff Parking
  - 7 - Public Parking
  - 8 - Driving Pad
  - 9 - Future Support Building
  - 10 - EPA Covenant Area
  - 11 - Future Town Branch Trail Extension
  - 12 - Relocated Extraction Training
  - 13 - Relocated Wild Fire Training
  - 14 - Relocated Urban Search & Rescue Training
  - 15 - Relocated Metal Sheds
  - 16 - Future Bridge
- Total Parking:**  
 Staff - 20 Spots  
 Public - 200 Spots  
 Public ADA - 7 Spots



## OPINION OF COSTS

### 7.1 DEFERRED MAINTENANCE AND IMPROVEMENT COSTS

The Consultant has identified approximately \$8,676,000 in deferred maintenance and improvement items.

Investment in these items will improve the building envelope, code deficiencies, and building systems, site deficiencies, and some improvements to the existing space. However, it will not address the need for additional space and operational inefficiencies, both within the building, and on the site; nor will it provide the spaces that a modern fire training center facility would require to meet the current and future needs. For those reasons, it is recommended that the funds needed to address these deferred maintenance and improvement costs for the existing building be invested instead into the Consultant recommendations identified in the report. These recommendations will support current and future training operations for the department.

Recommended immediate maintenance and improvements for the existing facility and site includes:

▪ Interior Building Improvements	\$1,100,000
▪ Exterior Building Improvements	\$776,000
▪ Building Structural Repairs	\$ 56,000
▪ Building Roof Repairs	\$625,000
▪ Building Mechanical Upgrades	\$764,500
▪ Building Electrical Upgrades	\$820,000
▪ Building Plumbing Upgrades	\$125,000
▪ Building Fire Protection Upgrades	\$ 65,000
▪ Building Telecomm, Safety, and Security	\$ 45,000
▪ Site Parking and Improvements	\$3,000,000
▪ Bridge Replacement	<u>\$1,300,000</u>
<b>Total</b>	<b>\$8,676,000</b>

### 7.2 OPINION OF PROBABLE COST

Opinion of Probable Costs have been prepared by the Consultant Team's Third-Party Estimator to indicate the potential funding required for the construction of a variety of scenarios that are identified in the report. Probable costs are broken down for construction costs, contingency and soft costs, and Owner costs. The intent is to represent a full project cost, not just a construction cost.

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## 7.3 PROBABLE CONSTRUCTION COST

The primary areas of construction are represented by the physical elements of the proposed facility. This includes the general building, building systems, and site development.

## 7.4 CONTINGENCY AND SOFT COSTS

Furniture, Fixtures, and Equipment (FF&E) is an allowance for all “loose” items in the building. This includes all furniture, kitchen equipment, and appliances, laundry appliances, support equipment, and office equipment such as printers and copiers.

There are separate contingencies that are covered in the contingency line item listed. The Design Contingency accounts for the fact that this is an opinion that is based solely on a space program, and a concept design. Once the actual design process is initiated, there may be many changes in the size, configuration, and/or materials desired, which will affect the overall construction cost. At this conceptual stage, a 2% to 5% contingency is allowed. Once the facility has been fully designed and Construction Cost Estimates are prepared based on that design, the Design Contingency can be eliminated.

The Construction Contingency is an allowance for unforeseen items that occur during construction. This may include unknown site conditions that are uncovered once excavation begins, errors, omissions, or last-minute design changes or additions directed by the Owner. The Construction Contingency is maintained throughout construction. Currently the Construction Contingency is combined with the Design Contingency at 5%. Many projects carry a contingency amount of 10% through construction.

The Escalation Contingency accounts for the potential for cost escalations that may occur during the time lapse of the project from when the report is finalized to the actual bidding of the project where a contractor is selected to start the actual construction and proceeds to about the half-way point of construction duration. This contingency has become very important over the last three years due to the construction cost surge we have experienced since the pandemic of 2020 and the post-pandemic world we now live in. The construction market has seen pricing climb over these last three years at about a 40% increase from 2020 pricing. The escalation contingency is important for municipalities to be aware of so that they are not surprised as they move forward. This contingency has been provided as part of the total project cost that should be considered by the City as they determine their course of action and budget.

Phasing costs is an allowance for costs associated with phasing a project as it typically causes a contractor to provide higher level of safety, accommodations for the entity, protection of the existing conditions and occupants and staging and remobilization of the contractor(s) to stage and organize work efforts around an entity and/or appurtenances over having full control of the project site.

## 7.5 OWNER COSTS

There are a series of costs that the Owner will bear beyond the construction and other costs listed above. These include Professional Design Fees, Testing Fees, Administrative and Legal Fees, Utility Connection and relocation fees, Special Inspections during construction, and many others. These should be considered in the budgeting process and are not shown in the total project costs as many times these are paid outside of the project funds.

Based on the Study, it is anticipated that the City may have phasing and relocation costs to maintain training operations for the Fire Department. There are some costs assumed in the project costs included at this point, but this cost may not account for all the intricacies of the relocation such as specific needs to make the temporary settings usable for the purpose of the department. Some additional costs may be necessary beyond the costs shown and should be considered in the budgeting process. The Fire Department has some initial estimates for portable classrooms and offices. It is an approximate cost of \$118,000 annually. In the Renovation and Expansion and New Building options it is anticipated that they may need to rent these temporary facilities for a minimum of 2 years but a 3-year term may be necessary and should be at least initially considered in the budgeting process.

Table 7.1: Opinion of Probable Cost Renovation and Expansion

**RENOVATION**                    16,000 sf  
**ADDITION**                        39,200 sf  
**GROSS SQ. FT.**                 55,200 sf

**DATE:**            October 20, 2024

<b>SUMMARY:</b>	<b>COST/SF \$/SF</b>	<b>TOTAL COST \$</b>
EXISTING CONDITIONS	2.31	127,760
SUBSTRUCTURE	26.93	1,486,800
SUPERSTRUCTURE	46.62	2,573,400
EXTERIOR ENCLOSURE	43.50	2,401,400
ROOFING	31.27	1,726,200
INTERIOR CONSTRUCTION	97.57	5,385,750
FIRE PROTECTION	7.50	414,000
PLUMBING	11.33	625,385
HVAC	56.85	3,138,300
ELECTRICAL	60.00	3,312,000
COMMUNICATIONS	6.00	331,200
SECURITY	10.00	552,000
EXTERIOR IMPROVEMENTS	58.68	3,238,915
SITE UTILITIES	7.55	416,550
<b>TOTAL DIRECT COST</b>	<b>\$466.12</b>	<b>25,729,660</b>
GENERAL REQUIREMENTS (8%)		2,058,373
G.C.'S FEE (5%)		1,389,402
DESIGN CONTINGENCY (15%)		4,376,615
PHASING (5%)		1,677,702
<b>TOTAL ESTIMATED COST</b>	<b>\$638.41</b>	<b>\$35,240,000</b>

Table 7.1: Opinion of Probable Cost Renovation and Expansion (Continued)

**SUBSTRUCTURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>033000</b>	<b><u>CONCRETE WORK</u></b>				
033000/010	Concrete slab on grade	39,200	SF	18.00	705,600
033000/020	Concrete grade beams	1,300	LF	200.00	260,000
033000/030	Concrete footings	25	EA	2,900.00	72,500
					<b>1,038,100</b>
<b>316300</b>	<b><u>PILES AND CAISSONS</u></b>				
316300/010	Auger cast piles	39,200	SF	11.00	431,200
316300/020	Mobilization	1	LS	17,500.00	17,500
					<b>448,700</b>
	<b>SUBSTRUCTURE TOTAL</b>				<b>\$1,486,800</b>

**SUPERSTRUCTURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>033000</b>	<b><u>CONCRETE WORK</u></b>				
033000/010	Concrete storm structure	6,400	SF	35.00	224,000
					<b>224,000</b>
<b>051000</b>	<b><u>STRUCTURAL METAL FRAMING</u></b>				
051000/010	Structural steel framing	150	TONS	8,400.00	1,260,000
051000/020	Floor and roof joists	75	TONS	8,200.00	615,000
051000/030	Roof deck	36,800	SF	8.00	294,400
051000/040	Miscellaneous steel framing	20	TONS	9,000.00	180,000
					<b>2,349,400</b>
	<b>SUPERSTRUCTURE TOTAL</b>				<b>\$2,573,400</b>

**EXTERIOR ENCLOSURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>042113</b>	<b><u>BRICK MASONRY</u></b>				
042113/010	Facing brick	22,400	SF	70.00	1,568,000
042113/020	Brick details, sills, etc	1	LS	392,000.00	392,000
					<b>1,960,000</b>
<b>081113</b>	<b><u>HOLLOW METAL DOORS AND FRAMES</u></b>				
081110/010	Metal doors	8	EA	2,400.00	19,200
					<b>19,200</b>
<b>083300</b>	<b><u>SPECIAL DOORS</u></b>				
083300/010	Overhead doors, 14' x 14' (No Glass)	10	EA	12,400.00	124,000
					<b>124,000</b>
<b>084110</b>	<b><u>STOREFRONT SYSTEMS</u></b>				
084110/010	Aluminum framed windows	3,500	SF	75.00	262,500
084110/020	Aluminum storefront	300	SF	75.00	22,500
084110/030	Entrance doors, double	2	EA	6,600.00	13,200
					<b>298,200</b>
	<b>EXTERIOR ENCLOSURE TOTAL</b>				<b>\$2,401,400</b>

Table 7.1: Opinion of Probable Cost Renovation and Expansion (Continued)

**ROOFING**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>074113</b>	<b>ROOFING</b>				
074113/010	Single ply membrane roofing, including flashing, fascia and access	39,200	SF	30.00	1,176,000
074113/020	Replace roofing	16,000	SF	30.00	480,000
074113/030	Caulking and sealants	55,200	SF	1.00	55,200
074113/040	Canopies	1	LS	15,000.00	15,000
	<b>ROOFING TOTAL</b>				<b>1,726,200</b>
					<b>\$1,726,200</b>

**INTERIOR CONSTRUCTION**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>099000</b>	<b>INTERIOR CONSTRUCTION</b>				
099000/010	Aministration	4,245	SF	80.00	339,600
099000/020	Apparatus Bay	13,420	SF	110.00	1,476,200
099000/030	Building Systems	1,830	SF	50.00	91,500
099000/040	Circulation	6,495	SF	40.00	259,800
099000/050	Fire Training	4,815	SF	70.00	337,050
099000/060	Fitness	6,275	SF	60.00	376,500
099000/070	Lobby	1,585	SF	120.00	190,200
099000/080	Training support	9,765	SF	140.00	1,367,100
099000/090	EMS training	6,770	SF	140.00	947,800
	<b>INTERIOR CONSTRUCTION TOTAL</b>				<b>5,385,750</b>
					<b>\$5,385,750</b>

**MECHANICAL - PLUMBING**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>221400</b>	<b>STORM DRAINAGE</b>				
221400/010	Storm drainage system	55,200	SF	1.50	82,800
					<b>82,800</b>
<b>221600</b>	<b>GAS PIPING</b>				
221600/010	Pipe & fittings	55,200	SF	0.75	41,400
					<b>41,400</b>
<b>221400</b>	<b>COMPRESSED AIR</b>				
221400/010	Pipe & fittings, air compressor, & hose reels	55,200	SF	0.50	27,600
					<b>27,600</b>
<b>223000</b>	<b>PLUMBING EQUIPMENT</b>				
223000/010	Water heater, pumps, backflow, etc	55,200	SF	1.50	82,800
					<b>82,800</b>
<b>224000</b>	<b>PLUMBING FIXTURES &amp; PIPING</b>				
224000/010	Water Closet	20	EA	5,900.00	118,000
224000/020	Lavatories	20	EA	5,900.00	118,000
224000/030	Urinals	6	EA	5,900.00	35,400
224000/040	Shower	19	EA	2,415.00	45,885
224000/050	Emergency station	1	EA	2,300.00	2,300
224000/070	Kitchen sink, with grease trap	1	EA	19,000.00	19,000
224000/040	Sinks	4	EA	5,900.00	23,600
224000/050	Mop sinks	2	EA	5,900.00	11,800
224000/060	Washer box	3	EA	400.00	1,200
224000/060	Water coolers	2	EA	7,800.00	15,600
					<b>390,785</b>
	<b>PLUMBING TOTAL</b>				<b>\$625,385</b>

Table 7.1: Opinion of Probable Cost Renovation and Expansion (Continued)

**MECHANICAL - HVAC**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>238220</b>	<b>HVAC SYSTEM</b>				
238220/010	Training facility	44,540	SF	65.00	2,895,100
238220/020	Truck bays	10,660	SF	20.00	213,200
238220/030	Kitchen hood	1	EA	30,000.00	30,000
	<b>HVAC TOTAL</b>				<b>3,138,300</b>
					<b>\$3,138,300</b>

**DIVISION 32 EXTERIOR IMPROVEMENTS**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>321213</b>	<b>ASPHALT PAVING</b>				
321213/010	Asphalt paving, heavy duty	2,300	SY	44.00	101,200
321213/010	Asphalt paving, apparatus	3,700	SY	44.00	162,800
321213/020	Asphalt paving	12,000	SY	36.00	432,000
					<b>696,000</b>
<b>321313</b>	<b>CONCRETE PAVING</b>				
321313/010	HD Concrete paving	58,630	SF	18.00	1,055,340
321313/020	Courtyard	1,500	SF	24.00	36,000
321313/030	Civic space	1,400	SF	30.00	42,000
					<b>1,133,340</b>
<b>323100</b>	<b>SITE IMPROVEMENTS</b>				
323100/010	Monumental sign base	1	EA	3,500.00	3,500
323100/020	Covered parking	4,400	SF	40.00	176,000
323100/030	Concrete steps	450	LF	75.00	33,750
323100/030	Retaining walls	840	SF	55.00	46,200
323100/030	Two lane bridge with pedestrian access	1,400	SF	750.00	1,050,000
					<b>1,309,450</b>
<b>329000</b>	<b>LANDSCAPING</b>				
329000/010	Trees	20	EA	950.00	19,000
329000/020	Shrubs	75	EA	175.00	13,125
329000/030	Landscaped beds	4,500	SF	8.00	36,000
329000/040	Seeding	4,000	SY	8.00	32,000
					<b>100,125</b>
	<b>EXTERIOR IMPROVEMENTS TOTAL</b>				<b>\$3,238,915</b>

**DIVISION 33 SITE UTILITIES**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>334000</b>	<b>SITE UTILITIES</b>				
334000/010	Domestic water & fire water	300	LF	75.00	22,500
334000/020	Fire hydrant	1	EA	2,300.00	2,300
334000/030	Water hook ups	3	EA	2,100.00	6,300
334000/040	Relocate force main	650	LF	95.00	61,750
					<b>92,850</b>
<b>334100</b>	<b>STORMWATER</b>				
334100/010	Storm drains	2,100	LF	45.00	94,500
334100/020	Headwalls	6	EA	2,900.00	17,400
334100/030	Catch basin	8	EA	2,100.00	16,800
					<b>128,700</b>
<b>337000</b>	<b>SITE ELECTRICAL</b>				
337000/010	Underground electric	150	LF	350.00	52,500
337000/020	Pole lightings	20	EA	4,500.00	90,000
337000/030	Bollard lights	15	EA	3,500.00	52,500
					<b>195,000</b>
	<b>UTILITIES TOTAL</b>				<b>\$416,550</b>

Table 7.2: Opinion of Probable Cost New Fire Training Center

**GROSS SQ. FT.** 68,730 sf

**DATE:** October 20, 2024

<b>SUMMARY:</b>	<b>COST/SF \$/SF</b>	<b>TOTAL COST \$</b>
EXISTING CONDITIONS	2.79	191,640
SUBSTRUCTURE	20.36	1,399,450
SUPERSTRUCTURE	68.71	4,722,250
EXTERIOR ENCLOSURE	47.98	3,298,000
ROOFING	18.02	1,238,730
STAIRS AND CONVEYING	1.81	124,500
INTERIOR CONSTRUCTION	86.94	5,975,150
FIRE PROTECTION	7.50	515,475
PLUMBING	12.34	847,848
HVAC	50.72	3,485,950
ELECTRICAL	54.47	3,743,800
COMMUNICATIONS	6.00	412,380
SECURITY	10.00	687,300
EXTERIOR IMPROVEMENTS	46.95	3,226,815
SITE UTILITIES	5.85	402,300
<b>TOTAL DIRECT COST</b>	<b>\$440.44</b>	<b>30,271,588</b>
GENERAL REQUIREMENTS (8%)		2,421,727
G.C.'S FEE (5%)		1,634,666
DESIGN CONTINGENCY (15%)		5,149,197
PHASING (5%)		1,973,859
<b>TOTAL ESTIMATED COST</b>	<b>\$603.23</b>	<b>\$41,460,000</b>

Table 7.2: Opinion of Probable Cost New Fire Training Center (Continued)

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>033000</b>	<b><u>CONCRETE WORK</u></b>				
033000/010	Concrete slab on grade	38,550	SF	18.00	693,900
033000/020	Concrete grade beams	955	LF	200.00	191,000
033000/030	Concrete footings	20	EA	2,900.00	58,000
033000/040	Elevator pits	1	EA	15,000.00	15,000
					<b>957,900</b>
<b>316300</b>	<b><u>PILES AND CAISSONS</u></b>				
316300/010	Auger cast piles	38,550	SF	11.00	424,050
316300/020	Mobilization	1	LS	17,500.00	17,500
					<b>441,550</b>
	<b>SUBSTRUCTURE TOTAL</b>				<b>\$1,399,450</b>

**SUPERSTRUCTURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>033000</b>	<b><u>CONCRETE WORK</u></b>				
033000/010	Concrete suspended slabs	29,500	SF	15.00	442,500
033000/020	Concrete storm structure	4,200	SF	35.00	147,000
					<b>589,500</b>
<b>051000</b>	<b><u>STRUCTURAL METAL FRAMING</u></b>				
051000/010	Structural steel framing	275	TONS	8,400.00	2,310,000
051000/020	Floor and roof joists	120	TONS	8,200.00	984,000
051000/030	Floor deck	29,500	SF	8.50	250,750
051000/040	Roof deck	28,500	SF	8.00	228,000
051000/050	Miscellaneous steel framing	40	TONS	9,000.00	360,000
					<b>4,132,750</b>
	<b>SUPERSTRUCTURE TOTAL</b>				<b>\$4,722,250</b>

**EXTERIOR ENCLOSURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>042113</b>	<b><u>BRICK MASONRY</u></b>				
042113/010	Facing brick	32,400	SF	70.00	2,268,000
042113/020	Brick details, sills, etc	1	LS	567,000.00	567,000
					<b>2,835,000</b>
<b>081113</b>	<b><u>HOLLOW METAL DOORS AND FRAMES</u></b>				
081110/010	Metal doors	17	EA	2,400.00	40,800
					<b>40,800</b>
<b>083300</b>	<b><u>SPECIAL DOORS</u></b>				
083300/010	Overhead doors, 14' x 14' (No Glass)	10	EA	12,400.00	124,000
					<b>124,000</b>
<b>084110</b>	<b><u>STOREFRONT SYSTEMS</u></b>				
084110/010	Aluminum framed windows	3,500	SF	75.00	262,500
084110/020	Aluminum storefront	300	SF	75.00	22,500
084110/030	Entrance doors, double	2	EA	6,600.00	13,200
					<b>298,200</b>
	<b>EXTERIOR ENCLOSURE TOTAL</b>				<b>\$3,298,000</b>

Table 7.2: Opinion of Probable Cost New Fire Training Center (Continued)

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>074113</b>	<b>ROOFING</b>				
074113/010	Single ply membrane roofing, including flashing, fascia and access	38,500	SF	30.00	1,155,000
074113/020	Caulking and sealants	68,730	SF	1.00	68,730
074113/030	Canopies	1	LS	15000.00	15,000
					<b>1,238,730</b>
	<b>ROOFING TOTAL</b>				<b>\$1,238,730</b>

**STAIRS AND CONVEYING SYSTEMS**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>055100</b>	<b>METAL STAIRS</b>				
055100/010	Metal pan stairs with metal railings	2	FLT	13,500.00	27,000
055100/020	Mezzanine stair	1	FLT	7,500.00	7,500
					<b>34,500</b>
<b>142100</b>	<b>ELEVATORS</b>				
142100/010	Passenger elevator, 2 stop	1	EA	90,000.00	90,000
					<b>90,000</b>
	<b>STAIRS AND CONVEYING SYSTEMS TOTAL</b>				<b>\$124,500</b>

**INTERIOR CONSTRUCTION**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>099000</b>	<b>INTERIOR CONSTRUCTION</b>				
099000/010	Aministration	3,635	SF	80.00	290,800
099000/020	Apparatus Bay	14,600	SF	110.00	1,606,000
099000/030	Building Systems	2,315	SF	50.00	115,750
099000/040	Circulation	8,190	SF	40.00	327,600
099000/050	Fire Training	4,210	SF	70.00	294,700
099000/060	Fitness	6,190	SF	60.00	371,400
099000/070	Lobby	1,685	SF	120.00	202,200
099000/080	Training support	10,635	SF	140.00	1,488,900
099000/090	EMS training	7,770	SF	140.00	1,087,800
099000/100	Shell space	9,500	SF	20.00	190,000
					<b>5,975,150</b>
	<b>INTERIOR CONSTRUCTION TOTAL</b>				<b>\$5,975,150</b>

Table 7.2: Opinion of Probable Cost New Fire Training Center (Continued)

**MECHANICAL - PLUMBING**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>221400</b>	<b>STORM DRAINAGE</b>				
221400/010	Storm drainage system	68,730	SF	1.50	103,095
					<b>103,095</b>
<b>221600</b>	<b>GAS PIPING</b>				
221600/010	Pipe & fittings	68,730	SF	0.75	51,548
					<b>51,548</b>
<b>221400</b>	<b>COMPRESSED AIR</b>				
221400/010	Pipe & fittings, air compressor, & hose reels	68,730	SF	0.50	34,365
					<b>34,365</b>
<b>223000</b>	<b>PLUMBING EQUIPMENT</b>				
223000/010	Water heater, pumps, backflow, etc	68,730	SF	1.50	103,095
					<b>103,095</b>
<b>224000</b>	<b>PLUMBING FIXTURES &amp; PIPING</b>				
224000/010	Water Closet	31	EA	5,900.00	182,900
224000/020	Lavatories	32	EA	5,900.00	188,800
224000/030	Urinals	6	EA	5,900.00	35,400
224000/040	Shower	23	EA	2,415.00	55,545
224000/050	Emergency station	1	EA	2,300.00	2,300
224000/070	Kitchen sink, with grease trap	1	EA	19,000.00	19,000
224000/040	Sinks	6	EA	5,900.00	35,400
224000/050	Mop sinks	2	EA	5,900.00	11,800
224000/060	Washer box	3	EA	400.00	1,200
224000/060	Water coolers	3	EA	7,800.00	23,400
					<b>555,745</b>
	<b>PLUMBING TOTAL</b>				<b>\$847,848</b>

**MECHANICAL - HVAC**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>238220</b>	<b>HVAC SYSTEM</b>				
238220/010	Training facility	47,330	SF	65.00	3,076,450
238220/020	Truck bays	11,700	SF	20.00	234,000
238220/030	Shell space	9,700	SF	15.00	145,500
238220/040	Kitchen hood	1	EA	30,000.00	30,000
					<b>3,485,950</b>
	<b>HVAC TOTAL</b>				<b>\$3,485,950</b>

Table 7.2: Opinion of Probable Cost New Fire Training Center (Continued)

**DIVISION 32 EXTERIOR IMPROVEMENTS**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>321213</b>	<b><u>ASPHALT PAVING</u></b>				
321213/010	Asphalt paving, heavy duty	2,300	SY	44.00	101,200
321213/010	Asphalt paving, apparatus	3,700	SY	44.00	162,800
321213/020	Asphalt paving	12,000	SY	36.00	432,000
					<b>696,000</b>
<b>321313</b>	<b><u>CONCRETE PAVING</u></b>				
321313/010	HD Concrete paving	58,630	SF	18.00	1,055,340
321313/020	Courtyard	1,500	SF	24.00	36,000
321313/030	Civic space	1,400	SF	30.00	42,000
					<b>1,133,340</b>
<b>323100</b>	<b><u>SITE IMPROVEMENTS</u></b>				
323100/010	Monumental sign base	1	EA	3,500.00	3,500
323100/020	Covered parking	4,400	SF	40.00	176,000
323100/030	Concrete steps	450	LF	75.00	33,750
323100/030	Retaining walls	620	SF	55.00	34,100
323100/030	Two lane bridge with pedestrian access	1,400	SF	750.00	1,050,000
					<b>1,297,350</b>
<b>329000</b>	<b><u>LANDSCAPING</u></b>				
329000/010	Trees	20	EA	950.00	19,000
329000/020	Shrubs	75	EA	175.00	13,125
329000/030	Landscaped beds	4,500	SF	8.00	36,000
329000/040	Seeding	4,000	SY	8.00	32,000
					<b>100,125</b>
	<b>EXTERIOR IMPROVEMENTS TOTAL</b>				<b>\$3,226,815</b>

**DIVISION 33 SITE UTILITIES**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>334000</b>	<b><u>SITE UTILITIES</u></b>				
334000/010	Domestic water & fire water	300	LF	75.00	22,500
334000/020	Fire hydrant	1	EA	2,300.00	2,300
334000/030	Water hook ups	3	EA	2,100.00	6,300
334000/040	Relocate force main	500	LF	95.00	47,500
					<b>78,600</b>
<b>334100</b>	<b><u>STORMWATER</u></b>				
334100/010	Storm drains	2,100	LF	45.00	94,500
334100/020	Headwalls	6	EA	2,900.00	17,400
334100/030	Catch basin	8	EA	2,100.00	16,800
					<b>128,700</b>
<b>337000</b>	<b><u>SITE ELECTRICAL</u></b>				
337000/010	Underground electric	150	LF	350.00	52,500
337000/020	Pole lightings	20	EA	4,500.00	90,000
337000/030	Bollard lights	15	EA	3,500.00	52,500
					<b>195,000</b>
	<b>UTILITIES TOTAL</b>				<b>\$402,300</b>

Table 7.3: Opinion of Probable Cost Support Building

GROSS SQ. FT. 6,000 sf

DATE: October 20, 2024

SUMMARY:	COST/SF \$/SF	TOTAL COST \$
SUBSTRUCTURE	58.25	349,500
SUPERSTRUCTURE	50.00	300,000
EXTERIOR ENCLOSURE	21.47	128,800
INTERIOR CONSTRUCTION	20.00	120,000
FIRE PROTECTION	7.50	45,000
PLUMBING	8.28	49,700
HVAC	10.00	60,000
ELECTRICAL	15.00	90,000
<b>TOTAL DIRECT COST</b>	<b>\$190.50</b>	<b>1,143,000</b>
GENERAL REQUIREMENTS (8%)		91,440
G.C.'S FEE (5%)		61,722
DESIGN CONTINGENCY (15%)		129,616
PHASING (5%)		71,289
<b>TOTAL ESTIMATED COST</b>	<b>\$250.00</b>	<b>\$1,500,000</b>

Table 7.3: Opinion of Probable Cost Support Building (Continued)

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>033000</b>	<b>CONCRETE WORK</b>				
033000/010	Concrete slab on grade	6,000	SF	18.00	108,000
033000/020	Concrete grade beams	500	LF	200.00	100,000
033000/030	Concrete footings	20	EA	2,900.00	58,000
					<b>266,000</b>
<b>316300</b>	<b>PILES AND CAISSONS</b>				
316300/010	Auger cast piles	6,000	SF	11.00	66,000
316300/020	Mobilization	1	LS	17,500.00	17,500
					<b>83,500</b>
	<b>SUBSTRUCTURE TOTAL</b>				<b>\$349,500</b>

**SUPERSTRUCTURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>051000</b>	<b>STRUCTURAL METAL FRAMING</b>				
051000/010	PEMB	6,000	SF	50.00	300,000
					<b>300,000</b>
	<b>SUPERSTRUCTURE TOTAL</b>				<b>\$300,000</b>

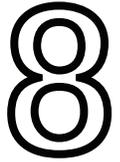
**EXTERIOR ENCLOSURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>081113</b>	<b>HOLLOW METAL DOORS AND FRAMES</b>				
081110/010	Metal doors	2	EA	2,400.00	4,800
					<b>4,800</b>
<b>083300</b>	<b>SPECIAL DOORS</b>				
083300/010	Overhead doors, 14' x 14' (No Glass)	10	EA	12,400.00	124,000
					<b>124,000</b>
	<b>EXTERIOR ENCLOSURE TOTAL</b>				<b>\$128,800</b>

**MECHANICAL - PLUMBING**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>221400</b>	<b>COMPRESSED AIR</b>				
221400/010	Pipe & fittings, air compressor, & hose reels	6,000	SF	0.50	3,000
					<b>3,000</b>
<b>223000</b>	<b>PLUMBING EQUIPMENT</b>				
223000/010	Water heater, pumps, backflow, etc	6,000	SF	1.50	9,000
					<b>9,000</b>
<b>224000</b>	<b>PLUMBING FIXTURES &amp; PIPING</b>				
224000/010	Water Closet	2	EA	5,900.00	11,800
224000/020	Lavatories	2	EA	5,900.00	11,800
224000/030	Urinals	2	EA	5,900.00	11,800
224000/040	Emergency station	1	EA	2,300.00	2,300
					<b>37,700</b>
	<b>PLUMBING TOTAL</b>				<b>\$49,700</b>





## FACILITY RECOMMENDATIONS

Facility recommendations are outlined below. The purpose of the recommendations is for the City and Fire Department to consider various options pertaining to their current facility and potential next steps per the analysis and review that the Consultant has performed.

The facility recommendations are formulated around what to do with the existing facilities; are there facilities that can be reused/repurposed for services; or are the services better served in a new building that better improves services to a more modern and efficiently designed facility.

In terms of options, it is very clear from the analysis and review that the Consultant has concluded that many of the existing facilities do not and cannot accommodate the space requirements for the Training Center without expansion or a new building without severe compromises which will not provide modern fire training best practices for needs and design standards.

The following recommendations have been given along with cost data (reference detailed cost data in other sections) based on the Consultant Team's historic cost information and experience with similar projects.

### 8.1 RECOMMENDATION 1: NEW TRAINING FACILITY.

During the Consultant's analysis and review, it became very clear that the existing training center is inefficient and does not have enough space in the existing building to meet the needs of the department. The current facilities are not large enough to improve the space or services at this location. The building is inefficient in the layout of space and does not provide an adequate size to house the various sundry equipment that the department maintains and utilizes daily at this location for recruits and training purposes.

It became clear that a new building would be the best course of action for the Fire Department to improve efficiency and service to the department. The Consultant reviewed various scenarios for a new training building. The Consultant recommends this facility because the new training center building will achieve many of the desired objectives and goals of the department and enhance the training service delivery to the department in whole.

This recommendation also provides for site improvements. One such improvement is the consolidation of the driving training to this site which is now offsite at various locations. The recommendation and design concept also provides adequate parking for apparatus, staff parking, and public parking lots. It is also understood and required that a new bridge crossing Town Branch Creek is required as the current bridge is not structurally sound especially for the vehicular traffic and weight of the apparatus to cross over to the other side of the creek to utilize all of the property available. This bridge is shown as part of this concept and is shown large enough to have two-way traffic with adequate structure to handle the weight of the apparatus and provide for a pedestrian walk component. These site improvements will also allow this facility to handle the variety of events and training accommodation that the department provides annually and noted earlier in the study report.

This recommendation would also address the facility and operational efficiencies identified by the Consultant Team. The total project cost for this scenario is approximately \$49.4 million dollars. This does not include any alternatives, temporary relocation, or escalation costs.

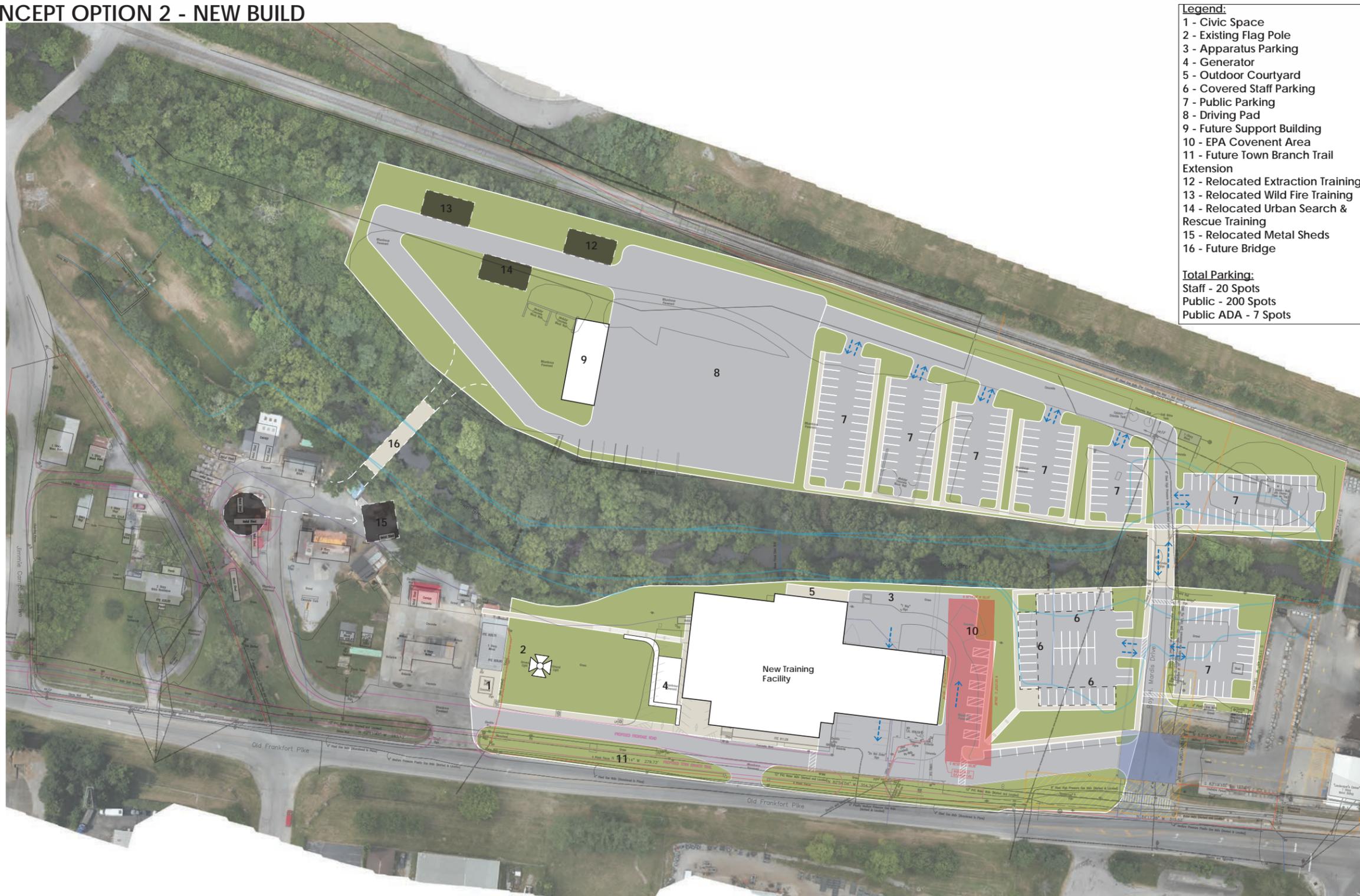
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The Consultant Team tried to answer the question what are potential future needs that could be provided to further enhance the Fire Department's Training Facility which included a second access bridge and a future support building. The Consultant Team and department discussed that due to the Fire Department need to maintain operations, the building of the future support building would allow them to utilize the space in the building for equipment storage and temporary training spaces along with any portable classroom trailers that they would rent for the duration of the construction. It was also discussed that the building could be used once the training center is complete for fleet storage and as a support building for the driving training and extraction area for the recruits and staff. The total project cost for this scenario is approximately \$1.5 million dollars. This does not include any alternatives, temporary relocation, or escalation costs. This recommendation would also address the storage deficiency for equipment and apparatus of the department city wide identified by the Consultant and Fire Department.



Figure 8.1: New Building Site Diagram

**SITE PLAN CONCEPT OPTION 2 - NEW BUILD**



**LFUCG Fire Training Center Study**  
 1375 Old Frankfort Pike, Lexington, KY 40504  
 November 18th, 2024

SCALE:  
 1" = 40'-0"



Figure 8.2: New Building Plan Diagram First Floor

### FLOOR PLAN CONCEPT OPTION 2 - NEW BUILD



Figure 8.3: New Building Plan Diagram 2nd Floor

## FLOOR PLAN CONCEPT OPTION 2 - NEW BUILD



**Program Legend**

<span style="display:inline-block; width:15px; height:15px; background-color:lightgreen;"></span> Administration	<span style="display:inline-block; width:15px; height:15px; background-color:lightblue;"></span> Fire Training	<span style="display:inline-block; width:15px; height:15px; background-color:lightgrey;"></span> Building Systems	<span style="display:inline-block; width:15px; height:15px; background-color:lightyellow;"></span> Training Center Support
<span style="display:inline-block; width:15px; height:15px; background-color:lightcoral;"></span> Apparatus Bays	<span style="display:inline-block; width:15px; height:15px; background-color:lightpink;"></span> Future Area	<span style="display:inline-block; width:15px; height:15px; background-color:lightyellow;"></span> Circulation	
<span style="display:inline-block; width:15px; height:15px; background-color:lightpurple;"></span> EMS Training			

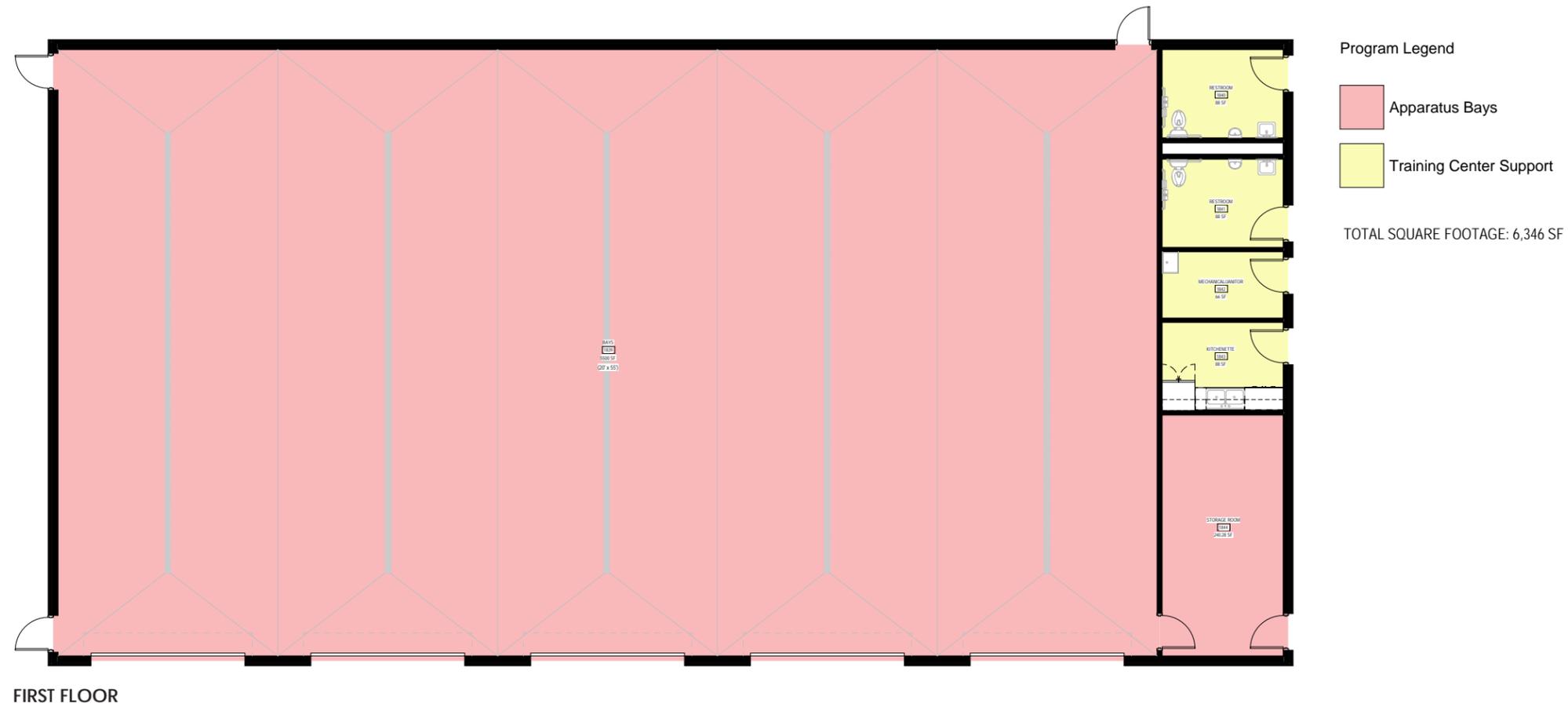
New Wall  
 New Door

FIRST FLOOR SQUARE FOOTAGE: 38,904 SF  
 SECOND FLOOR SQUARE FOOTAGE: 28,867 SF  
 TOTAL SQUARE FOOTAGE: 67,771 SF

SECOND FLOOR

Figure 8.4: New Support Building Diagram

### FLOOR PLAN CONCEPT 3 - SUPPORT BUILDING



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## 8.2 PHASING

If the City pursues this option, there are phasing and temporary relocation expenses that need to be considered. The Consultant Team has estimated that these costs could be approximately \$400,000 dollars. This does not include any alternatives or escalation costs. Phasing is possible with this concept and the Consultant Team has put together a simple phasing diagram for the site development and building for consideration.



Figure 8.5: Phasing Diagram New Concept Site Plan

### SITE PLAN CONCEPT OPTION 2 - NEW BUILD - PHASING PLAN

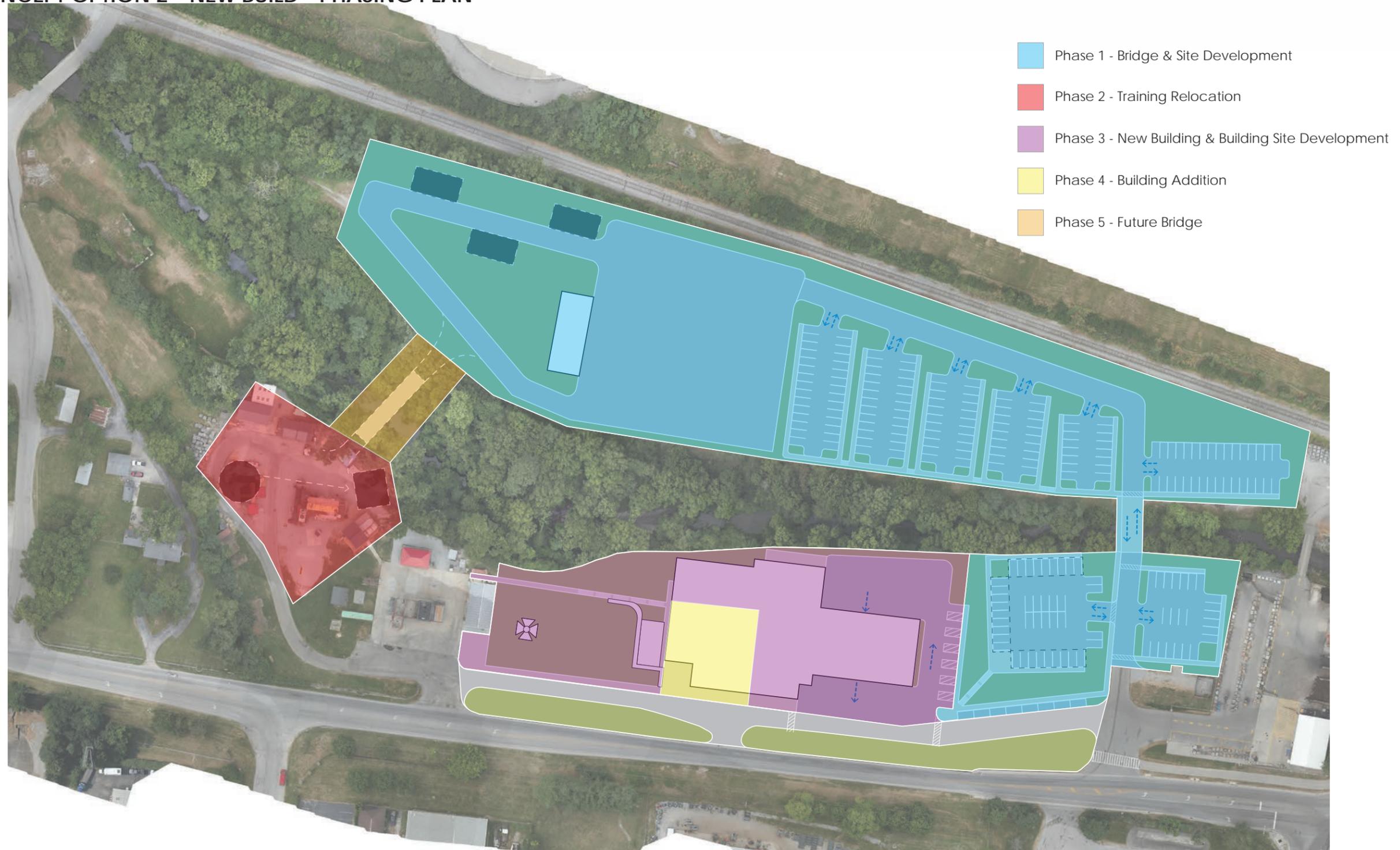
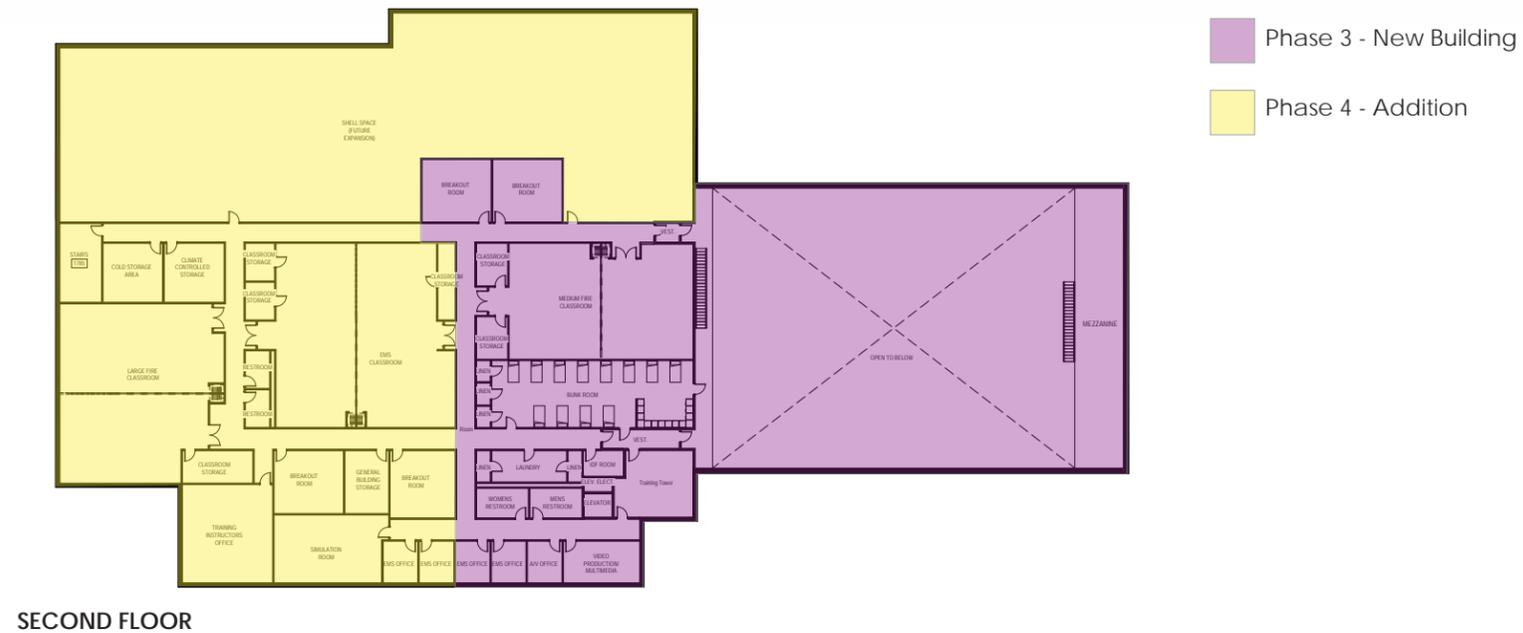


Figure 8.6: Phasing Diagram New Concept Floor Plan

## FLOOR PLAN CONCEPT OPTION 2 - NEW BUILD - PHASING PLAN





# 9

## CONSTRUCTION DELIVERY METHODS

### 9.1 INTRODUCTION

Construction projects can be complex and difficult for a municipality to manage. There are many forms of construction delivery available for a municipality to utilize. The Commonwealth of Kentucky and the various Architect, Engineering, and Construction organizations have also provided guidance to municipalities by outlining and providing some common regulatory requirements. Typically, the three main construction delivery methods that are utilized in municipal work are the following:

1. Design – Bid - Build
2. Design Build
3. Construction Management
  - Advisor
  - At Risk

For the most part, these are the easiest to procure and to monitor because the contracts are very straight forward and define each entities responsibility clearly. For this study, we will identify each of these methods and provide pros and cons of each method. Once the City leadership decides on the recommendations provided, a delivery method can be pursued based on the size and complexity of the recommended path forward.

There are some additional nuances to these delivery methods along with a few other delivery methods such as Private, Public, Partnerships (P3) and Crowd funding but these are more difficult to manage and are more complex contractually. For this study, we will not provide any information pertaining to these other methods.

### 9.2 DELIVERY METHODS

#### 9.2.1 Design – Bid – Build

This method is the most common method whereby there are three entities involved in the project. The owner, architect, and general contractor. The municipality (owner) hires an architect/engineer to design the project. Once the project is designed then it is bid on by local general contractors. Once a general contractor is selected the project is then built. The contract is held by the owner with the contractor and the architect is contracted directly with the owner and there is no contract between the architect and contractor.

The general contracting can be defined as constructing and managing an entire public improvement project, including the branches or classes of work specified, under the award of a single aggregate lump sum contract.

The architect prepares plans and specifications, cost estimates, and is liable to redesign the project if the public bids are over the owner's budget. The architect provides construction administration services as the owner's representative during construction and must enforce contract conditions and provisions.

The general contractor holds all contracts with subcontractors that do work on the project and is solely responsible for the project and assumes construction and financial risk.

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The success of this method depends on the quality of the general contractor and architect. It is advisable for the owner to have an in-house project manager.

This method is good for projects under \$10 million with minimal owner relocation. It is also beneficial if local subcontractor involvement is necessary. This can be used with any level of project complexity.

Advantages:

1. Contractors bid competitively based on complete documents.
2. Owner selects Architect on basis of qualifications or ability.
3. Architect is active in Construction Administration.
4. Design and Construction roles are clearly defined.
5. The owner is an active participant in the design process.

Disadvantages:

1. Phases are sequential and may require more time.
2. The owner is at risk for final construction cost.

### 9.2.2 Design Build

This method has become a popular method over the last 10 to 15 years in the municipal construction market. Typically, there is a Criteria Architect hired by the owner to help develop the program, preliminary design, conduct site analysis, preliminary cost data, assist in development of the financial plan, and parameters for the design build procurement package for the project.

Then the owner issues a request for qualifications and then shortlists those received and receives proposals from those shortlisted entities. They then select a Design Build Team consisting of a contractor and architect team based on the "best value". The municipality (owner) hires the design-build team to finalize the design of the project. The contractor can begin construction earlier as the project is designed and can control costs through the process. The contract is held by the owner with the design-build contractor and the architect is contracted directly with the design build contractor. The owner is contracted with the Criteria Architect.

Design-Build services can be defined as services that form an integrated delivery system for which a person is responsible to a public authority for both the design and construction, demolition, alteration, repair, or reconstruction of a public improvement.

The design-build architect prepares plans and specifications for permitting, final costing, final contract, and construction.

The Criteria Architect provides construction administration services as the owner's representative during construction and must enforce contract conditions and provisions.

The design-build contractor holds all contracts with subcontractors that do work on the project and is solely responsible for the project and assumes construction and financial risk.

The owner takes on the negotiation risk and has less control during construction.

This method is good for projects that are simple buildings and there is less stringent quality control or if the construction marketplace is limited. It is also good when the design-build team is the lessor on the project, for example, university housing or utility companies.

Advantages:

1. Perceived to be the fastest project delivery system.
2. Single source responsibility.
3. Early cost and scheduling.
4. Conflicts occur internally and may not involve Owner.

Disadvantages:

1. Construction costs may not be competitive.
2. Owner has little involvement.
3. Reductions in quality are possible.

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4. Documents generally are not complete when GMP is executed.
  5. Conflict of interest in role as designer and contractor.
  6. No objective agent to represent Owner's interests.
  7. Construction processes are generally not monitored.

### 9.2.3 Construction Management at Risk (CMAR)

This method is a very common method whereby there are three entities involved in the project. The owner, architect, and construction manager. The municipality (owner) hires an architect/engineer to design the project.

Then the owner issues a request for qualifications and then shortlists those received and receives proposals from those shortlisted entities. They then select a Construction Manager based on the "best value". They hire the construction manager to assist in pre-construction activities. The construction manager is also responsible for the bidding and construction of the project which is very similar to the general contractor. The contract is held by the owner with the construction manager and the architect is contracted directly with the owner and there is no contract between the architect and construction manager.

CMAR can be defined as a person with substantial discretion and authority to plan, coordinate, manage, direct, and construct all phases of a project for the construction, demolition, alteration, repair, or reconstruction of any public building, structure or other improvement and who provides the public authority with a guaranteed maximum price.

The architect prepares plans and specifications. The architect provides construction administration services as the owner's representative during construction.

The construction manager provides pre-construction services such as constructability, sequencing, owner phasing, relocation, and costing during design. Following an agreed upon percentage of completion of design, the CMAR is responsible for providing a guaranteed maximum price (GMP). The CMAR will then seek bids for multiple bid packages (typically 15 to 20 packages). They review the bids, and the contracts are held between the CMAR and the contractors. The CMAR provides on site management and is responsible for schedule and cost.

This method is good for projects over \$10 million or complex projects with phasing or owner relocation.

#### Advantages:

1. Architect still acts as agent for Owner.
2. Early cost commitment gives Owner project cost security.
3. Reduce Owner's burden in management of project.
4. The Construction Manager is responsible for managing the process and has more control of subcontractors.
5. Fast tracking and multiple prime contracts may speed up construction.

#### Disadvantages:

1. Added Cost due to fees for services. Like professional service fees (4-8%, plus expenses)
2. Bidding may be widespread and not as many local contractors.
3. GMP can vary and can be amended.

### 9.2.4 Construction Management Advisor

This method is like the CMAR however, the advisor does not have any "risk" as they are more of a mediator or advisor on project. The CM Advisor establishes the budget and schedule but does not control it.

The Advisor does not hold the contracts with the contractors. The owner holds all the contracts with the contractors.

This method is good for projects under \$10 million or complex projects with phasing or owner relocation.

#### Advantages:

1. Provides additional expertise to Owner.
2. May fast-track to speed process.
3. Initial cost estimating will help control construction costs.

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**Disadvantages:**

1. Added Cost due to fees for services. Like professional service fees (4-8%, plus expenses).
2. Multiple prime contracts add burden to Owner.
3. Less control serves only as mediator.





# 10

## NEXT STEPS

There are a series of steps to take moving forward from this study towards the development of new facilities for the City of Lexington and Lexington Fire Department.

1. Council Approval of this Report
  - City to decide which recommendations to pursue in the short term and long term.
  - City to develop a capital plan for improvements, equipment and staff allocation, and other recommendations.
2. City to decide which facility option should be pursued, and these steps would be necessary:
  - Phase 1 & 2 Environmental Assessment, if applicable
  - Geotechnical Investigations (Soil Borings) – Completed Initial report but additional investigation is necessary.
  - Topographic and Property Boundary Survey – Completed
  - Identify financing options.
  - Determine if Phasing is required and begin logistics planning
  - City to pursue temporary classrooms and office space
3. Contract Design Services for the facility(s) and phase(s)
4. Construction Delivery Method decision.





# 11

## CONCLUSION

In conclusion, the City of Lexington and Lexington Fire Department are in the early stages of planning for the next steps for the Fire Training Center and site improvements. The information in this report is offered to help in making those difficult decisions and determinations.

As noted earlier in the report, the current facility is heavily used for a variety of training opportunities for the Lexington Fire Department, including staff training, recruiting classes, Citizen Fire Academy, fire department banquets, dinners, and other internal events. The facility is also used for a variety of other events for the City of Lexington, local organizations, and Community outreach. The need for the improvement and enhancement of this facility is a great need for the Fire Department and should be a priority for the City. The delivery of fire services to the community is an essential and critical service that requires hours of training each year for the Fire Department to provide a high level of care and quality of service delivery to the citizens. The training center, if enhanced, provides better and more frequent training opportunities for the department, which provides an intrinsic value to the community because the more well-trained the department is the better service they receive in their greatest times of need. The training center, if it is enhanced, will also provide surrounding departments and agencies an opportunity to also enhance training and could be a revenue source for the City and Fire Department.

It is the recommendation of the Consultant, that at a minimum the City and Fire Department should renovate and expand the existing facility to improve and maximize the goals and objectives of the department by providing modern and more space for the Training Center. It is the Consultants recommendation that the best option for the City and Fire Department long term, is to construct a new Fire Training Center to not only provide them with a modern facility that enhances their training operations but ultimately improves their service delivery to their growing department which intrinsically brings better service to the community.

These recommendations in the report will create opportunities for the City and Fire Department to provide adequate services for several decades and provide the necessary modernization for its facilities and operations that will meet the current and future needs of the Fire Department. The recommendations in this study also give greater flexibility to the City and Fire Department so that implementation can take place as funds become available.

The Consultant Team is pleased to have been asked to perform this report and to work with the Fire Department to improve their operations and training center to continue to deliver a high level of training services to the Fire Department personnel, agencies, and citizens of the City and surrounding areas.



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# APPENDIX A - EXISTING CONDITIONS

Figure A.1: Existing Facility Condition Analysis

EXISTING FACILITY CONDITION ANALYSIS  
LFUCG FIRE TRAINING CENTER  
LEXINGTON, KENTUCKY  
PROJECT NO. 24057



July 5, 2024

## 1.1 Standards

The assessment of the existing fire training center included both the physical building and systems, as well as the operational efficiency. The assessment was based on Best Practice Industry Standards from the following codes or standards:

- A. International Association of Fire Chiefs (IAFC)
- B. International Association of Fire Fighters (IAFF)
- C. National Fire Chiefs Council (NFCC)
- D. National Institute for Occupational Safety and Health (NIOSH)
- E. National Fire Protection Agency (NFPA)
  - i. NFPA 1- Uniform Fire Code
  - ii. NFPA 1221 – Standard for the Installation, Maintenance, and Use of Emergency Service Communication Systems
  - iii. NFPA 1500 - Standard on Fire Department Occupational Safety and Health Program
  - iv. NFPA 1581 – Standard on Fire Department Infection Control Program
  - v. NFPA 1710 – Standard for the Organization and Deployment of Fire Suppression Operations Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments
- F. Safety and Health Considerations for the Design of Fire and Emergency Medical Services Stations
- G. Whole Building Design Guide (WBDG) National Institute of Building Sciences
- H. Kentucky Building Code (KBC)
- I. ADA Standards for Accessible Design
- J. Federal Emergency Management Agency (FEMA)
- K. Occupational Safety and Health Administration (OSHA)

## 1.2 Key Exterior Issues Identified

### 1.2.1 Site

1. There are no identifiable handicap parking spots in the parking lot for staff or the public. Accessibility is provided to the facility via the sidewalk in front of the building.
2. The public has access to the entire site via the roadways through the site. This is not ideal because it leaves the Fire Department’s vehicles susceptible to vandalism and damage.
3. There is not a designated grilling area. There is a designated outdoor seating area that is on the opposite side of the building from the current grilling area. Outdoor activities must take place in the way of the sidewalk and parking spots.

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4. There are potentially hazardous materials and fire equipment that are scattered around the site unprotected and potentially hindering site movement.
  5. The location of the emergency vehicle aprons causes potentially serious conflict between pedestrians, parked cars, and emergency vehicles.

### 1.2.2 Façade

1. Exterior doors are metal frames with single pane glazing providing minimal insulating value.
2. Joints and sealants need repair.
3. The windows are single pane glazing providing minimal insulating value. The sealants are deteriorated in places. These should be replaced in their entirety.
4. The concrete façade has cracks in it from building settlement which has led to unwanted openings in the walls and needs repairs.
5. The mortar joints of the CMU walls are primarily in good condition but have some areas in need of maintenance and repair.
6. No exterior wall insulation was found. Insulation will be required to meet current energy codes.

### 1.2.3 Roof

1. The existing roof is in okay condition. It is a ballasted roofing system over modified bitumen. The flashing is weathered with the sealant cracking.
2. The roof utilizes primarily gutters and downspouts. The downspouts are in relatively good condition.
3. The upper roofs utilize gutters and downspouts that drain down onto the lower roofs. This should be corrected as this method is prone to leaks.
4. The emergency generator for the facility is located on the roof. This makes it difficult to access for maintenance.
5. The air units are located on the roof and have faded materials and warps from the weather.
6. The skylights on the upper roof are sun faded with popped sealants.
7. Fall protection will need to be provided at all roof top equipment within ten feet of roof edges.
8. The existing roof structure consists of cantilevered double tee concrete beams that extend beyond the exterior walls. No thermal breaks were found at the intersection of exterior wall to beams, this can lead to condensation and mold concerns.

## 1.3 Key Interior Issues Identified

### 1.3.1 Fire Training Center

#### 1.3.1.1 General

1. There is typically a maximum of seventy-seven (77) people at the Training Center each day. The personnel currently consist of (17) Full-Time Employees. There are typically two (2) recruit classes at the Training Center.
  - a. (20-40) Firefighter Recruits that are split into two (2) 6-month classes per year.
  - b. (20-40) Paramedic Students that are in a one (1) 9-month class per year.
2. The Training Center currently houses:
  - a. (3) Fire Engines – All stored in the Bay
  - b. (1) Ladder Truck – Stored in the Bay

pg. 2

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- c. (3) 15-Passanger Vans – Stored on Site
  - d. (9) Small Fleet Vehicles – 2 stored in the Bay, 7 stored on Site
  - e. (2) UTVs – All stored in the Bay
  - f. (1) Utility Trailer – Stored on Site

#### **1.3.1.2 Vehicle Bays**

1. Storage for miscellaneous equipment is along the exterior walls of the bay. There is also a small stage in the bay used for presentations.
2. There are gear lockers in the bay because there is not enough space in the gear room.
3. The bay is not large enough for the size of the apparatus. With the additional amount of equipment stored in the bays this limits the maneuverability of staff and ability to open and close vehicles.
4. The bay utilizes one (1) overhead sectional door while storing up to four (4) vehicles at a time. This makes vehicle maneuverability severally limited and greatly increases the likelihood of an accident damaging the trucks.
5. The bay does not have any floor drains. There is limited ability to keep the bay floor dry during rain or snow events since the drainage is minimal. This is dangerous for the crew and inefficient for them to have to manually evacuate water and debris from the bay floor.
6. The pendant lights are old but seem to be in good condition. The lights are not the correct fixtures for this environment.
7. The floor slab has several cracks in it due to the weight of the vehicles. The joint at the lobby flooring is deteriorated.
8. The vehicle bays are separated from the living and office areas by a CMU wall with no vestibules. It is not evident if the 2-hour separation is achieved due to current conditions. It is assumed that this is not achieved per today's building code. This is not the best practice for apparatus bays.
9. The vehicle bay area currently has no vehicle exhaust extraction system. This should be added to protect the occupants within the building and to meet current codes.

#### **1.3.1.3 Lobby / Vestibule**

1. There is no vestibule.
2. The lobby is open to the public with no reception area and is not secure to keep the public out of the rest of the training center.
3. The lobby is in good condition and is used for displaying miscellaneous Lexington Fire Department memorabilia. More space is needed to display all the Fire Department's items.
4. The exterior wall of the lobby is a precast concrete wall system, no insulation was noted.

#### **1.3.1.4 Public Restrooms**

1. Restrooms are limited in the building. The restrooms are small and do not meet current building and plumbing codes for size and quantity needed to comply with the codes.
2. There is limited ADA required clearances and turning radiuses. These do not meet current ADA accessibility codes.
3. The restrooms and showers have general cosmetic needs like new fixtures, tile, etc.

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#### 1.3.1.5 Administrative Suite

1. The offices are limited in size for typical administration office use but do accommodate a desk and chair and some other amenities. The lack of storage has caused many of the offices to be used for storage and office space.
2. There are cosmetic needs such as ceiling systems, flooring, paint, and wall base, etc.
3. Storage and filing for these offices are severely limited and additional space is needed for the department.
4. There is not a dedicated room for an administrative conference room. The common space between the administration offices is used as a small conference room.
5. The administrative suite is located directly off the apparatus bay. A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.
6. The administrative suite currently does not have direct viewing of the entry doors or lobby area.
7. The administrative suite walls are not sound rated.

#### 1.3.1.6 Classrooms

1. Classrooms are located off the bay with access also from the exterior. A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.
2. The classrooms are small for the number of trainees and other staff that use the classrooms daily.
3. There is not proper storage accommodation for the classrooms and training props and other equipment must stay out in the bays.
4. The technology in the rooms is outdated.
5. The classroom walls are not sound rated.

#### 1.3.1.7 Training Officers Office

1. The EMS Office is a shared common area with several desks that are overcrowded and require more space for filing and gear.
2. A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.
3. The office walls are not sound rated.

#### 1.3.1.8 Bunk Room

1. The bunk room is located upstairs. The stairs are not compliant with the codes for treads and railing requirements.
2. The room is too small for the standard needs of the staff. The rooms have limited storage.
3. The rooms are adjacent to the Apparatus Bay with no vestibule. This can cause exhaust to enter the living areas which is against NFPA standards. The walls are not soundproof, which causes issues for staff sleeping. This is a community sleeping room which has its own problems with the snoring and use of C-Pap machines. A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.



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4. The lighting in this room is not efficient and is not tied to the station alerting for adjustable light levels for those coming out of sleep when a call comes. This is per industry Best Practices for health and safety of the firefighters.
  5. There are general cosmetic needs in the room such as flooring, wall base, ceiling systems, painting, etc.
  6. This area is currently not accessible and would require an elevator to meet current code requirements.
  7. The walls are not sound rated.

#### **1.3.1.9 Kitchen**

1. The kitchen area is small and cramped. There is limited dining space.
2. The kitchen is a residential grade with solid surface counters and wood cabinets.
3. Lighting in this area is old fluorescent lights.
4. The overall quantity of storage space and appliances for staff and trainees is not adequate for current needs.
5. A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.

#### **1.3.1.10 Conference Room**

1. There is limited conference room space in the building. The room has miscellaneous storage in it.
2. The technology in the room is outdated.
3. There are general cosmetic needs in the room such as flooring, wall base, ceiling systems, painting, etc.
4. A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.
5. The walls are not sound rated.

#### **1.3.1.11 EMS Office & Storage**

1. The EMS Office is crowded with little area for desk space.
2. The room is used mainly for storage, which severely limits the operational use of the office.
3. The EMS storage room is small and does not accommodate the needs of the department.
4. A two-hour fire-rated separation with a vestibule should be added to keep contaminated areas separated and to meet current codes.
5. The walls are not sound rated.

#### **1.3.1.12 Bay Storage**

1. The Storage Room is small and additional storage capacity is needed for the bays.
2. There are a few storage shelves around the bay. These are not sizable for any significant storage, so the bays are being used for storage of a variety of equipment, supplies, furniture, vehicles, and other miscellaneous items.
3. Some gear lockers are in bay which is not preferred due to the UV degradation and exposure to contaminants and vehicle exhaust.
4. The Gear Room has general cosmetic needs such as ceiling systems, flooring, paint, and wall base, etc.

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#### 1.3.1.13 Cascade & Tool Rooms

1. The Cascade Room is small and needs more space to adequately accommodate the needs of the department.
2. The Tool Room is small and has limited space to perform maintenance duties.
3. The rooms are used for additional building and janitorial storage.
4. Access to these rooms requires personnel to exit the main building. The adjacencies of these rooms is not ideal and should be better located.

#### 1.3.1.14 Electrical / Washroom

1. The gear wash area is located away from the Apparatus Bay through the kitchen. This is not best practice because it requires contaminated gear to be brought through an eating area to be cleaned.
2. The washer and dryer are in the electrical room and are inadequate in number for the size and number of staff at the Training Center. Per Best Practices it is advised to add a decontamination room, and laundry room dedicated to the Apparatus Bay for staff convenience and to keep contaminated areas separated.

### 1.3.2 Structure

1. The existing facility constructed in 1969 consists of a one-story load bearing concrete block for all exterior and bearing walls with the exception of the front wall which is pre-cast concrete. The roof over the high bay (vehicle bay) consists of steel bar joists 36" deep @ 5' 0.c. clear spanning the bay and bearing on 12" concrete block walls. The roof decking over the high bay area is steel roof decking.
2. The lower roof areas (classrooms, offices and lobby area) consist of exterior 8" load bearing concrete block and the roof structure is pre-cast concrete double tees (approximately 18" deep with ribs at 2' on center. These concrete double tees cantilever past the exterior block wall creating an overhang.
3. There are two additions to the low roof areas along the west end. The oldest addition consists of concrete block walls and wood roof framing. This addition appears to have a foundation and to have been constructed to commercial standards from a structural standpoint. The more recent addition does not have a foundation and appears to be a slab poured on asphalt. This newer addition does not appear to have been constructed in accordance with the Kentucky Building Code and should be considered a temporary structure for storage only.
4. The existing precast concrete bridge over the town branch creek to the rear of the property was briefly reviewed and agree with the provided report from DLZ that the bridge itself is in poor structural condition and needs to be replaced. The abutments could potentially be re-used if the same size and location works for a potential replacement precast concrete bridge.
5. In general the overall structural condition of the original building appears to be sound and suitable for renovations/reuse. The few items noted were some minor cracking of the concrete block, especially over and around openings. It is likely none of the concrete blocks are grouted or reinforced. This was acceptable and met the structural loading requirements of the Kentucky Building Code in 1969. I recommend the cracking areas of the concrete block be tuck-pointed and partially grouted in the areas of cracks.
6. The added apartments inside the high-bay area were constructed with wood and do not appear to be in compliance with the Kentucky Building Code. It is most likely these apartments would need to be replaced and reconstructed with non-combustible materials.



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## 1.4 Operational Assessment

### 1.4.1 General Analysis

1. The existing Training Center does not provide an ideal or functional layout for a modern Fire Training Center with modern staffing requirements, vehicles, equipment, and apparatus that is utilized in the 21<sup>st</sup> century. The configuration of the spaces affects the operational efficiency and resulting response times. The facility does not have adequate separation of public and staff spaces.

### 1.4.2 Exhaust and Carcinogen Systems

1. Protection of First Responders from exhaust carcinogens and contaminants is a critical concern in today's work environment. The various standards address these concerns and provide requirements for proper safety and precautions that should be adhered to for the safety of First Responders. Exposure to these elements is a significant contributing factor for the high rate of cancer in Fire Fighters.

### 1.4.3 Exterior

1. The roof has minimal insulation thickness. The current energy code requires a minimum rating of R25 to R30 for roof insulation value. The efficiency of the mechanical systems and the energy efficiency of the building is greatly compromised.
2. The exterior windows of the facility are single glass pane windows. These windows do not meet the current Building and Energy Codes. They are very inefficient and cause a tremendous amount of heat loss and heat load for the building. This also puts undue stress on the HVAC system creating energy inefficiencies.
3. The exterior walls appear to have no thermal insulation, selective demolition would be needed to confirm.

### 1.4.4 General Interior

#### 1.4.4.1 Lobby / Main Entry

1. The main entry is good size but does not have a vestibule or access to a receptionist. A window should be in the vestibule to allow for direct communication between the Fire Department Administration and the Public.
2. The main lobby allows for access to the entire building. Access points should be installed to restrict public access to the rest of the building. The current situation makes access to the building inadequate for public use, but access to employee areas unrestricted and unsafe.
3. There should be adequate restrooms off the Lobby that are ADA compliant and meet all the requirements of the current building code.
4. There should be general signage for public use.

#### 1.4.4.2 Bays

1. The Vehicle Bays are not only used for vehicle storage, but they are also utilized for storage of gear and other equipment. Due to the limited storage and support areas of the Bay, the Bay itself is unable to provide adequate maneuverability for equipment and Staff. This causes an undue burden on daily operations and can result in higher response times and potential injury to staff.
2. The Bays do not have proper NFPA clearances for equipment. The bay widths are not adequate per current standards. The width does not allow for maintenance of the apparatus from the sides or access to equipment in the vehicles.
3. There are no drains in the Bay. This makes it difficult for vehicles to be cleaned and maintained during inclement weather.

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4. There is one apparatus bay that is not a drive-thru bay. This allows for the potential for accidents from backing into the bays causing significant damage and cost to equipment and the building. The bay can accommodate multiple vehicles if parked properly. Bays should be drive-thru, if at all possible, per NFPA Standards and Best Practices. This may not be possible in the current building but should be explored.
  5. Gear is housed in the Bays. Gear should be housed in a separate Storage Area to protect from carcinogen contamination.
  6. Lockers should be sized at a minimum of 24" x 24" x 72".
  7. The Apparatus Bay utilizes a sectional door. These doors create maintenance and safety issues for the Department. The use of newer technology such as bi-fold or four-fold doors would be beneficial, not only from a maintenance and operation perspective, but also from a response time perspective. If these are not economical, the sectional doors should be modified to heavy-duty commercial sectional doors with higher use cycles and safety features.
  8. There is no Decontamination Room in the facility. A Decontamination Room should be provided that allows for decontamination of gear and staff. This should also allow for quick access to a shower. Per NFPA Standards and Best Practices, this will minimize the tracking of contaminations into the living areas.
  9. There is not a restroom in the Bay area. There should be a restroom facility provided in the Bay adjacent to the Decon Room. Per best practices, this is highly recommended to minimize tracking of contaminants into the living areas.
  10. A two-hour fire-rated separation should be added at all walls and openings shared with the apparatus bay.

#### **1.4.4.3 Bedrooms / Dorm Room**

1. The dorm room is a community area with beds and personal storage units for the firefighters. This arrangement is acceptable but in industry best practices and modern trends, these are going to individual bunk rooms due to C-Pap and snoring issues and privacy. It also does not allow for gender separation.
2. If individual bunk rooms were pursued these should have adequate space to accommodate a small desk, bed, nightstand, and a set lockers or closet.
3. The dorm room does not have windows to the exterior. As a means of health, safety, and welfare of the staff, there should be means of natural light and the use of black out shades can help darken the room.

#### **1.4.4.4 Offices**

1. The office arrangement at the station is not desirable as the offices are shared spaces.
2. NFPA Standards and Best Practices for Fire Station design locate all offices in a general Administration Area. This would minimize duplication of spaces and services such as the need for copy machines, filing cabinets, etc. This will also prevent the public from entering the workspace of the staff.
3. Office(s) should have visibility to exit and entry aprons, which currently is not possible.
4. Office(s) should have full walls for privacy and less distractions while working.
5. There should be separate rooms with adequate space for a reports room, a fire prevention office, EMS offices, conference rooms, and a code review area which is not available now.



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#### 1.4.4.5 Storage

1. The storage capacity of this building is woefully short of the needs of the station. As aforementioned, the Bays are being utilized for storage as are other Staff spaces.
2. The bay storage is also inadequate for the storage of supplies.

#### 1.4.4.6 Kitchen and Dining Room

1. There is no true dining room, but an eating area is located in the kitchen.
2. The Kitchen is too small for the use of the facility. The kitchen should be larger to accommodate the proper clearances around the equipment, appliances, and cook top.

#### 1.4.4.7 Locker Rooms and Restrooms

1. NFPA Standards require that Locker Rooms be accommodated and be gender specific including the restrooms and shower facilities. The current facilities are not adequate for the size of this department or per the Plumbing Code. These facilities should be enlarged and provide ADA accessible fixtures.
2. Lockers should be sized at a minimum of 24" x 24" x 72".
3. The lockers should accommodate current ADA accessibility codes and provide adequate facilities for the number of first responders and staff who use the facility.

#### 1.4.4.8 Classrooms

1. Classrooms should be large enough and flexible to accommodate the many recruit classes that use the Training Center daily.
2. Classrooms should have adequate storage for the tables and chairs used by the classes.

#### 1.4.4.9 Miscellaneous Support

1. There should be two laundry areas. A Laundry Area in the Living Area separate from a laundry area in the bays to minimize contamination in the Living Areas.
2. There is not a fitness area in the facility which does not meet NFPA Standards or best practices. The fitness area should be near the living areas away from the bays and dirty areas of the facility.
3. The fitness room is a vital part of the firefighter conditioning and overall health. Due to the duties of their positions, they need to be in top physical shape and a fitness room would allow them to use it while on duty and not have to go to another location. This encourages fitness and is beneficial to both the Fire Department and the firefighters.
4. The Tool Room should have adequate storage and a work bench to accommodate all department maintenance needs.
5. The Cascade Room should have adequate space for all the SCBA equipment and for future training and storage needs.

#### 1.4.4.10 Technology

1. The detailed investigation of communications and technology was beyond the scope of this assessment.
2. At the time in which this building was built, technology was not as great a concern for computer and phone access, however, over time, technology demands have required installation of phone and data jacks throughout the building. These have been done during the life of the facility and they have been surface-mounted where needed for use.

3. There are multiple locations that were viewed during the review where technological equipment has been installed in spaces which are not dedicated to technological equipment. Many of these areas do not have the proper HVAC components to maintain humidity and temperature control. The equipment is also unsecure and the opportunity for vandalism or damage exists.
4. There is a limited access control and surveillance system provided for the building. Security is limited.
5. In many instances, proper labeling is not provided on wiring, jacks, or boards.
6. There should be dedicated rooms with adequate space for the Department's technology storage needs such as for radio equipment.

#### 1.4.5 Energy Efficiency

1. As noted throughout the Operational Assessment, there are various items that have energy implications, such as the roof, HVAC, lighting, and plumbing fixtures. These items can be addressed to increase the energy efficiency of the facility. These decisions are beneficial and will also increase the quality of life of the facility.
2. Other items for consideration are as follow:
  - a. Install a building automation system with night setbacks. This will help reduce energy consumption. Understanding that this building is primarily a 24/7 facility, the energy reduction is minimal in comparison to typical public facilities, however, it would still provide operational cost savings over the life of the building.
  - b. Install a lighting control system. Lighting will be turned off by occupation or motion sensors if rooms are not being utilized.
  - c. Automatic flush valves and faucets will reduce water usage.
  - d. New energy efficient windows and daylight harvesting controls in the facility will reduce energy consumption. This will also benefit the HVAC system, reducing the load on the system, therefore decreasing energy use and operation costs.
  - e. The use of ceiling fans throughout the facility will minimize the energy consumption of the HVAC system.
  - f. Utilization of proper exhaust methods and the creation of positive and negative pressure areas in the facility will deter a "sick building syndrome". This will also benefit the health and welfare of the staff.
  - g. Increasing insulation on the exterior walls and roof will mitigate heat loss in the building. This will reduce the load on the HVAC system, making it more efficient and reducing operational costs.
  - h. The use of an energy recovery unit would be a benefit to the facility. This would allow for energy generated by the HVAC and exhaust systems to be recaptured and converted to heat or a tempered distribution.

*Jonathan Chesser* 07/05/2024  
 Jonathan Chesser, Associate AIA  
 Assistant Project Manager



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## A.1 PRELIMINARY BUILDING CODE AND ADA COMPLIANCE REVIEW

A preliminary Building Code and ADA Compliance Review was developed and used during the analysis and assessments to identify any building code or accessibility deficiencies throughout the facility. The building is not subject to compliance with the current codes if no renovations or improvements are undertaken. They would only be required to meet the current codes and guidelines if improvements or renovations are conducted.

The following Building Code review is based on the International Building Code (2015 IBC), and the State of Kentucky Building Code (2018 KBC), and 2010 ADA and ANSI Guidelines.

## A.2 CODE DATA ANALYSIS:

### A.2.1 Building Area (Section 503)

#### Area included within exterior walls:

Group B = 7,370 SF

Group R-2 = 809 SF

Group S-2 = 8,884 SF

**Total Area = 17,063 SF**

#### Occupancy Classifications (Chapter 3 and Chapter 10):

Group B Occupancy (Section 304.1, Table 1004.1.2) Business

100 Gross SF/Occupant Maximum = 7,370 SF/100 = 74 Occupants

Group R-2 Occupancy (Section 310, Table 1004.1.2) Residential

200 Gross SF/Occupant Maximum = 809 SF/200 = 5 Occupants

Group S-2 Occupancy (Section 311.3) Low-Hazard Storage

200 Gross SF/Occupant Maximum = 8,884 SF/200 = 45 Occupants

**Occupancy Separation (Table 508.4):** A 1-hour separation is required to separate Group R and Group S-2. A 1-hour separation is not evident per the Existing Building Condition Assessment.

#### Allowable Height and Area (Table 503 and 504):

Type IIB – 3 Stories, 23,000 SF/Floor. The existing building is two story which = 17,063 SF. The existing allowable height and area meet the current Building Code.

#### Type of Construction (Chapter 5 and Chapter 6):

Type IIB is assumed based on existing materials encountered during the Existing Condition Assessment and existing drawings.

Sprinkler System (Section 903, 904, 905): A sprinkler system is required throughout the building. The existing building does not have a sprinkler system.

Fire Extinguishers (Section 906): Portable Fire Extinguishers are not provided throughout the existing building.

Fire Alarm System (Section 907): A fire alarm system is required throughout the building. The existing building has no fire alarm system.

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## Fire Resistance of Building Elements for Type IIB (Table 601):

Structural Frame = 0 hr.  
Bearing Walls – Exterior = 0 hr.  
Bearing Walls – Interior = 0 hr.  
Non-Bearing Walls – Exterior = 0 hr.  
Non-Bearing Walls – Interior = 0 hr.  
Floor Construction = 0 hr.  
Roof Construction = 0 hr.

## Fire-Resistance Rating Requirements for Exterior Walls of Type IIB (Table 602):

Less than 10' (fire separation distance) = 1 hr.  
Greater than 10' and less than 30' (fire separation distance) = 0 hr.  
Greater than 30' (fire separation distance) = 0 hr.

## Means of Egress:

**Occupant Load** = 124 Occupants

Number of Exits (Table 1006.3.1) 2 Required. The existing building has multiple exits. The exits do meet the current code.

**Exit Access Travel Distance (Table 1017.2)** = 200 feet

**Minimum Width of Exit Passage (Section 1005)** = 44":

The existing building meets this requirement in most locations; however, any modifications to the building will be needed to meet this code requirement for all exit corridors.

**Minimum Corridor Width (Sections 1005.1 and 1018.2)** = 44":

The existing building meets this requirement.

**2012 R-Values (International Energy Conservation Code)**

(ci = continuous insulation)

Roof = R-25 ci

Walls Above Grade = R-9.5 ci

Slab-On-Grade = R-10, for 24" below slab and depth of 10' vertically.

The current R-values are not met with the existing building envelope construction. These R-values should be considered if any modifications are pursued to aid in energy efficiency of the building.

## Plumbing Fixture Count (Kentucky State Plumbing Code) – Mixed Occupancy (B, R2, S2)

**Storage (S2) need minimal fixtures and are covered by the more stringent use groups.**

## Occupancy 124 = 62 Males and 62 Females

**Business (B) Fixture Requirements**

**Water Closets:**

Male = 4 Required, Have 2 Existing and 2 Existing Urinal

Female = 4 Required, Have 2 Existing

Unisex = 0

**Lavatories:**

Male = 4 Required, Have 2 Existing

Female = 4 Required, Have 2 Existing

---

Unisex = 0

Service Sinks = 1 Required, this is met.

**Drinking Fountain:**

1:75 = (1) total fountains required, (1) ADA Accessible Unit Required. There is 1 water fountain in the building, but it does not meet the ADA Accessible Unit requirements.

**Showers:**

Male = Not Required, have none

Female = Not Required, have none

Residential (R2) Fixture Requirements based on 5 Occupants.

**Water Closets:**

Male 1:10 = 1 Required, Have 1 Existing and 2 Existing Urinal

Female 1:10 = 1 Required, Have 2 Existing

Unisex = 0

**Lavatories:**

Male 1:10 = 1 Required, Have 2 Existing

Female 1:10 = 1 Required, Have 2 Existing

Unisex = 0

Service Sinks = 1 Required, Have 1 Existing

**Drinking Fountain:**

1:75 = (1) total fountains required, (1) ADA Accessible Unit Required. There is 1 water fountain in the building, but it does not meet the ADA Accessible Unit requirements.

**Showers:**

Male = 1 Required, have none

Female = 1 Required, have none

**Parking:**

Public Stalls = there are 70 existing spots.

Handicap Stalls (Regular and Van Accessible) = Minimum of 3 Required (Table 1106.2), 0 Existing but plenty of parking area to provide the required numbers.

**Restrooms:**

- There are not enough total fixtures for the Code Requirements, and ADA accessibility is limited.
- The existing Restrooms have limited ADA accessible toilet fixtures provided; however, the restrooms are not large enough to meet all the current ADA or ANSI accessibility codes with respect to clear floor space and clearances.
  - The restrooms and individual stalls need to have a 60" clear turning radius which they do not have currently.
- The Restrooms do not have the required clear turning radius or clear floor space in all locations.
- There are no showers located in the building. Showers need to meet ADA accessibility requirements for transfer or pull-in type showers.

**Doors:**

ADA clear floor space and maneuvering clearances do not meet current ADA or ANSI accessibility standards in all cases.

**Egress:**

Exiting through adjoining spaces is not acceptable. Currently, there are instances where the second means of egress would need to go through other spaces or through an Apparatus Bay (S-2) which is not admissible by the Building Code in all cases. The second floor Bunk Rooms (R-2) does not have multiple means of egress available which is not admissible by the Building Code in all cases.



**Lexington Fire Training Center**  
**PROJECT NO. 24057**

**Present: Charlie Schneider, Brandstetter Carroll Inc.**



**10:00 am**  
**July 3<sup>rd</sup>, 2024**

1. The site is located on the North side of Frankfort Pike. There are three access points into the site. All three are asphalt. The first 25% (east) of the site, Trail Branch has been extended. That project was recently completed. The first entrance has proper traffic control (cross walk, stop sign, etc.), the other two are wide and shallow and lack any controls.



2. Moving west on Frankfort Pike there is an old four plank fence that extends the length of the site, it is in need of minor repair and repainting. There are also two dry stacked stone masonry pillars, one of which is in need of repair. It may have been hit by a vehicle at some point.



- 
3. In the center entrance there is an asphalt hump installed to divert drainage down to the ditch so that water does not come directly onto Old Frankfort Pike.



4. Moving west on the site there is a fair number of classes going on at the facility today. A lot of vehicles are parked on the grass towards Old Frankfort Pike. If this area is to be used for parking regularly, the area should be paved, or better stabilized with grass pavers.



5. There is an old foundation in that same area that does not appear to be used at this time. It is recommended that the foundation be removed.



- 
6. The drive from the main training facility building to west training areas is in need of replacement, it is evident that the subgrade has failed. The asphalt pavement is cracked and "alligatored".



7. There is an old set of bleachers between the facility. There is some undermining of the foundation occurring due to storm water runoff, if the bleachers are being used, the foundation should be repaired, if they are unused, it is recommended they be removed.



8. The rock wall on the western most entrance is beginning to fail and deteriorates more as you move westward.



9. Moving to the parking lot on the left side of the same building, again the asphalt is older and there is a lot of cracking signifying failure of subgrade. There is a water storage tank and shed at the end of the lot.



10. Runoff from storms is directed towards one corner of the parking lot and drains directly into Town Branch. It is recommended that storm water runoff be sent through a water quality unit. Storm water quantity should be looked at as well, but as a broader look at the Town Branch Watershed.



11. On the west side of the building there is a small retaining wall adjacent to the parking area. It is in fair condition. The fence/rail on top of it stretches along the parking area and is in good condition. The concrete adjacent to the building is in fair condition.



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- 
12. The downspouts are connected to underground storm system. I did not see an indication of where that storm pipe leads, most likely directly to Town Branch.



13. On the west side of the building at the front there is a set of four steps. There are no handrails on these steps. It is recommended that handrails be added to meet current codes.



14. On the front side of the building there is sidewalk about 4' off the face and in fair condition. There is no curb so it is flush with the asphalt, therefore no ADA ramps but there is also no tactile warning strips at the front of the building.



- 
15. Moving to the east side of the building there is a parking lot that is adjacent to the building. Asphalt is again in the same similar condition. May be a little more wear and there is some recent repairs for a gas line installation.



16. The sidewalk on the east side of the building is in similar condition to the other walks. Downspouts again are in good condition and lead to a pipe most likely draining to Towns Branch.



17. The sidewalk and asphalt are flush but there are no tactile warning strips as you walk out into the parking area. It is recommended to installing parking bumpers and tactile warning strips at entry/exit points along this walk.
18. All the stripping in the parking lots needs to be repainted.

19. Moving on the backside of the building there is an additional asphalt parking area that extends straight up to the building. There is no sidewalk in this area. The rear two doors have a six-inch step down as you exit. There is a downspout here that has been damaged and splashes directly onto the asphalt pavement. It is recommended to install concrete stoops at these locations and repair the downspout.



20. There is a dumpster pad at the rear of the building and a surround, the surround is in poor condition. There are no gates for this and there is no concrete pad for the truck to stop and maneuver on. However, the asphalt has held up remarkably well considering. Location could be improved. At least the angle for the approach of the dumpster should be modified.



21. Moving over into the adjacent parking lot to the east, this parking lot is for using cars for training. Asphalt is in good condition in this area, concrete pads are in fair to good condition considering their intended use.



22. In this parking area there is some remnants of an old foundation. It is used for their training vehicles. It is in poor to fair condition.



23. As we move on down to the bridge crossing into the rear area, the asphalt here is in good condition and was just repaved when they extended the trail.



24. The bridge over Town Branch has been condemned and will need to be replaced.



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25. Drives leading up to and from the bridge are in fair condition.



26. The property on the back side of Town Branch, between the creek and the railroad is an old storage yard for various materials. Mostly paved asphalt in fair to good condition until you get to the top where it turns more into asphalt in poor condition and then just straight into gravel.



27. Adjacent to the asphalt areas are various concrete foundations and bins. Various types of materials gravel, soils, mulch, bricks and other items. This area slopes rather gently from the bridge, westward up behind the fire training facility. Slope is never great but is probably an estimated 20' rise. At the very top of the upper area is a large soil stockpile and more various materials. Topsoil earth is just old waste material and appears to be rather good soil.



28. Like the main side of the site, there is no storm drainage, no retention, all runoff and goes directly into Town Branch. Again, Water Quantity would require a larger study of the Town Branch Watershed, water quality should be addressed.

- 
29. Final item on this side to the east of the bridge, as you come across Town Branch to the east there is an old structure with a tank on top, The structure appears to be a water storage tank to fill water trucks.
30. There is no access point except for one window area on the west side, about 1/2 way up the wall.



*If you should disagree with any information contained herein, please kindly notify our office in writing within 5 days of receipt of this memorandum.*

Charlie Schneider      07/01/2024

CLS/lg

C: \_\_\_\_\_

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File





**FIRE TRAINING ACADEMY MEP STUDY  
INITIAL REPORT**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY**

SUBMITTED BY |

**PALADIN, INC.**  
121 OLD LAFAYETTE AVENUE  
LEXINGTON, KY 40502

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RELEASE | JULY 2024

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2. Construction Cost Estimate Options



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## EXECUTIVE SUMMARY



Paladin, Inc. was contracted to perform a Mechanical, Electrical, Plumbing (MEP) Study at the Lexington Fire Department (LFD) Fire Training Academy Campus located at 1375 Old Frankfort Pike, Lexington, KY 40504 for the Lexington-Fayette Urban County Government (LFUCG).

Paladin completed the walk-through of the facility and observed MEP systems on the property on July 3, 2024.

The 1969 property is an approximately 16,400 square foot building that is not served by a physical plant; all mechanical HVAC equipment and systems are stand-alone systems. The MEP systems have been replaced at different stages of the building's life where the HVAC, consisting mostly of packaged Rooftop Units (RTUs), was replaced approximately in 2001.

The lighting in the facility has been replaced at various points in the past. The latest partial replacement occurred in 2017. Prior to the 2017 lighting replacement, an upgrade to LED fixtures occurred in approximately 2010. The electrical distribution system has been upgraded as necessary at varying intervals. The main switchboard is original to the building, while the majority of the electrical distribution panels are estimated to have been replaced in 2008. A backup generator serves the west side of the building and was installed in 2015.

Plumbing fixtures were replaced in approximately 2009. Two domestic water heaters serve the building: one tankless and the other traditional tank style. The domestic water heaters were replaced in 2015 and 2023, respectively.

Finally, an interior addition was added in 2023 that included office and bunk space. The MEP fixtures in the 2023 addition were installed new with the addition.

This report reviews the findings from the MEP conditions walk-through. It also documents Paladin's recommendations and opinion of costs for the identified Facility Improvements Measures (FIMs)

Overall, Paladin's opinion is that there is \$390,000 of MEP work to be performed to reduce the risk posed by MEP systems that are approaching the end of beneficial use as well as reduce the cost of operations.

**LEXINGTON FIRE DEPARTMENT - FIRE TRAINING ACADEMY**

**SUMMARY OF MEP STUDY COST OPINION**

<b>SYSTEM</b>	<b>GENERAL CONDITION</b>	<b>OPINION OF COST</b>	<b>PRIORITY</b>
<b>TOTAL</b>		<b>\$ 390,000</b>	
PACKAGED ROOFTOP UNITS	The RTUs (7 total) have exceeded their operational life and are showing increased signs of age. The facility is often outside of the temperature range desired by the occupants, which is largely caused by the failure of these units.	\$285,000	HIGH
ELECTRICAL DISTRIBUTION	The main switchgear is outdated, and the industry no longer recommends the use of its make and model. There is a high risk to the facility if this equipment were to fail.	\$75,000	HIGH
LIGHTING FIXTURES	The light fixtures have been replaced at various points over the life of the facility. The majority of fixtures have been converted to LED. Converting or replacing the remainder of the fixtures (48 total) to LED would yield some boost in energy efficiency.	\$10,000	MODERATE
TERMINAL DEVICES	The packaged terminal air conditioning units (2 total), exhaust fans (4 total), and unit heaters (2 total) have exceeded their operational life or are nearing it closely. To allow for extended use of the facility as it is, a replacement of these units would be necessary.	\$15,000	LOW
PLUMBING FIXTURES	The plumbing fixtures have been upgraded in 2009 and the fixtures do not show concerning signs of aging. These fixtures are able to continue their use with very little risk. However, one lobby water fountain has well exceeded its operational life, needing replacement.	\$5000	LOW
HVLS FANS	The HVLS Fans serving the Bay are in good condition and still appear to have the majority of their operational life remaining. Very little benefit would be gained from their replacement at this time.	\$0	LOW
BACKUP GENERATOR	The generator has been well maintained and is in good condition without showing dramatic signs of aging. Replacement of this unit would be costly with very little gained benefits. Replacement of this unit is not recommended at this time.	\$0	LOW
DOMESTIC WATER HEATERS	Both domestic water heaters are in good condition and have well over a decade left of remaining operational life. There is little risk of these failing in the near future.	\$0	LOW
2023 ADDITION	All MEP equipment in the new 2023 addition is unnecessary to replace as it is at the beginning of its operational life.	\$0	LOW





## **SECTION 2: OVERVIEW OF MEP CONDITIONS**

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## OVERVIEW OF MEP CONDITIONS

### MEP STUDY OBJECTIVES

Paladin was contracted to complete an MEP investigation of the Fire Training Academy. The primary objectives for this project are:

1. Evaluating all mechanical, electrical, and plumbing systems for the building. This includes air handling systems, singular equipment such as mini-split systems and unit heaters, electrical distribution panels, and domestic water heaters.
2. Determining the prioritization of repairs and replacements needed for the facilities
3. Supporting the agency in identifying other improvements that would align with standards and operational requirements.

Paladin has organized this information into an MEP inventory management log and a list of findings and recommendations with estimated costs for performing corrective action.

### MEP CONDITIONS OVERVIEW

During Paladin's initial site visit on July 3, 2024, it was found that the majority of spaces were outside of the desired space temperature. The facility operator has installed multiple temporary air conditioning units in an attempt to bring the space temperature down to a more accommodating level.

A complete list of findings can be found in SECTION 3: SUMMARY OF FINDINGS. The images and descriptions below are intended to provide an overview of the state of the MEP systems as observed during the walk-through.

Many pieces of equipment and systems were found to be operating beyond the typical service life. The type of equipment and systems that were originally selected are no longer performing at their peak efficiencies and show signs of wear. The following is an evaluation of each primary system: mechanical, electrical, and plumbing.

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GENERAL PHYSICAL CONDITIONS

**MECHANICAL**

The air handling equipment consists of seven packaged rooftop units (RTUs). Four of these rooftop units serve the large bay area while two serve the east wing and one serves the west wing. The west wing RTU is the most recently replaced unit, which occurred in 2016. The RTUs serving the east wing were replaced in 2008. The four RTUs serving the Bay were replaced in 2001.

According to ASHRAE's life expectancy for the RTUs, all the RTUs except the west wing unit are beyond their typical life expectancy. Although the RTU serving the west wing has approximately five years of operational life remaining, replacement of this unit to a higher tonnage would help serve the spaces. The west wing typically is further off zone setpoint than the other areas in the facility. This is further exemplified by the multiple temporary air conditioning units installed in the west wing. Due to this, Paladin recommends a full replacement of the RTUs.

The ductwork for the rooftop units appears to be original. Above ceiling, it appears that the supply ductwork is externally insulated while the return ductwork is internally lined. Due to the age of the ductwork and internal conditions, it is Paladin's recommendation that the ductwork be replaced.



Images #01 & 02: Rooftop Units

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The new addition of the office spaces and bunks is served by a mini-split system heat pump. This features one outdoor unit mounted on the roof and four indoor units serving each of the four newly added spaces. This system and addition were installed in 2023, so the mechanical equipment has effectively its whole operating life remaining. If the programming of this addition does not change, it is not advisable to replace the mechanical systems in the new addition area.



Images #03 & 04: Heat Pump System - Outdoor Unit and Indoor Unit

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Classroom 2 and the adjacent EMS Room are each served by a packaged terminal air conditioner (PTAC) unit. The PTAC units are estimated to have been installed in 2001. According to ASHRAE's life expectancy for the PTAC units, both are almost a decade past their life expectancy. Due to this, Paladin recommends the replacement of the PTAC units.



**Image #05: PTAC Unit**

The Bay is currently served by three high volume low speed (HVLS) fans. The estimated installation date for the HVLS fans was 2016. The ASHRAE life expectancy for these fans indicates that they have twelve years of operating life remaining. With over half of their lifetime remaining, it is Paladin's recommendation that these fans continue operating unchanged. Even if the air distribution is altered for the Bay, these fans will continue to combat thermal stratification that can more easily affect an area like the Bay with high ceilings.



**Image #06: HVLS Fans**

The Bay is also served by a singular wall mounted exhaust fan. It is estimated that this exhaust fan's installation date was 2001. The ASHRAE life expectancy for this fan indicates that it is three years past its operational life expectancy. Furthermore, it is reported that diesel fumes accumulate when the fire engines are in the Bay. The purpose of this fan was to assist with engine exhaust, and it is no longer able to fulfill its purpose effectively. Paladin recommends the replacement of this exhaust fan.

In the Apparatus Closet attached to Classroom 1, there is a small exhaust fan that discharges directly outside. This exhaust fan is estimated to have been installed in 2001. The ASHRAE life expectancy for this fan indicates that it is three years past its operational life expectancy. Paladin recommends the replacement of this exhaust fan.



Images #07 & 08: Interior and Exterior Views of Bay Exhaust Fan

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The men's and women's restrooms each have a ceiling mounted electric unit heater. It is estimated that these were installed when the restrooms were renovated in 2009. The ASHRAE life expectancy for these heaters indicates that they are past their operational life expectancy by two years. Due to this, it is Paladin's recommendation that the unit heaters be replaced.



**Image #09: Restroom Unit Heater**

The three restroom areas: men's, women's, and Chief's, all include ceiling mounted exhaust fans. It is estimated that these fans were installed when the restrooms were renovated in 2009. The ASHRAE life expectancy for these fans indicates that they have approximately five years of remaining operational life. It is Paladin's recommendation that the restroom exhaust fans be replaced. The fans are nearing the end of their 20-year life expectancy and replacing them during the upcoming project is safer than allowing them to exceed their life expectancy and replace them as they fail.



**Image #09: Restroom Exhaust Fan**

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The Kitchen includes a kitchen hood exhaust fan. This exhaust fan has been estimated to have been installed in 2019. The ASHRAE life expectancy for a fan of this type is 20 years. The hood and fan seem to be in acceptable condition for continued operation. Due to this, it is Paladin's recommendation that the kitchen exhaust fan remain. The exception to this is if the Kitchen is to expand and a higher capacity exhaust fan is required.



**Image #10: Kitchen Exhaust Hood**

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## **ELECTRICAL**

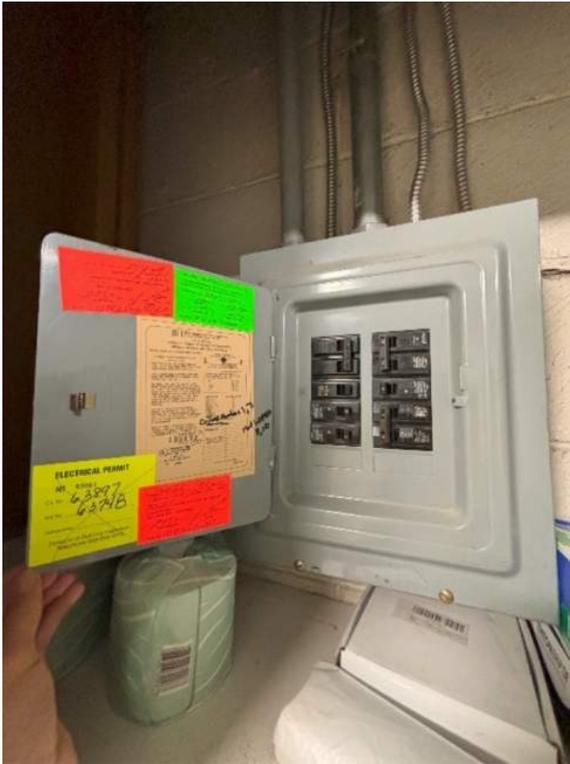
The electrical distribution system consists of one main 600 Amp switchboard, ten electrical distribution panels, and two large disconnect switches. The main switchboard is original to the building. The ten electrical distribution panels all vary in age. However, most are from approximately 2001-2008. The two large disconnect switches each serve a distribution panel on the roof for the east and west wings respectively. These disconnect switches appear to be from 2008.

The main switchboard serves the entire building. The typical operational lifespan of a main switchboard is expected to be thirty years. Since this switchboard is original to the building, that puts the current life of this equipment at almost twice what it was expected to achieve. Furthermore, the main switchboard is a Federal Pacific model which is outdated. These are often recommended for replacement regardless of their age. Due to this, Paladin recommends that the main switchboard be replaced.



**Image #11: Main Switchboard**

The electrical distribution panels can be separated into two categories based upon manufacturer: Square D panels and non-Square D panels. There are two non-Square D panels. There is an ITE panel that serves the men's restroom and a Cutler-Hammer panel that serves the computer room. The ITE panel appears to be from 1977 and was not replaced with the restroom renovation project. The ITE panel is almost two decades past its expected operational life. The Cutler-Hammer panel has approximately 5 years of expected operational life remaining. Due to this, Paladin recommends that both panels be replaced. Replacing both panels with updated Square D panels would allow for increased versatility in the spaces, increased capacity, and a safer environment.



Images #12 & 13: ITE Panel (Left) and Cutler-Hammer Panel (Right)

The eight Square D panels are generally in a similar good condition with approximately half of their thirty-year operational life expectancy remaining. The exceptions to this are the newly added panel to serve the 2023 office addition and the panels that are located on the roof to serve the RTUs. The new panel has its entire operational life remaining. The roof panels appear to be in acceptable condition; however, it cannot be determined when these panels were installed. The earliest estimate for the roof panels is 2001, while they could have been upgraded with the remaining panels in approximately 2008. The roof panels' enclosures have shown signs of aging but the equipment itself appears to be in acceptable condition. Due to this, Paladin recommends that all the Square D electrical distribution panels are to remain.



Images #14 & 15: Interior Square D Panel (Left) and Rooftop Panel (Right)

The two large disconnect switches each serve a roof distribution panel. These disconnect switches were both made by Square D and approximately installed in 2008. There appears to be no significant signs of distress or failures. Due to this, Paladin recommends that the large disconnect switches serving the roof are to remain.



Image #16: Disconnect Switches for Roof Panels

The backup generator serving the building was installed in 2015. It has been reported that it serves only the west half of the building. The expected life span of the generator is thirty years. Reports show that the generator is up to date on regularly scheduled maintenance. Due to this, Paladin recommends that the generator remains as is.



Images #17, 18, 19, & 20: Generator Exterior and Interior Components

The lighting in the building has been replaced at various points, causing lighting color and fixtures to be non-uniform throughout the facility. The majority of the lighting fixtures were reported to be replaced with LED fixtures in approximately 2010. A separate replacement project was implemented for the lighting fixtures in approximately 2017 for a small number of fixtures in the office spaces. The 2017 replacement project featured another upgrade of lighting fixtures to LED fixtures. Finally, the 2023 addition included its own new LED fixtures as well. Paladin recommends the LED fixtures to remain. The exception to this would be if uniform lighting fixtures are desired. This conformity would require a replacement of lighting fixtures.



**Images #21 & 22: LED Fixture from 2010 Replacement (Left) and LED Fixture from 2017 Replacement (Right)**

The lighting fixtures for the facility are not all LED fixtures. There are metal halide lights in the Bay, incandescent can lights in the Lobby, Computer Room, and Chief's Restroom, and incandescent exterior light fixtures. To increase energy efficiency, Paladin recommends replacing all lighting fixtures that are not LED to be updated to LED fixtures.



**Images #23 & 24: Metal Halide Fixtures (Left) and Exterior Incandescent Lights (Right)**

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## **PLUMBING**

The building's domestic hot water is generated by two sources: an electric tank-style water heater and an instantaneous gas water heater. Each of these water heaters serves a different side of the building. The electric water heater serves the west side of the building. This includes the men's restroom and the chiefs' office restroom. The gas water heater serves the east side of the building. This includes the women's restroom, the laundry room, and the kitchen. The electric water heater was replaced in 2023. The gas water heater was installed in 2015. Both pieces of equipment are in good condition, and both also have over ten years of operable life remaining. Due to this, it is Paladin's recommendation that these units remain.



**Images #25 & 26: Tanked Electric Water Heater (Left) and Instantaneous Gas Water Heater (Right)**

The building underwent a restroom renovation in 2009. During this renovation, the plumbing fixtures were updated into more efficient fixtures as well as becoming more uniform fixtures. There are three restrooms in the facility: a men's restroom, a women's restroom, and an individual restroom serving the chiefs' offices. In the men's restroom, there are three urinals, a water closet, and two lavatories. In the women's restroom, there are two water closets and two lavatories. In the individual chief restroom, there is one water closet, one lavatory, and one shower. Since all of the fixtures have been recently updated, it is Paladin's recommendation that these fixtures remain.



Images #27, 28, & 29: Typical Water Closet (Top Left), Individual Shower (Top Right), Urinal and Lavatories (Bottom)

The building is equipped with two water fountains in the Lobby. In the east side of the Lobby, an Elkay water fountain with bottle filler has been installed. This installation occurred in 2019. The Elkay water fountain is in good condition, and it has approximately ten years of expected operational life remaining. It is Paladin's recommendation that this fixture is to remain. The west side of the Lobby is served by an Oasis water fountain. This water fountain is estimated to have been installed in 2001. With this being the case, the water fountain is well beyond its expected operational life. It is Paladin's recommendation that the Oasis water fountain be replaced with a fixture that is similar to the Elkay model on the east side of the Lobby. This will offer some energy efficiency enhancement to the building and allow for more flexible service to the occupants of the building.



**Images #30 & 31: Oasis Water Fountain (Top) and Elkay Water Fountain (Bottom)**

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## POTENTIAL REPLACEMENT OPTIONS

### **VAV AHUs**

Of the mechanical equipment that is recommended to be replaced, the RTUs are the most critical items. The RTU replacement can be a one-for-one replacement as described in the previous section of this report with some notable inclusions: Kentucky Building Code (KBC) stipulates conformance with International Energy Conservation Code 2012 (IECC 2012). Replacement RTUs would require various features such as single zone VAV fan control and outside air economizer features. These features are code-required. However, if further savings and operation efficiencies are desired, other design configurations should be considered.

As an alternative to a one-for-one replacement of the RTUs, Paladin recommends a system that would allow for more versatility in the spaces and increased energy efficiency. Paladin believes that the demolition of the existing RTUs and the installation of two Variable Air Volume (VAV) Air Handlers would fit the programming of the facility. Each VAV Air Handler (VAV AHU) would separately serve a wing. A large, single zone, RTU would be installed to be dedicated to handling the Bay. This would consolidate the seven RTUs into three. The VAV AHUs would include an exhaust fan to allow for the exhaust to be collected before being rejected. This would allow for capture and reuse of the exhausted thermal energy to be used as preheat during cooler months. The installation of VAV AHUs would result in significant improvement to the building's energy efficiency and individual zone temperature control as required by ASHRAE 55.1.

With a new VAV AHU system in mind, the elimination of multiple pieces of terminal equipment would be possible. Instead of replacement, this would allow for the demolition of the PTAC units, the restroom unit heaters, and the general exhaust fans. To allow for enhanced control and conditioning of the zones in the facility, the VAV AHU would supply air to VAV terminal units. Each zone would be equipped with a VAV Box with electric or hot water reheat to allow for individualized cooling and heating control. This allows for further improvements to the building's energy efficiency and quieter operation of mechanical equipment in the area, allowing for a more conducive learning environment.

### **Variable Refrigerant Flow (VRF) System**

A variable refrigerant flow system may be a practical alternative to the existing direct-expansion (DX) packaged equipment currently installed at the fire training academy. A VRF system is a refrigerant DX system like the traditional rooftop units. However, one key difference is that the indoor air handling units are smaller and distributed to individual rooms. Having indoor air handling units in individual spaces allows for precise zone temperature control and excellent energy efficiency when utilized in a 'heat-recovery' VRF system. Indoor units come in many different varieties and may be ducted or non-ducted, concealed or exposed for flexibility with architectural space programming.

Another key benefit of VRF systems is the consolidation of load to the outdoor unit and the elimination of gas consumption with heat recovery heat pump systems. These types of systems may move heat from one room to another, automatically increasing overall system efficiency.

Key drawbacks of VRF systems are that they are capital-intensive to install, require very meticulous design to perform, and have very specific maintenance and operational requirements. Trained factory service technicians are generally the only people that can appropriately service and maintain the equipment to the standards set forth in most manufacturers' warranties.



**SECTION 3:**  
**SUMMARY OF FINDINGS**

**Fire Training Academy Campus Feasibility Study - Mechanical**  
7/30/2024

**Inventory Replacement Priority Evaluation**

0-5, 0 is good/positive or low priority  
5 is poor/negative or critical

Equipment Tag	Replacement Priority Category	Equipment Type	Manufacturer	Model #	Serial #	Area Served	Equipment Location	Units	Phase	Startup Date	Cooling Capacity	Gas Heating Capacity (BTU/h)	ASHRAE Life Expectancy (Years)	Remaining Life Est. (Years)	Remaining Life Rating	Repair State	System Emergency	Risk	Notes:
RTU-1	4	Packaged Rooftop Unit with Gas Heat	International Comfort Products	RQR560130HG50A1	C162830512	West Wing	Rooftop	208/230	3	2016	4.5 Tons	130,000	15	7	3	5	5	5	Refrigerant R410A
RTU-2	5	Packaged Rooftop Unit with Gas Heat	Tempstar	N/A	L9635-28779	Northwest Bay	Rooftop	208/230	3	2001	3 Tons	75,000	15	-8	5	5	5	5	Startup date and cooling capacity both estimated due to deteriorated info tag.
RTU-3	5	Packaged Rooftop Unit with Gas Heat	American Standard/Trairie	YC038F3H0BF	Z082RKHUJH	Southwest Bay	Rooftop	208/230	3	2001	3 Tons	75,000	15	-8	5	5	5	5	
RTU-4	5	Packaged Rooftop Unit with Gas Heat	American Standard/Trairie	YC038F3H0BF	Z2125771H	Southeast Bay	Rooftop	208/230	3	2001	3 Tons	75,000	15	-8	5	5	5	5	
RTU-5	5	Packaged Rooftop Unit with Gas Heat	Carrier	N/A	2008H60426	Training and Kitchen	Rooftop	208/230	3	2008	4 Tons	72,000	15	-1	5	5	5	5	Tag faded and unable to get all info at unit.
RTU-6	5	Packaged Rooftop Unit with Gas Heat	American Standard/Trairie	48S03A8115511	7214AF1H	Northeast Bay	Rooftop	208/230	3	2001	3 Tons	75,000	15	-8	5	5	5	5	
RTU-7	5	Packaged Rooftop Unit with Gas Heat	Carrier	LM36CH	2408641491	Classrooms 3K4	Rooftop	208/230	3	2008	4 Tons	115,000	15	-1	5	5	5	5	
HP-1	1.5	Split System Heat Pump - Outdoor Unit	LG	LMN079HMT	261M0759	New office spaces	Rooftop	208/230	1	2022	0.5 Tons	N/A	20	18	1	1	2	2	Refrigerant R410A
HP-2	1.5	Split System Heat Pump - Indoor Unit	LG	LSN120HSV6	204KAGS1PU01	1st Floor New Small Office	1st Floor New Small Office	208/230	1	2022	0.5 Tons	N/A	20	18	1	1	2	2	
HP-3	1.5	Split System Heat Pump - Indoor Unit	LG	LSN120HSV6	203H021K3K45	1st Floor New Large Office	1st Floor New Large Office	208/230	1	2022	1 Ton	N/A	20	18	1	1	2	2	
HP-4	1.5	Split System Heat Pump - Indoor Unit	LG	LMN079HMT	204KDG08E46	2nd Floor New Office	2nd Floor New Office	208/230	1	2022	0.5 Tons	N/A	20	18	1	1	2	2	
PIAC-1	4.5	Packaged Terminal Air Conditioner	Comfort Aire	N/A	N/A	Classroom 2	Classroom 2	N/A	N/A	2001	N/A	N/A	15	8	5	4	5	4	Estimated installed date
PIAC-2	4.5	Packaged Terminal Air Conditioner	Comfort Aire	N/A	N/A	Men's Restroom	Men's Restroom	N/A	N/A	2009	N/A	N/A	13	8	5	4	5	4	Estimated installed date
UH-2	4	Ceiling Mounted Fan Forced Electric Unit Heater	Merkley Engineered Products	F-1004	N/A	Men's Restroom	Men's Restroom	N/A	N/A	2009	N/A	N/A	13	2	5	4	4	3	Estimated installed date
EH-1	2.75	Ceiling Exhaust Fan	Zephyr	59124-0	N/A	Men's Restroom	Men's Restroom	N/A	N/A	2009	N/A	N/A	20	5	3	3	3	2	Estimated installed date
EH-2	2.75	Ceiling Exhaust Fan	N/A	N/A	N/A	Women's Restroom	Women's Restroom	N/A	N/A	2009	N/A	N/A	20	5	3	3	3	2	Estimated installed date
EH-3	2.75	Ceiling Exhaust Fan	N/A	N/A	N/A	Chiefs' Office Restroom	Chiefs' Office Restroom	N/A	N/A	2009	N/A	N/A	20	5	3	3	3	2	Estimated installed date
EH-4	4	Wall Mounted Exhaust Fan - 36"	N/A	N/A	N/A	Apparatus	Apparatus	N/A	N/A	2001	N/A	N/A	20	-3	5	4	4	3	Estimated installed date
EH-5	4	Wall Mounted Exhaust Fan - 36"	N/A	N/A	N/A	Bay	Bay North	N/A	N/A	2001	N/A	N/A	20	-3	5	4	4	3	Estimated installed date
RHS-1	1.5	High Volume Low Speed Fan	Big Ass Fans	N/A	N/A	Bay	Bay North	N/A	N/A	2016	N/A	N/A	20	12	1	1	2	2	Estimated installed date
RHS-2	1.5	High Volume Low Speed Fan	Big Ass Fans	N/A	N/A	Bay	Bay Center	N/A	N/A	2016	N/A	N/A	20	12	1	1	2	2	Estimated installed date
RHS-3	1.5	High Volume Low Speed Fan	Big Ass Fans	N/A	N/A	Bay	Bay South	N/A	N/A	2016	N/A	N/A	20	12	1	1	2	2	Estimated installed date
REF-1	2.25	Refrigerant Exhaust Fan	N/A	N/A	N/A	Kitchen	Kitchen	N/A	N/A	2019	N/A	N/A	20	15	2	2	2	3	Estimated installed date

**Fire Training Academy Campus Feasibility Study - Electrical**  
7/30/2024

0-5, 0 is good/positive or low priority;  
5 is poor/negative or critical

**Inventory Replacement Priority Evaluation**

Equipment Tag	Replacement Priority Composite Rating	Equipment Type	System Served	Manufacturer	Model #	Serial #	Area Served	Equipment Location	Fed From	Amps	Volts	Phase	Wire Count	Startup Date	Life Expectancy (Years)	Remaining Life Est (Years)	Remaining Life Rating	Repair Score	System Efficacy	Risk	Notes:
MSB	1.75	Main Switch Board	Electrical Distribution	FRE	OMQB	337217	Building	Elec/Wash	Utility	600	120/208	3	4	1	1969	30	25	5	5	5	Install date is estimated
PNL-A	1.75	Distribution Panel	Electrical Distribution	Square D	N/A	N/A	Kitchen and Bay	Elec/Wash	MSB	200	120/208	1	N/A	1	2008	30	14	2	1	2	Install date is estimated
PNL-B	1.75	Distribution Panel	Electrical Distribution	Square D	N/A	N/A	New Offices	Elec/Wash	MSB	200	120/208	1	N/A	1	2008	30	14	2	1	2	Install date is estimated
PNL-C	1.75	Distribution Panel	Electrical Distribution	Square D	N/A	N/A	Computer Room, Kitchen, Wash	Elec/Wash	MSB	200	120/208	1	N/A	1	2008	30	14	2	1	2	Install date is estimated
PNL-AR	4.25	Distribution Panel	Electrical Distribution	IE Imperial Corporation	N/A	N/A	Men's Restroom	Men's Restroom	N/A	125	240	3	3	1	1977	30	-17	5	4	3	Install date is estimated
PNL-CO	1.75	Distribution Panel	Electrical Distribution	Square D	N/A	N/A	Chiefs Offices	Chiefs Offices	N/A	225	120/208	1	N/A	1	2008	30	14	2	1	2	Install date is estimated
PNL-CL	2.5	Distribution Panel	Electrical Distribution	Square D	N/A	N/A	Classroom 2 and EMS	Classroom 2	N/A	125	120/208	1	N/A	1	2002	30	8	3	3	2	Install date is estimated
PNL-CP	3.75	Distribution Panel	Electrical Distribution	Quilter-Hammer	N/A	N/A	Computer Room	Computer Room	N/A	200	120/240	1	3	1	2004	30	6	4	4	3	
PNL-ZNO	1	Distribution Panel	Electrical Distribution	Square D	N/A	N/A	New Offices - Second Floor	New Office - Second Floor	N/A	200	120/208	1	N/A	1	2001	30	30	1	1	1	
PNL-RE	3.25	Distribution Panel	Electrical Distribution	Square D	N/A	N/A	Roof East	Roof East	D-1E	150	240	3	N/A	1	2001	30	7	3	3	2	Install date is estimated
PNL-RW	3.25	Distribution Panel	Electrical Distribution	Square D	N/A	N/A	Roof	Roof	D-1W	150	240	3	N/A	1	2008	30	14	2	1	1	Install date is estimated
D-1E	1.5	Panel Disconnect Switch	Electrical Distribution	Square D	N/A	N/A	Roof	Elec/Wash	MSB	200	240	3	N/A	1	2008	30	14	2	1	1	Install date is estimated
D-1W	1.5	Panel Disconnect Switch	Electrical Distribution	Square D	N/A	N/A	Roof	Elec/Wash	MSB	400	240	3	N/A	1	2008	30	14	2	1	1	Install date is estimated
Generator	2	Backup Generator	Emergency Power	Generic	SG0130G189	9802912	West Wing	Roof East	Generator	400	120/208	3	N/A	1	2015	30	21	2	2	2	
L1	2.5	Shyght	Lighting	N/A	N/A	N/A	Bay	Bay	N/A	N/A	N/A	N/A	N/A	20	2001	30	7	3	2	2	
L2	3.75	Metal Halide	Lighting	Metal Halide	N/A	N/A	Bay	Bay	N/A	N/A	N/A	N/A	N/A	11	1969	30	-25	5	4	3	
L3	3	4" Can Light	Lighting	Incandescent	N/A	N/A	Varies	Varies	N/A	N/A	N/A	N/A	15	1969	30	-25	4	3	3	2	
L4	2	2x4 Lay-in	Lighting	LED	N/A	N/A	Varies	Varies	N/A	N/A	N/A	N/A	32	2010	30	16	2	3	1	2	
L5	1.75	2x2 Lay-in	Lighting	LED	N/A	N/A	Varies	Varies	N/A	N/A	N/A	N/A	42	2010	30	16	2	2	1	2	
L7	3	1x8 Surface Mount	Lighting	Fluorescent	N/A	N/A	Cascade/Shop	Cascade/Shop	N/A	N/A	N/A	N/A	2	1969	30	-25	4	3	3	2	
L8	2	1x4 Surface Mount	Lighting	LED	N/A	N/A	Shop/Shed	Shop/Shed	N/A	N/A	N/A	N/A	2	2010	30	16	2	3	1	2	
L9	2.5	Wall Sconce	Lighting	Incandescent	N/A	N/A	Main Entrance	Main Entrance	N/A	N/A	N/A	N/A	6	1969	30	-25	3	2	3	2	
L10	2.5	Wall Mounted Can Light	Lighting	Incandescent	N/A	N/A	Main Entrance	Main Entrance	N/A	N/A	N/A	N/A	2	1969	30	-25	3	2	3	2	
L11	1	18" Round Light	Lighting	LED	N/A	N/A	Upstairs Bank Room	Upstairs Bank Room	N/A	N/A	N/A	N/A	2	2023	30	29	1	1	1	1	
L12	1	Updated 2x4 Lay-in	Lighting	LED	N/A	N/A	Reception	Reception	N/A	N/A	N/A	N/A	2	2017	30	23	1	1	1	1	
L13	3.75	Gaiged Bulb Light	Lighting	Incandescent	N/A	N/A	Exterior Stiles	Exterior Stiles	N/A	N/A	N/A	N/A	10	1969	30	-25	5	4	3	3	
L14	3.75	Exterior Floodlight	Lighting	Incandescent	N/A	N/A	Exterior Rear	Exterior Rear	N/A	N/A	N/A	N/A	2	1969	30	-25	4	5	3	3	
L15	1.75	4" Can Light	Lighting	LED	N/A	N/A	Varies	Varies	N/A	N/A	N/A	N/A	N/A	2010	30	16	2	2	2	1	

Fire Training Academy Campus Feasibility Study - Mechanical  
7/30/2024

0-5, 0 is good/positive or low priority;  
5 is poor/negative or critical

Inventory Replacement Priority Evaluation

Equipment Tag	Replacement Priority 1-5	Equipment Type	Manufacturer	Model #	Serial #	Area Served	Equipment Location	Capacity (Gallons)	Heating Capacity	Volts	Phase	Startup Date	Life Expectancy (Years)	Remaining Life Est. (Years)	Remaining Life Rating	Repair State	System Efficiency	Risk	Notes
DWH-1	2	Electric Water Heater	Rinnai	PROE50T2 RHB5	0123206884	West Wing Restrooms	Men's Restroom	1	4500 Watts	208/240	N/A	2023	15	14	1	1	1	2	
DWH-2	2	Instantaneous Gas Water Heater	Rinnai	REU4832377FD-US	FF BA 018760	West Wing Restrooms, Kitchin, Wash	Men's Restroom	1	200,000 BTUH	120	1	2015	20	11	2	2	1	3	
WF-1	3-7.5	Water Fountain	Oasis	N/A	N/A	West Lobby	West Lobby	1	N/A	115	1	2001	15	-8	5	4	4	2	Estimated startup date
WF-2	1.5	Water Fountain and Bottle Filler	Elkey	LSRWSSP	160325580	East Lobby	East Lobby	1	N/A	115	1	2019	15	10	2	2	1	1	Estimated startup date
WC-1	1.75	Water Closet	Unknown	N/A	N/A	Men's RR, Women's RR	Men's RR, Women's RR, Chiefs Office Restroom	4	N/A	N/A	N/A	2009	30	15	2	2	2	1	1 in Women's RR, 2 in Men's RR
WC-2	1.75	Water Closet (Motion sensor)	Scain	N/A	N/A	Women's RR	Women's RR	1	N/A	N/A	N/A	2009	30	15	2	2	2	1	1. Occupancy flush sensor
US-1	1.75	Urinal (Motion sensor)	Scain	N/A	N/A	Women's RR	Women's RR	3	N/A	N/A	N/A	2009	30	15	2	2	2	1	3 in Women's RR
US-2	1.75	Urinal (Motion sensor)	Scain	N/A	N/A	Women's RR	Women's RR	3	N/A	N/A	N/A	2009	30	15	2	2	2	1	3 in Women's RR
LAV-1	2	Lavatory Sink (Wall-mounted)	Unknown	N/A	N/A	Men's RR, Women's RR	Men's RR, Women's RR, Chiefs Office Restroom	2	N/A	N/A	N/A	2009	25	10	3	2	2	1	1 in each restroom
LAV-2	2	Lavatory Sink (Cabinet)	Unknown	N/A	N/A	Men's RR, Women's RR, Chiefs Office Restroom	Men's RR, Women's RR, Chiefs Office Restroom	3	N/A	N/A	N/A	2009	25	10	3	2	2	1	2 in each restroom
P-1	2	Walk-in Shower	Unknown	N/A	N/A	Chiefs Office Restroom	Chiefs Office Restroom	1	N/A	N/A	N/A	2009	25	10	3	2	2	1	



Fire Training Academy Campus Feasibility Study

Preliminary Construction Cost Opinion

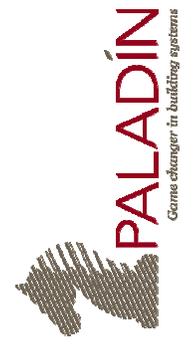
CONSTRUCTION COST ESTIMATE FOR A ONE-TO-ONE REPLACEMENT OF NECESSARY MEP EQUIPMENT

PLUMBING	Division Cost	Labor Rate (\$/hr): \$	Labor Hrs	Materials Cost Total	Materials Cost Breakdown	
					\$/Each	\$/sq.ft
220523	0	85.00	0	0	0	0
221116	743		8	63		2.50
221119	-		0	-		
223300	-		0	-		
223300	-		0	-		
224713	2,850		10	2,000	1	2,000.00
224000	-		0	-		
224000	-		0	-		
224000	-		0	-		
224000	-		0	-		
224000	-		0	-		
DIV 22	1,430		8	750	1	750.00
	<b>5,023</b>		<b>26</b>	<b>2,813</b>		

HVAC	Division Cost	Labor Rate (\$/hr): \$	Labor Hrs	Materials Cost Total	Materials Cost Breakdown	
					\$/Each	\$/sq.ft
230900	4,717		50	117		4.66
236213	221,040		120	210,000	7	30,000.00
233113	31,040		120	20,000	400	50.00
238126	-		0	-		
238126	-		0	-		
233423	1,520		10	600	3	200.00
233423	2,120		10	1,200	2	600.00
233423	-		0	-		
233400	-		0	-		
238200	5,840		20	4,000	2	2,000.00
238200	2,420		10	1,500	2	750.00
DIV 23	33,280		120	22,240	2000	11.12
	<b>301,977</b>		<b>460</b>	<b>259,657</b>		

ELECTRICAL	Division Cost	Labor Rate (\$/hr): \$	Labor Hrs	Materials Cost Total	Materials Cost Breakdown	
					\$/Each	\$/sq.ft
260519	10,906		120	466	100	4.66
262413	40,440		120	30,000	1	30,000.00
262400	-		0	-		
262416	5,480		40	2,000	2	1,000.00
263213	-		0	-		
265100	13,080		40	9,600	48	200.00
DIV 26	13,290		120	2,850	1000	2.85
	<b>83,196</b>		<b>440</b>	<b>44,916</b>		

Consulting \$ 50,000  
Construction Total \$ 440,195



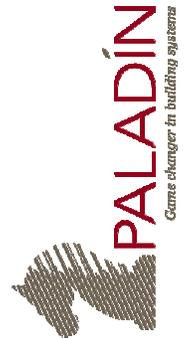
7/31/2024

Preliminary Construction Cost Opinion

CONSTRUCTION COST ESTIMATE FOR AN HVAC REPLACEMENT WITH NEW VAV AHU SYSTEM

HVAC	Division Cost	Labor Rate (\$/hr): \$	Labor Hrs	Materials Cost Total	Materials Cost Breakdown				
					Quantity	\$/Each	\$/ln.ft.	\$/sq.ft	\$/Ton
230900 INSTRUMENTATION AND CONTROL	9,433	92.00	100	233					
236213 PACKAGED ROOFTOP UNITS	119,040		120	108,000	18				\$ 6,000.00
236213 VAV AHUS	422,080		240	400,000	40				\$ 10,000.00
236213 VAV TERMINAL UNITS	33,540		120	22,500	30	\$ 750.00			
233113 DUCTWORK	31,040		120	20,000	400		\$ 50.00		
238126 SPLIT SYSTEM HEAT PUMPS - OUTDOOR	-		0	-	0				
238126 SPLIT SYSTEM HEAT PUMPS - INDOOR	-		0	-	0				
233423 RESTROOM EXHAUST FANS	-		0	-	0				
233423 GENERAL EXHAUST FANS	-		0	-	0				
233423 KITCHEN EXHAUST FAN	-		0	-	0				
233400 HVLS FANS	-		0	-	0				
238200 PTAC UNITS	-		0	-	0				
238200 UNIT HEATERS	-		0	-	0				
DIV 23 DEMOLITION	33,280		120	22,240	2000		\$ 11.12		
	<b>648,413</b>		<b>820</b>	<b>572,973</b>					

Consulting \$ 50,000  
 Construction Total \$ 698,413



7/31/2024



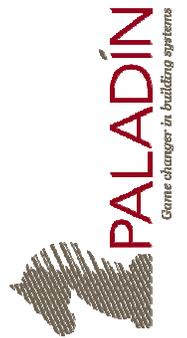
Preliminary Construction Cost Opinion

CONSTRUCTION COST ESTIMATE FOR AN HVAC REPLACEMENT WITH NEW VRF AHU SYSTEM

HVAC	Description	Labor Rate (\$/hr): \$		Labor Hrs	Materials Cost Total	Materials Cost Breakdown			
		Division Cost	92.00			\$/Each	\$/in.ft.	\$/sq.ft.	
230900	INSTRUMENTATION AND CONTROL	\$ 9,433		100	\$ 233				
236213	VRF RTU	\$ 311,040		120	\$ 300,000			\$ 4.66	\$ 6,000.00
238126	VRF CASSETTE UNIT	\$ 360,600		120	\$ 360,000				\$ 12,000.00
233423	RESTROOM EXHAUST FANS			0					
233423	GENERAL EXHAUST FANS			0					
233423	KITCHEN EXHAUST FAN			0					
233400	HVLS FANS			0					
238200	PTAC UNITS			0					
238200	UNIT HEATERS			0					
DIV 23	DEMOLITION	\$ 33,280		120	\$ 22,240			\$ 11.12	
		<b>\$ 714,353</b>		<b>460</b>	<b>\$ 682,473</b>				

Consulting \$ 50,000

Construction Total \$ 764,353





Fire Training Academy Campus Feasibility Study  
Preliminary Construction Cost Opinion

24\_00\_BCIFTA

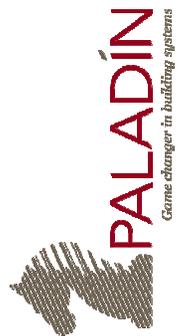
CONSTRUCTION COST ESTIMATE FOR A ONE-TO-ONE REPLACEMENT OF ALL MEP EQUIPMENT

	Labor Rate (\$/hr): \$		Materials Cost Total	Materials Cost Breakdown	
	Division Cost	Labor Hrs		\$/Each	\$/sq.ft
PLUMBING		85.00			
220523 GENERAL DUTY VALVES FOR PLUMBING PIPING	\$ 1,817	20	\$ 117	\$ 2.50	\$ 4.66
221116 DOMESTIC WATER PIPING	\$ 4,650	40	\$ 1,250		
221119 DOMESTIC WATER PIPING SPECIALTIES	\$ 11,967	40	\$ 8,567		
223300 ELECTRIC WATER HEATER TANK	\$ 1,600	10	\$ 750	\$ 114.22	
223300 INSTANTANEOUS GAS WATER HEATER	\$ 2,850	10	\$ 2,000	\$ 750.00	
224713 WATER FOUNTAINS	\$ 3,850	20	\$ 3,000	\$ 2,000.00	
224000 WATER CLOSETS	\$ 4,200	20	\$ 2,500	\$ 1,500.00	
224000 URINALS	\$ 2,350	10	\$ 1,500	\$ 500.00	
224000 LAVATORIES	\$ 2,950	20	\$ 1,250	\$ 250.00	
224000 SHOWERS	\$ 625	5	\$ 200	\$ 200.00	
DIV 22 DEMOLITION	\$ 12,700	120	\$ 2,500		
	<b>\$ 49,558</b>	305	\$ 23,633		

	Labor Rate (\$/hr): \$		Materials Cost Total	Materials Cost Breakdown	
	Division Cost	Labor Hrs		\$/Each	\$/sq.ft
HVAC		92.00			
230900 INSTRUMENTATION AND CONTROL	\$ 4,717	50	\$ 117		\$ 4.66
236213 PACKAGED ROOFTOP UNITS	\$ 221,040	120	\$ 210,000	\$ 30,000.00	
233113 DUCTWORK	\$ 31,040	120	\$ 20,000	\$ 50.00	
238126 SPLIT SYSTEM HEAT PUMPS - OUTDOOR	\$ 6,840	20	\$ 5,000	\$ 5,000.00	
238126 SPLIT SYSTEM HEAT PUMPS - INDOOR	\$ 5,840	20	\$ 4,000	\$ 1,000.00	
233423 RESTROOM EXHAUST FANS	\$ 1,520	10	\$ 600	\$ 200.00	
233423 GENERAL EXHAUST FANS	\$ 2,120	10	\$ 1,200	\$ 600.00	
233423 KITCHEN EXHAUST FAN	\$ 3,920	10	\$ 3,000	\$ 3,000.00	
233400 HVLS FANS	\$ 18,100	50	\$ 13,500	\$ 4,500.00	
238200 PTAC UNITS	\$ 5,840	20	\$ 4,000	\$ 2,000.00	
238200 UNIT HEATERS	\$ 2,420	10	\$ 1,500	\$ 750.00	
DIV 23 DEMOLITION	\$ 33,280	120	\$ 22,240		
	<b>\$ 336,677</b>	560	\$ 285,157		

	Labor Rate (\$/hr): \$		Materials Cost Total	Materials Cost Breakdown	
	Division Cost	Labor Hrs		\$/Each	\$/sq.ft
ELECTRICAL		87.00			
260519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	\$ 10,906	120	\$ 466		\$ 4.66
262413 SWITCHBOARDS	\$ 40,440	120	\$ 30,000	\$ 30,000.00	
262400 DISCONNECT SWITCHES	\$ 3,870	10	\$ 3,000	\$ 1,500.00	
262416 DISTRIBUTION PANELS	\$ 16,960	80	\$ 10,000	\$ 1,000.00	
263213 ENGINE GENERATORS	\$ 48,480	40	\$ 45,000	\$ 45,000.00	
265100 LIGHTING	\$ 50,440	120	\$ 40,000	\$ 200.00	
DIV 26 DEMOLITION	\$ 11,865	120	\$ 1,425		
	<b>\$ 182,961</b>	610	\$ 129,891		

Consulting \$ 50,000  
Construction Total \$ 619,196



7/31/2024

Figure A.2: Existing Floor Plan

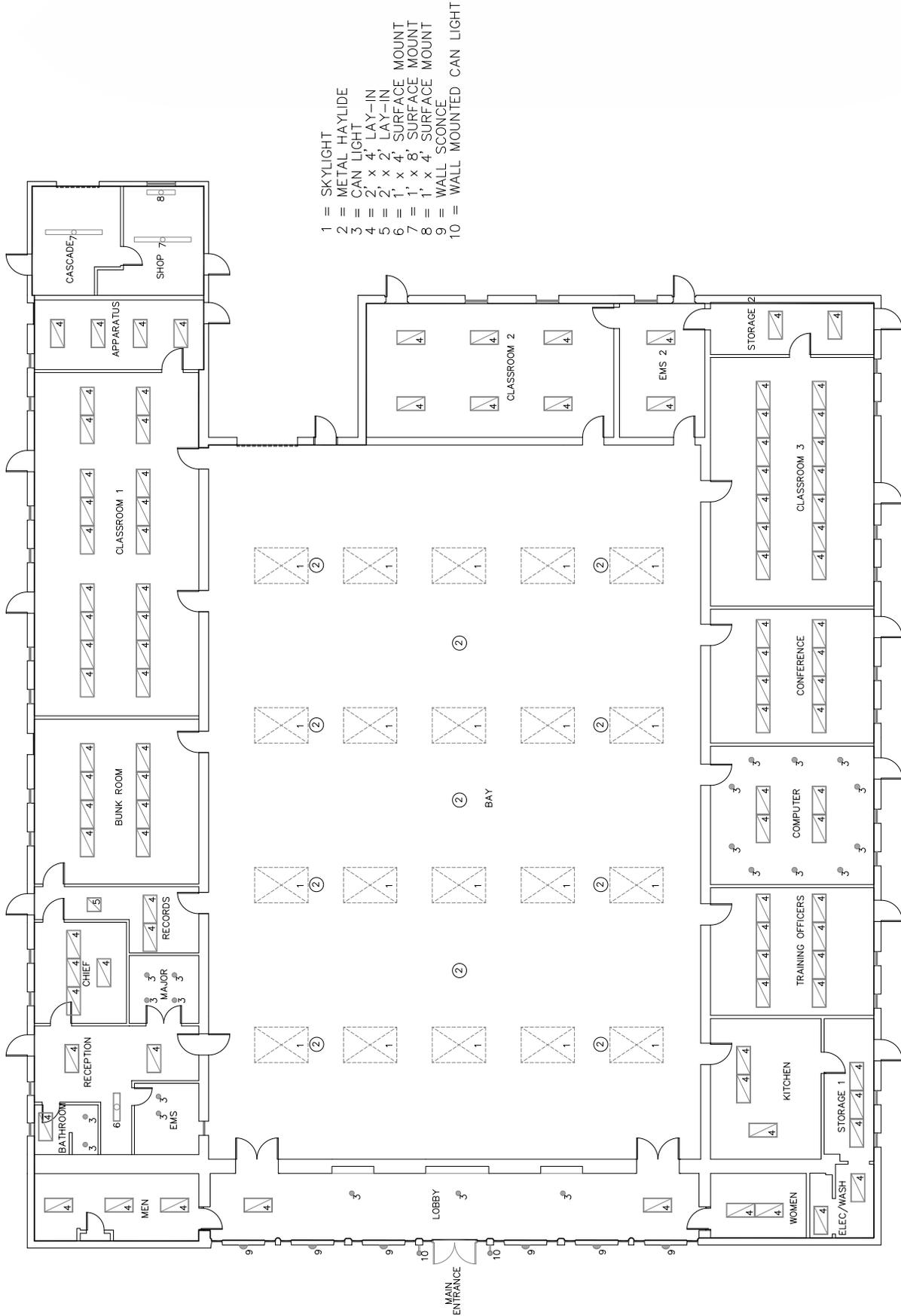


Figure A.3: Floor Plan Field Measurements

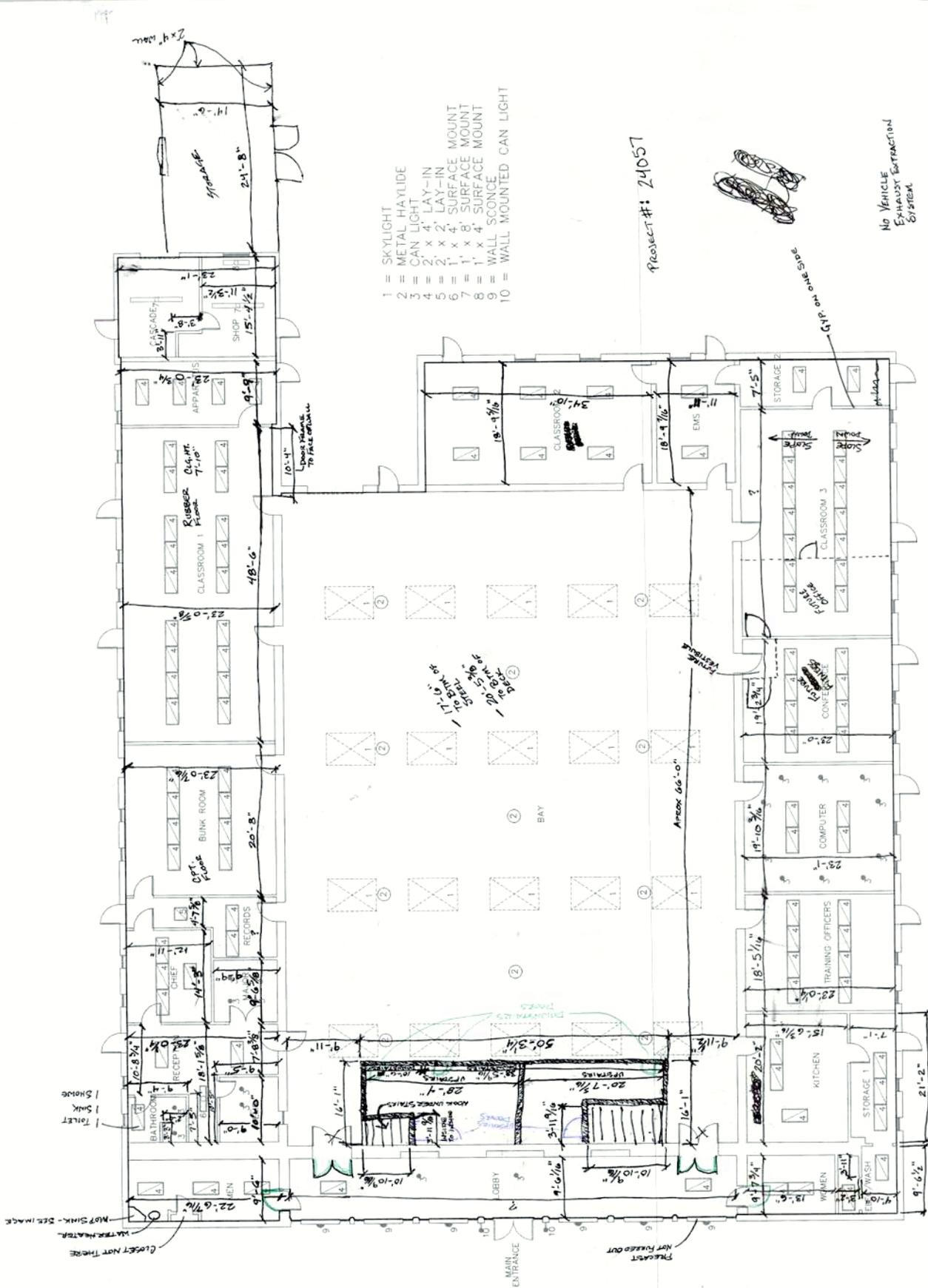


Figure A.4: 24057 Floor Plan Dimensions

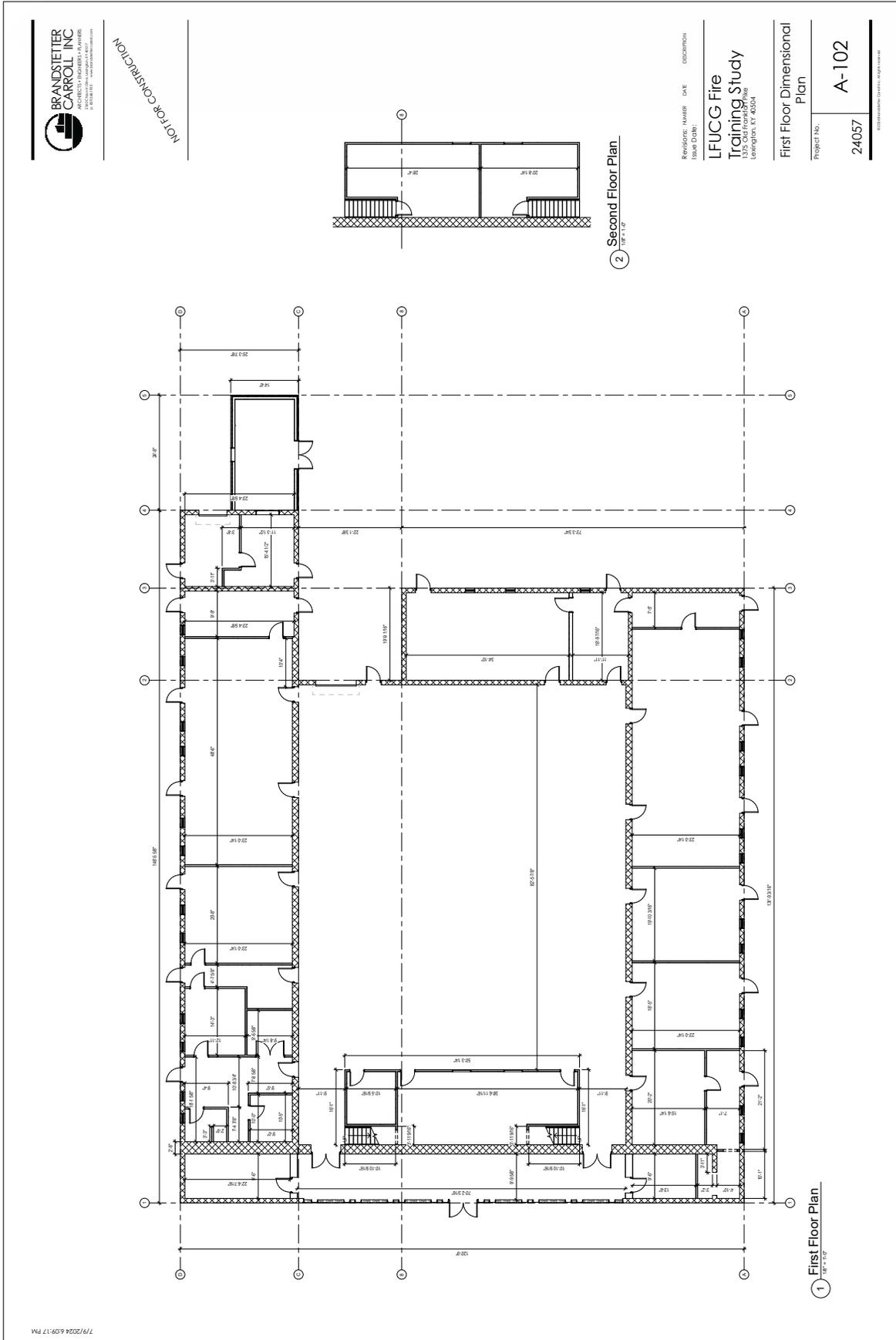
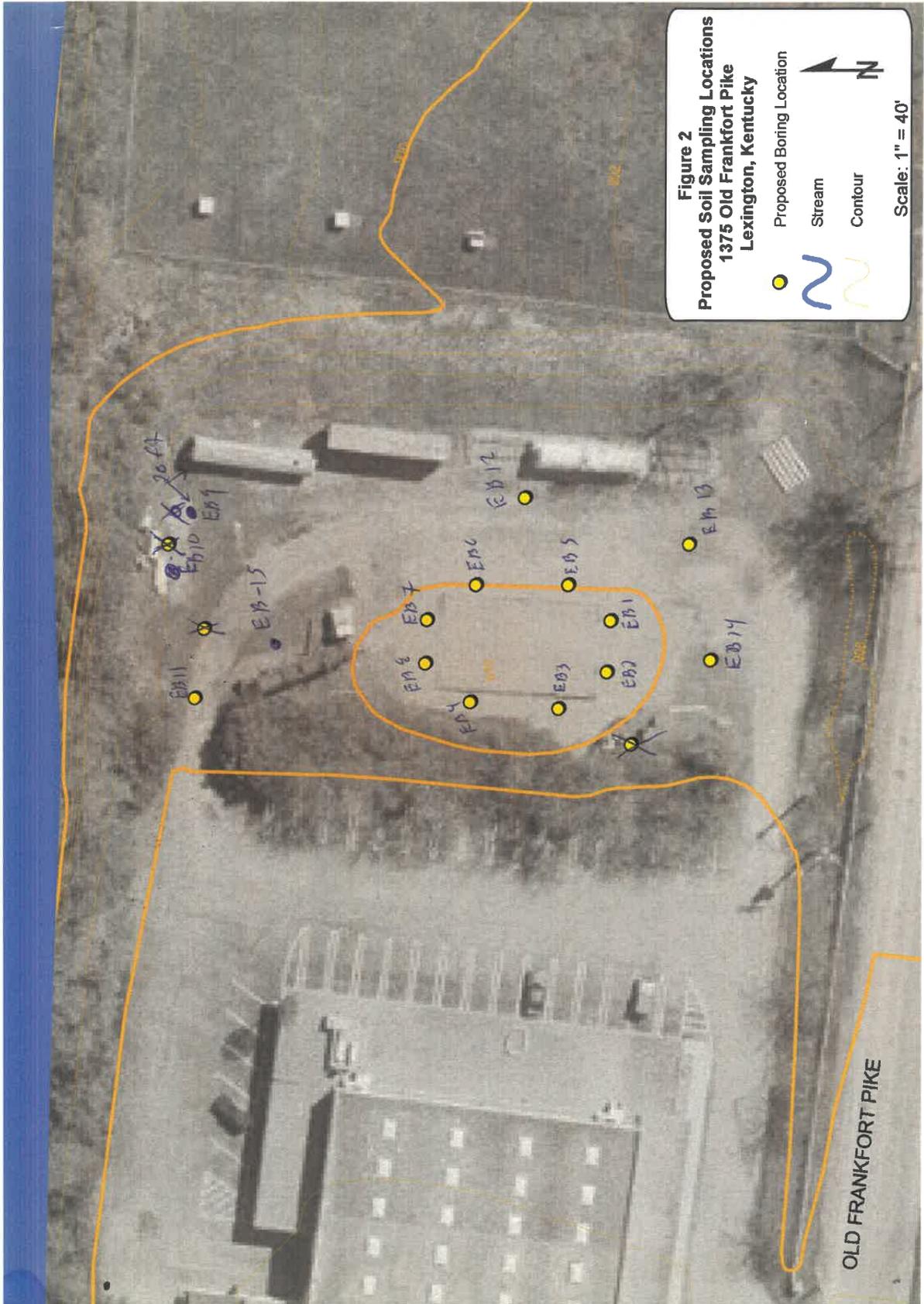


Figure A.5: Historical Maps and Photographs





*Path: file://eng-data/gis-data/*  
*ev.ori/mis-records/1375.ori*

*File Copy*

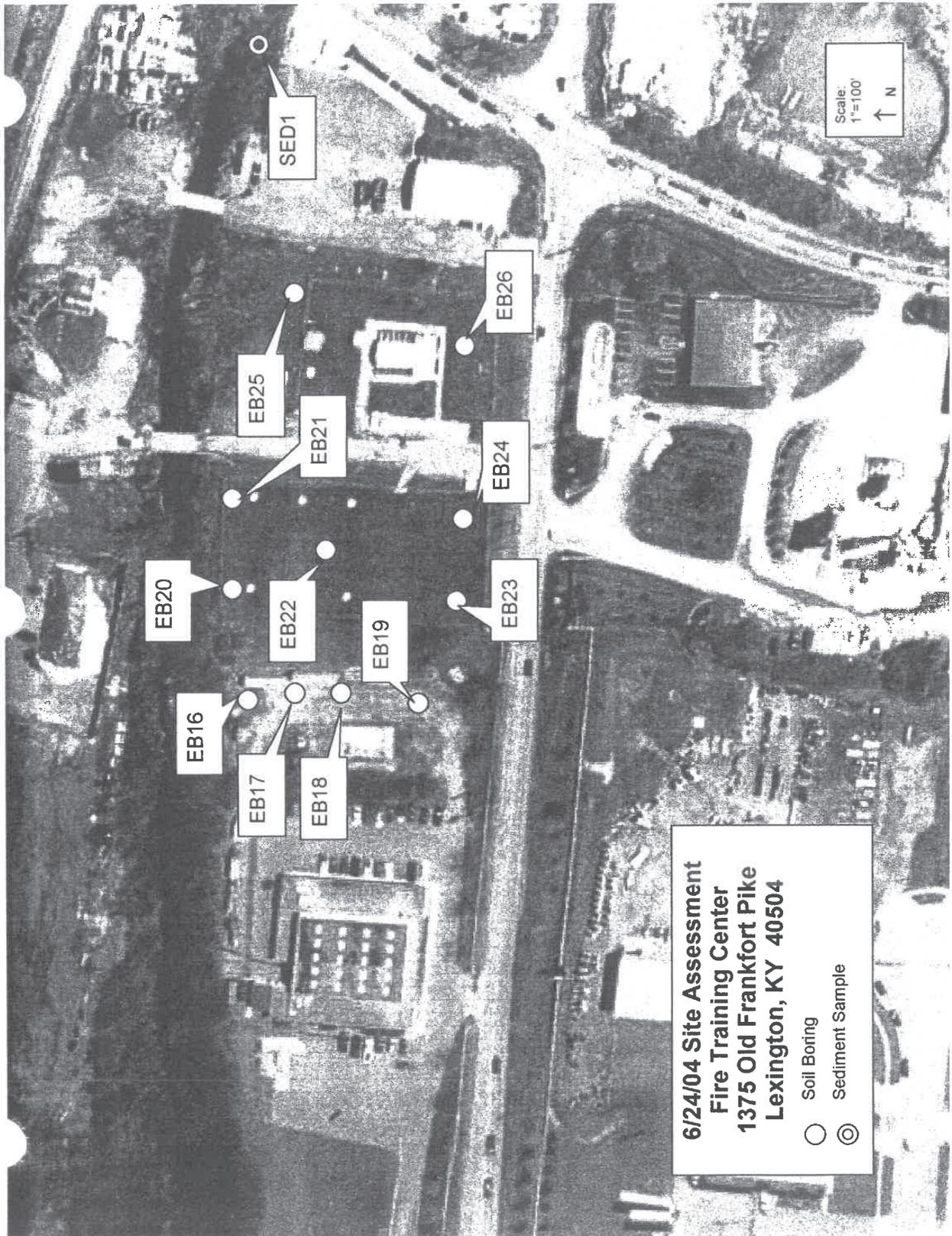




Photo 1. View looking southwest at fire basin. Low concrete wall of basin is visible in the right foreground. Trackhoe is beginning excavation of the fill gravel.



Photo 2. View to the northwest showing trackhoe excavating gravel from the northeast corner of the fire basin. Aboveground tanks are on-site as fire training aids.

*Caption*



Photo 3. View of the southeast corner of the fire basin. The PECCO vacuum tanker is removing water from the basin.



Photo 4. PECCO crew is vacuuming water from the basin. A total of 5,132 gallons water was removed from the basin.



Photo 5. View to the north of the loading process. The PECCO trackhoe is loading gravel and fill material to the PECCO trailer.



Photo 6. View to the southwest with the fire training center in background. PECCO crew is using the vacuum tanker to remove water and the skid steer to stage gravel.



Photo 7. View east with rail car for fire training prop. The floor at the north end of the fire basin emerges as the vacuum tanker and skid steer remove gravel and water.



Photo 8. View of the southwest corner of the basin after the south end of the basin has been cleaned.



Photo 9. View to the northeast of the north end of the basin after all the gravel and water have been removed.



Photo 10. View to the north of the basin after excavation of all the gravel and water.



Photo 11. View to the southwest of the floor of the basin after excavation and removal of the gravel to a clean dry concrete surface.



Photo 12. Another view to the south of the fire basin after excavation. Old Frankfort Pike is visible in the background.

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Figure A.6: 2022-05-09 Fire Training Center Five Year Review report – AI 52695

MAYOR LINDA GORTON



**LEXINGTON**

JENNIFER M. CAREY, P.E.  
DIRECTOR  
ENVIRONMENTAL SERVICES

May 9, 2022

Ms. Jennifer Cowen, Environmental Scientist  
Superfund State Section  
Department for Environmental Protection  
Division of Waste Management  
300 Sower Blvd.  
Frankfort, Kentucky 40601

Re: LFUCG Fire Training Center Five Year Review Report - 2022  
1375 Old Frankfort Pike, Lexington, Kentucky 40504  
Agency Interest Number -52695

Ms. Cowen:

As requested in your March 23, 2022 correspondence, Lexington Fayette Urban County Government (LFUCG) is submitting for your consideration the following Five Year Review Report for the LFUCG Fire Training Center documenting compliance with the Environmental Covenant and evaluating effectiveness of the Site Management Plan. Our five year review has determined that site conditions and controls in place are protective of human health and the environment and that no additional controls are necessary. We will continue to monitor the impacted area at the site to ensure that institutional controls and protective measures specified in the agreement remain in place.

Attached to the review you will find a copy of the environmental covenant that includes the County Court Clerk certification of recording, and photos of the site showing controls in place and a completed Appendix 2 checklist. Please note, this report contains added information for proposed changes to the property for KDWM's consideration. Please feel free to contact me at 859-425-2518 or [sdonaldson@lexingtonky.gov](mailto:sdonaldson@lexingtonky.gov) if you have questions about this submittal.

Sincerely,



Sarah M. Donaldson, CHMM, PG  
Environmental Compliance Coordinator

cc: Jason Wells, Fire Chief, LFUCG Division of Fire & Emergency Services  
Jordan Saas, Battalion Chief, Training  
Michael Sanner, Attorney Sr. LFUCG Department of Law  
Demetria Kimball Mehlhorn – LFUCG, Division of Environmental Services



200 East Main St., Lexington, KY 40507 / 859.425.2800 Phone / 859.425.2859 Fax / [lexingtonky.gov](http://lexingtonky.gov)

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# Five Year Review and Proposed Future Use Report

**LFUCG Fire Training Center  
Agency Interest Number 52695  
1375 Old Frankfort Pike  
Lexington, Kentucky 40504**

**Prepared for  
Kentucky Energy and Environment Cabinet  
Department for Environmental Protection  
Division of Waste Management  
Superfund State Section**

**Prepared by  
Lexington Fayette Urban County Government  
Division of Environmental Services**

May 2022



**LEXINGTON**



## 1.0 Background

The Lexington Fayette Urban County Government (LFUCG) Fire Training Center is located at 1375 Old Frankfort Pike in Lexington, Fayette County, Kentucky. The property is used by the LFUCG Fire Department as a regional training center for new fire recruits. From 1990 to 2001, a Hazmat Training Area was located on the property which included a concrete containment basin built to simulate live fires. In 1998, LFUCG discontinued use of the fire basin and began taking steps to decommission the basin and assess the area for impacts. The LFUCG conducted two subsurface site investigations in an attempt to determine if petroleum contamination was present that could be attributed to hazmat training activities. Low levels of polynuclear aromatic hydrocarbons (PAHs) in excess of allowable residential (unrestricted use) standards were detected in soil samples collected from several borings during these investigations.

Because the depth of some of the impacted soils made excavation not feasible at the time, LFUCG explored the option of managing the impacted soils in place on the property. In order to comply with the Kentucky Department for Environmental Protection, Division of Waste Management (KDWM) managed closure requirements and to ensure LFUCG was being protective of the environment, the portion of the property with elevated PAH concentrations was placed under an Environmental Covenant (also sometimes referred to as deed restrictions, or institutional controls). LFUCG developed a Site Management Plan which documented how the property would be managed to remain in compliance with the covenant. The Environmental Covenant was fully executed on July 3, 2007. Since that time, LFUCG has submitted annual certifications confirming that the property use complies with the environmental covenant and has also submitted Five Year Review reports as required in 2012 and 2017. This report is the third such Five Year Review report.

As outlined in the covenant, the following contaminants were documented to be present in soils on the property in excess of the unrestricted residential use criteria. Both the concentrations documented in the covenant as being present on the site and the current residential use criteria (limits) are listed on the table below. The residential use criteria are derived from the most current version of the United States Environmental Protection Agency (USEPA) Regional Screening Levels (RSLs).

<b>Contaminant</b>	<b>Onsite Concentration (Covenant) – mg/kg</b>	<b>Residential Use Criteria – USEPA RSLs mg/kg</b>
Benz(a)anthracene	1.91	1.1
Chrysene	1.62	110
Benzo(b)fluorethene	1.47	1.1
Benzo(k)fluoranthene	1.40	1.1
Benzo(a)pyrene	1.80	0.11
Indeno(1,2,3-cd)pyrene	1.38	1.1
Dibenz(a,h)anthraene	0.31	0.11

## 2.0 Site Setting

The Site is located on the north side of Old Frankfort Pike and is bordered by Old Frankfort Pike to the south, Town Branch Creek to the north, the main fire training center parking lot and training building to

the west and unoccupied land owned by LFUCG to the east (formerly the police dog training and housing facility). The original deed restricted area map is included in **Attachment A** along with a copy of the Environmental Covenant. The area of the site associated with the restrictions (Managed Area) outlined in the covenant is primarily used as a paved driveway.

### 3.0 Current Site Conditions

In the last year no significant changes have occurred to the Managed Area. A photo log of current site conditions is included as **Attachment B**. The Managed Area contains a paved asphalt driveway with ancillary areas along the driveway used for nominal surface storage. A railroad track and railcars have been located within the eastern portion of the Managed Area since the restrictions were in place. A building was historically located outside the western edge of the Managed Area. This building was owned by the Kentucky Fire Commission/State Fire Rescue Training and was moved offsite on September 10, 2021 (building was a pre-manufactured on grade constructed building which was disassembled onsite and reassembled at a different location). No other significant site changes have occurred in the last year. The Managed Area's protective asphalt cap driveway was inspected on April 7, 2022 and remains in good condition.

### 4.0 Annual Environmental Covenant Compliance

Institutional controls (deed restrictions) have been in place on the property since July 2007. The Environmental Covenant dated March 22, 2007 and fully executed on July 12, 2007 contains various use restrictions. Based on the use restrictions, the following were the agreed upon goals of site management:

1. The LFUCG agreed to enter into an Environmental Covenant with the Cabinet as described in KRS 224.80-100 through KRS 224.80-210 to help ensure that activities at this site do not adversely impact the environment.  
**Covenant was signed and recorded with the Fayette County Court Clerk on July 12, 2007.**
2. As specified in the Environmental Covenant, groundwater at the property shall not be used for domestic purposes.  
**Groundwater at the property is not being used for domestic purposes.**
3. As specified in the Covenant, no residences/dwellings shall be permitted on the impacted area.  
**No residences/dwellings have been built or placed on the managed/impacted area.**
4. As specified in the Covenant, the LFUCG shall not construct any new buildings on the impacted area without prior Cabinet approval.  
**No new buildings have been constructed on the managed/impacted area.**
5. The LFUCG agreed to create a "cap" by paving those portions of the impacted area in the vicinity of borings 9, 10, 12, 13, 16, 17 and 18 to help limit the amount of precipitation percolating through the fill material. Any fill material/soil disturbed during paving activities was to be left on site.  
**Cap has been constructed and maintained.**
6. The LFUCG agreed to ensure that the pavement and the fill material/soils in the impacted area are not disturbed without prior approval by the Cabinet. The LFUCG did retain the right to conduct additional paving in the impacted area without obtaining Cabinet approval, since this would extend the cap and be more protective of the environment.



**Pavement cap and soils have remained undisturbed.**

7. The LFUCG agreed to repair the pavement should it become unserviceable.  
**Pavement is inspected and maintained. Pavement remains serviceable.**
  
8. The LFUCG agreed to visually inspect the impacted area annually to ensure the pavement (cap) is intact and site conditions have not changed significantly and to send the Cabinet written correspondence summarizing the results of this visual inspection within 30 days of the inspection.  
**Impacted area and pavement has been inspected annually with results submitted to Division of Waste Management Superfund Section.**

**5.0 Five Year Review**

Pursuant to KRS 224.01-400(17), the KDWM requires that a review of site environmental conditions be performed at five-year intervals on sites that have been closed under the management option. This section represents the third Five-Year Review for the site. The questions listed on Checklist for Five-Year Reviews, provided by the KDWM, are listed in the table below, followed by the associated answers. The Owner’s Certification of this Five-Year Review is included as **Attachment C**.

	<b>Checklist Question</b>	<b>Yes</b>	<b>No</b>	<b>NA</b>
1	Are soils on the site under management, and contain regulated substances above <i>de minimus</i> concentrations? If Yes, go to 2. If No, go to 6. <b>PAH Impacted Soils</b>	X		
2	If the remedy includes capping, are caps/covers, etc. in good condition?	X		
3	If buildings or other structures are covering areas of contamination, are they still intact and providing an adequate cover?			X
4	Are other engineering controls designed to contain and manage soil contamination intact, in good condition, and performing as designed?			X
5	If applicable, have levels of COCs in soil remained consistent or decreased since last review?			X
6	Is groundwater at the site under management, and contain regulated substances above <i>de minimus</i> concentrations? If yes, go to 7. If no, got to 10.		X	
7	Does analysis of monitoring data show significant changes in COC levels since last review?			
8	Does analysis of monitoring data indicate migration of the contaminant plume beyond limits designed in the final remedy or risk management plan since last review?			
9	Have groundwater flow directions/hydraulic gradients significantly changed since last review?			
10	Are engineering controls in use as part of the contain-and-manage remedy at the site? If yes, go to 11. If no, go to 16. <b>Asphalt Protective Cap</b>	X		
11	If pump-and-treat methods are in use, have water withdrawal rates significantly changed since last review?			X
12	If groundwater extraction is occurring, have any other stresses on the aquifer in the area been introduced that might influence the capture zone, such as installation of additional wells at the nearby locations?			X
13	Are engineering systems performing adequately and as designed in the remedy?	X		

	<b>Checklist Question</b>	<b>Yes</b>	<b>No</b>	<b>NA</b>
14	Are there indicates of problems or potential problems in the design and capacity of engineered systems that may compromise the effectiveness of the remedy?		X	
15	Are maintenance procedures for engineered systems adequate in maintaining system performance?	X		
16	Have a restrictive covenant or other institutional controls been executed for the property (ies) under management? If yes, <b>please include a copy</b> , and go to 17. If no, got to 20.	X		
17	Is the restrictive covenant still attached to the deed recorded in the county clerk's office?	X		
18	Is the current land use consistent with the restrictions placed on the deed? If no, explain the inconsistency.	X		
19	If applicable, are other controls in place, including site security measures, fencing, signage, etc.?	X		
20	Has the land use changed since management plan implementation or since last review?		X	
21	Have toxicity values for COCs changed since management plan implementation or since last review?		X	
22	Exposure pathways/potential receptors changed since management plan implementation or since last review?		X	

In Summary:

- Land use has remained the same since the management plan was implemented.
- Exposure pathways/potential receptors remain unchanged.
- Institutional controls (the Environmental Covenant) remain in place and the property is being used in compliance with those controls.
- Engineering controls (asphalt cap) remain in place. The paved area over most of the managed area has been maintained and cracks have been sealed as necessary to preserve the integrity of the capping material.
- No additional soil or groundwater analysis or monitoring has occurred since implementation of the site management plan and therefore a trend analysis or present contaminant assessment was not performed for this Five Year Review.

## 6.0 Proposed Planned Future Use of the Managed Area

Outside of the Managed Area along Old Frankfort Pike, a public access paved recreational trail has been planned for and will be constructed along Old Frankfort Pike (the Town Branch Trail). Trail construction on this section of the path is planned to occur in the Fall of 2023 or Spring of 2024. The area where the trail will be located on the larger Fire Training Center Property (outside of the Managed Area) is currently used for overflow parking. Once the trail is constructed, the Fire Training Center will not have enough parking available during times when new recruits are using the property for training activities. Therefore, internally it has been proposed that an area of the property which includes the Managed Area, be turned into an asphalt paved parking lot. A figure depicting both the bounds of the Managed Area and the approximately location of the proposed parking lot is included as **Attachment D**.

LFUCG believes that a parking area would be in agreement with the Environmental Covenant and would serve a dual purpose, providing more parking on the site while continuing to provide a physical cap barrier over the managed area.

In order to create the larger parking area, current buildings (not located in the Managed Area, but located within the footprint of the proposed parking lot) will be moved. Some grading may need to occur to ensure that the parking lot is level and supports positive drainage. It has not been determined whether the current asphalt cap over the Managed Area can be incorporated into the new larger parking lot (remain undisturbed) or whether the current cap (driveway) will need to be removed and a larger continuous asphalt cap created. Regardless, during the project, some shallow soils (less than two feet below ground surface) in the Managed Area may be disturbed.

It is proposed that if any soils within the Managed Area are disturbed during construction, the following protocols will be followed:

- All soils disturbed, excavated and removed from the Managed Area will be segregated and stored onsite to be characterized.
- Soils excavated from the Managed Area will be inspected for any visual or olfactory evidence of impacts. Any obviously stained or impacted soils will be stored separately from other soil excavated from the Managed Area that don't present obvious evidence of impacts. Regardless, soils will be stored on plastic and covered in plastic while awaiting characterization results.
- Excavated managed areas soil will be characterized by collecting composite samples for the PAH compounds listed in Section 1.0 (Parameters of Concern, or POCs). The number of soil samples to be collected will be based on the actual volume of soil excavated from the Managed Area. Obviously impacted stored piles will be sampled separately from stored piles of soil without obvious impacts.
- Based on the results:
  - If PAH results for the soils are below residential (unrestricted) use standards the soils may be used as fill material on the contiguous adjacent land to the east (also owned by LFUCG). This property is lower in elevation than the Fire Training Center and in order to be usable land in the future, may need to be brought up to grade.
  - If PAH results for stored and characterized soils are above residential use standards, those soils will be profiled and disposed of offsite at an approved disposal facility.

## **7.0 Summary**

LFUCG will continue to keep engineering and institutional controls in place and in good condition and will continue to comply with annual inspection and reporting requirements.

LFUCG would like to proceed with the changes and improvements to the property as summarized in Section 6.0. We are requesting that KDWM provide a formal review and approval of this proposed use.

---

# ATTACHMENT A

## Environmental Covenant

SCALE: 1"=30'





Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Department of Law

July 26, 2007

Bruce Scott, Director  
Division of Waste Management  
14 Reily Road  
Frankfort, Kentucky 40601

Re: Environmental Covenant  
Log No. 13,731

Dear Mr. Scott:

Enclosed please find a copy of the recorded Environmental Covenant for 1375 Old Frankfort Pike Fire Training Center. Please contact me with any additional questions.

Sincerely,

Michael R. Sanner  
Attorney Sr.

Cc: Tom Webb  
Department of Environmental Quality

00131778.DOC

HORSE CAPITAL OF THE WORLD

200 East Main Street Lexington, KY 40507 (859) 258-3500 Fax: (859)258-3538 www.lfucg.com

**THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT  
PURSUANT TO KRS CHAPTER 224 SUBCHAPTER 80**

**ENVIRONMENTAL COVENANT**

The City of Lexington, Kentucky n/k/a Lexington-Fayette Urban County Government grants an Environmental Covenant ("Covenant") this 22<sup>nd</sup> day of March, 2007 to the following Holder, the City of Lexington n/k/a Lexington-Fayette Urban County Government, Kentucky Environmental and Public Protection Cabinet, pursuant to KRS Chapter 224 Subchapter 80.

WHEREAS, The City of Lexington, Kentucky n/k/a Lexington-Fayette Urban County Government (hereinafter "Grantor") is the owner of certain real property located at 1375 Old Frankfort Pike, Lexington, Kentucky, (hereinafter "the Property") more particularly described in Deed Book 581 Page 9 of the Fayette County Clerk's office as follows:

All that tract or parcel of land situated on the northerly side of the Old Frankfort Pike between Lisle Road and the Viley Pike, near Lexington in Fayette County, Kentucky and more fully described and bounded as follows; to wit:

BEGINNING at a point in the northerly side of the Old Frankfort Pike, corner to the property of Fayette County; thence along the northerly side of the Old Frankfort Pike S 61 deg. 13 min E 348.4 feet to an iron pin; thence N 40 deg. 56 min. E 160.1 feet to an iron pin; thence N 20 deg. 37 min. E 220.8 feet to an iron pin; thence S 69 deg. 05 min. E 500 feet to an iron pin; thence S 11 deg. 00 min. W 320 feet to an iron pin in the northerly side of the Old Frankfort Pike; thence with the northerly side of the Old Frankfort Pike for two calls S 79 deg. 29 min. E 64 feet and S 79 deg. 48 min. E 461 feet; thence leaving the Old Frankfort Pike and parallel to and 30 feet west of the center line of a driveway for three calls N 00 deg. 37 min. W 189 feet, N 4 deg. 50 min. E 130 feet and N 8 deg. 20 min. E 74 feet; thence crossing said driveway N. 76 deg. 29 min. E 69 feet to a point near a fence; thence S 35 deg. 59 min. E 260 feet to an iron pin near a stone fence; thence S 19 deg. 02 min. E 262.3 feet near and along said stone fence to an iron pin near a stone fence; thence S 19 deg. 02

min. E 262.3 feet near and along said stone fence to an iron pin in the north line of the Old Frankfort Pike; thence with the north line of the Old Frankfort Pike for three calls S 82 deg. 00 min. E 383.5 feet to an iron pin, S 82 deg. 55 min. E 528.5 feet to an iron pin and S 85 deg. 07 min. E 329.7 feet to an iron pin, corner to Mrs. Alverta Ritchey; thence with the line of Mrs. Ritchey and crossing Town Branch N 11 deg. 36 min. E 447 feet to a point 33 feet from the center of the Louisville and Nashville Railroad; thence parallel to and 33 feet south of the center of the Louisville and Nashville Railroad; thence parallel to and 33 feet south of the center line of said railroad for seven calls N 71 deg. 01 min. @ 492 feet, N 69 deg. 05 min. W 288 feet, N 65 deg. 40 min. W 119 feet, N. 61 deg. 20 min. W 327 feet, N 56 deg. 41 min. W 158 feet, N 53 deg. 20 min. W 208 feet and N 49 deg. 11 min. W 218 feet, said point being in the line with the line of Shraberg property on the northerly side of the Louisville and Nashville Railroad; thence crossing Town Branch S 39 deg. 07' W 366 feet; thence N 47 deg. 39 min W 206 feet; thence S 49 deg. 14 min. W 472 feet; thence N 69 deg. 05 min W 40 feet; thence N 40 deg. 46 min. W 471 feet; thence N 49 deg. 14 min. E 398 feet to a point in Town Branch; thence along the south bank of Town Branch for three calls N 65 deg. 01 min. W 138 feet, N 32 deg. 25 min W 170.2 feet and N 22 deg. 27 min. W 72 feet to a point in the line of the Fayette County property; thence with the line of the Fayette County property for two calls

S 21 deg. 53 min. W 693 feet and S 22 deg. 00' W 472.5 feet to the beginning and containing 42.857 acres.

There is reserved across the above described property a 60 foot easement for roadway purposes which is described as follows:

BEGINNING at a point, said point being 30 feet from the center of a driveway and said point being N 00 deg. 37 min. W 189 feet, N 4 deg. 50 min. E 130 feet and N 8 deg. 20 min. E 74 feet from the north line of



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the Old Frankfort Pike; thence N 76 deg. 29 min. E 60 feet; thence N 13 deg. 31 min. W 95 feet, N 19 deg. 07 min. W 96 feet, N. 13 deg. 38 min. W 115 feet, N 47 deg. 39 min. W 185 feet; S 39 deg. 07 min. E 93 feet and S 13 Deg. 31 min. E 92 feet to the beginning.

WHEREAS, this instrument is an Environmental Covenant developed and executed pursuant to KRS 224.80-100 through KRS 224.80-210.

WHEREAS, [pursuant to Agreed Order File No. 52695], the Property is the subject of enforcement and/or remedial action pursuant to KRS 224 et seq.; and

WHEREAS, a release/disposal of polynuclear aromatic hydrocarbons has occurred on the Property. The release consisted of an unknown amount. "More specifically, the release occurred on and impacted the area of the Property (hereinafter "the Impacted Area") more particularly described as follows:

Being a part of a parcel located at 1375 Old Frankfort Pike, as described and record in Deed Book 581 Page 9, in the Fayette County Clerk's Office, and being more particularly described as follows:

Beginning at Lexington Fayette Urban County Government GPS Monument Station 0073, State Plane Coordinates (SPC) North (N): 203417.75,(feet) East (E): 1559735.44 (feet), see Exhibit "A"; thence N58°45'18"E 313.46 feet, (to an Iron Pin found east of a rock wall) SPC N:203580.34, E:1560003.43; thence S71°42'38"E 962.82 feet, SPC N:203278.19, E:1560917.61, to the Point of Beginning of environmental covenant; thence S82°30'50"E 55.38 feet, SPC N:203270.96, E:1560972.52; thence N02°13'53"E 202.38 feet, SPC N:203473.19, E:1560980.40; thence N87°14'29"E 55.15 feet, SPC N:203473.19, E:1560925.31; thence S02°13'53"W 197.78 feet, SPC N:203270.96, E:1560003.43, to the Point of Beginning and containing 0.253 acres, 11032 square feet.

WHEREAS, Grantor has proposed a Corrective Action Plan of capping the impacted portion of the property (paving) and limiting disturbances (hereinafter "the Plan") to correct the effects of the release/disposal which includes controlling exposure to the hazardous waste, hazardous constituents, hazardous

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substances, pollutants, or contaminants by restricting use of and activities on the property.

WHEREAS, An estimated concentration of

1.91 ppm Benz[a]anthracene  
1.62 ppm Chrysene  
1.47 ppm Benzo[b]fluorethene  
1.40 ppm Benzo[k]fluoranthene  
1.80 ppm Benzo[a]pyrene  
1.38 ppm Indeno[1,2,3-cd]pyrene  
0.31 ppm Dibenz[a,h]anthracene parts per million will remain on the property after implementation of the Plan.

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions on the Property to reduce the risk to human health to below the target risk levels for those hazardous wastes, hazardous constituents, substances, pollutants, or contaminants that remain on the property. In particular, the impacted portion of the property will be capped (paving) and disturbances will be limited.

WHEREAS, further information concerning the release and the activities to correct the effects of the release may be obtained by contacting the Custodian of Records of the Kentucky Division of Waste Management at 14 Reilly Road, Frankfort, Kentucky 40601. Records concerning this property may be found under file number AI 52695 Release.

NOW, THEREFORE, Grantor hereby grants this Environmental Covenant to the Holder, and declares that the Property shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 3, below.

**1. DEFINITIONS**

A. Owner. "Owner" means the Grantor, The City of Lexington n/k/a Lexington-Fayette Urban County Government, his/her/its, successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

**2. USE RESTRICTIONS**

As part of the remedial actions set forth in the Plan, Owner hereby imposes and agrees to comply with the following activity and use limitations:

- 
- A. Use. No residential use of the Property shall be permitted. This shall include any residence or dwelling, including a house, apartment, or condominium, or other purposes with a similar potential for human exposure.
  - B. Groundwater. Groundwater at the Property shall not be used for drinking or other domestic purposes.
  - C. Except as necessary to protect human health, safety or the environment, no action shall be taken, allowed, suffered, or omitted on the Property if such action or omission is reasonably likely to:
    - i. Create a risk of migration of hazardous substances, pollutants or contaminants or a potential hazard to human health or the environment; or
    - ii. Result in a disturbance of the structural integrity of any engineering controls designed or utilized at the Property to contain hazardous substances, pollutants or contaminants or limit human exposure to hazardous substances, pollutants or contaminants;
  - D. Disturbance of the cap. Prior to any disturbance of any approved cap placed on the Impacted Area, the Owner shall submit to the Director, Kentucky Division of Waste Management a written rationale for the disturbance and detailed plans of the proposed construction for their review and written approval. No such disturbance is permitted without this prior written approval.
  - E. Soil Disturbances. Soil at the Impacted Area, shall not be disturbed in any manner without the Owner obtaining prior approval of the Director, Kentucky Division of Waste Management.
  - F. Construction. No building shall be constructed on the Impacted Area, without the Owner obtaining prior approval of the Director, Kentucky Division of Waste Management.

### **3. GENERAL PROVISIONS**

- A. Restrictions to Run with the Land. This Environmental Covenant runs with the land pursuant to KRS 224.80-140; is perpetual unless modified or terminated pursuant to the terms of this Covenant; is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof, and inures to the benefit of and passes with each and every portion of the Property and binds the Owner(s), the Holder(s), all persons using the land, all persons their heirs, successors and assigns

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having any right, title or interest in the Property, or any part thereof, who have subordinated those interests to the Environmental Covenant, and all persons, their heirs, successors and assigns who obtain any right, title or interest in the Property, or any part thereof, after the recordation of this Environmental Covenant.

B. Conveyances of the Property. Owner shall notify the Director, of the Kentucky Division of Waste Management at least thirty (30) days in advance of any proposed grant, transfer, or conveyance of any interest in any or all of the Property. Notice shall include the name address and telephone number of the prospective transferee, a copy of the proposed deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

C. Incorporation into Deeds and Leases. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 200\_\_, RECORDED IN THE OFFICIAL RECORDS OF THE \_\_\_\_\_ COUNTY CLERK'S OFFICE IN DEED BOOK \_\_\_\_\_, Page \_\_\_\_\_.

D. Zoning Changes. Owner shall notify the Director, Kentucky Division of Waste Management simultaneously when any application is submitted to a local government for a building permit for the Property. Owner shall notify the Kentucky Division of Waste Management of any proposed change in the land use for the Property.

E. Compliance Certification. Owner shall submit an annual report to the Director of the Kentucky Division of Waste Management, on the anniversary of the date this Covenant was signed by the Owner, detailing the Owner compliance, and any lack of compliance with the terms of the Covenant.

F. Right of Access. Owner hereby grants the Kentucky Environmental and Public Protection Cabinet, its agents, contractors and employees the right of access to the Property for implementation or enforcement of this Environmental Covenant.



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G. Representations and Warranties. Grantor hereby represents and warrants to the other signatories hereto:

1. that the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
2. that the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
3. that the Grantor has complied with all public notice requirements in KRS § 224.80-110;
4. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected;
5. that this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;
6. that this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.
7. no other parties hold an interest in the Property that is the subject of this Environmental Covenant.

H. Compliance Enforcement. The terms of the Environmental Covenant may be enforced by the Kentucky Environmental and Public Protection Cabinet or any person identified in KRS 244.80-200 in accordance with applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Kentucky Environmental and Public Protection Cabinet from exercising any authority under applicable law.

I. Modifications/Termination. This Environmental Covenant runs with the land and is perpetual, unless modified or terminated in accordance with KRS 224.80-180 or KRS 244.80-190. The term "Amendment" as used in this Environmental Covenant, shall mean any changes to the

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Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term "Termination" as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

J. Notices. Any document or communication required to be sent to Kentucky Environmental and Public Protection Cabinet under this Covenant shall be sent to:

Director, Division of Waste Management  
Department for Environmental Protection  
14 Reilly Road  
Frankfort, KY 40601

K. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

L. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.

M. Recordation. Within ten (10) business days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant in the county clerk's office in each county that contains any portion of the real property subject to this environmental covenant.

N. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Fayette County Clerk's Office.

O. Distribution of Environmental Covenant. The Owner shall within thirty (30) days of filing this Environmental Covenant in the Fayette County Clerk's Office, distribute a file and date stamped copy of the recorded Environmental Covenant to the following persons: Director, Kentucky Division of Waste Management, Mayor Lexington-Fayette Urban County Government, Fayette County Judge Executive, every Holder of this Environmental Covenant, each person who is in possession of the Property, each person who holds a recorded interest in the Property, each person who signed this Environmental Covenant.

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P. Cabinet and Division References. All references to the Kentucky Environmental and Public Protection Cabinet and the Kentucky Division of Waste Management shall include successor agencies/departmental division or other successor entities.

The City of Lexington, n/k/a Lexington-Fayette Urban County Government has caused this Environmental Covenant to be executed pursuant to KRS Chapter 224, Subchapter 80 on this 29<sup>th</sup> day of March, 2007.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands this the day and year first above written.

IT IS SO AGREED:

THE CITY OF LEXINGTON, N/K/A  
Lexington-Fayette Urban County Government

By: Jim Newberry Date 3/29/07  
Jim Newberry, Mayor Date

COMMONWEALTH OF KENTUCKY

COUNTY OF Fayette

The foregoing Environmental Covenant was acknowledged before me this 29<sup>th</sup> day of March, 2007 by Jim Newberry, Mayor, the City of Lexington, n/k/a Lexington-Fayette Urban County Government, on behalf of the City of Lexington, n/k/a Lexington-Fayette Urban County Government.

My Commission expires: 11-21-2008



Elizabeth T. Danell  
Notary Public, Commonwealth of Kentucky



KENTUCKY ENVIRONMENTAL AND PUBLIC PROTECTION CABINET

This Environmental Covenant is hereby approved by the Environmental and Public Protection Cabinet this 3<sup>rd</sup> day of July, 2007

By: *Bruce Scott* 7/3/07  
Bruce Scott, Director, Division of Waste Management Date

COMMONWEALTH OF KENTUCKY

COUNTY OF *Franklin*

Subscribed, sworn to and acknowledged before me by *Bruce Scott*, this 3<sup>rd</sup> day of July, 2007.

*Jina Lee Fisher*  
Notary Public



Commission expires: My commission expires on 09-15-07

This document prepared by:

*Michael R. Sanner*  
Michael R. Sanner  
Corporate Counsel  
Lexington-Fayette Urban County Government  
Department of Law



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DEED BOOK 2741 PAGE 671

I, Donald W Blevins, County Court Clerk  
of Fayette County, Kentucky, hereby  
certify that the foregoing instrument  
has been duly recorded in my office.

  
\_\_\_\_\_

By: DOUG BRADLEY , dc

200707120118

July 12, 2007 10:15:30 AM

Fees	\$37.00	Tax	\$ .00
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Total Paid	\$37.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

12 Pages

660 - 671

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# ATTACHMENT B

## Photo Log



**PHOTO 1:**

Photograph of the asphalt cap driveway located within the Managed Area at the Fire Training Center. Photograph taken facing southeast from the central portion of the driveway. Evidence of crack repair, which remains in good condition.



**PHOTO 2:**

Photograph of the eastern boundary of the managed area facing north towards Town Branch. This is the area which had railcars stored.



**PHOTO 3:**

Photograph of the asphalt cap driveway facing northwest. Building in the central portion of the photo is located outside the western edge of the Managed Area.



**PHOTO 4:**

Photograph of the asphalt cap in the foreground with the main Fire Training Center building in the background. The area where the Kentucky Fire Commission building was located is to the left of the smaller storage building, just outside the Managed Area.



**PHOTO 5:**

Photograph facing north of the concrete pad where the former Kentucky Fire Commission building was located.



**PHOTO 6:**

View of asphalt crack repairs along the driveway of the Managed Area.



**PHOTO 7:**

View of the northern edge of the Managed Area, facing west along the driveway.

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# **ATTACHMENT C**

## **Certification Statement**

Appendix 3  
Certification Statement – Five Year Review

The party responsible for the five year review, or an authorized agent, must sign the following certification. Examples of authorized agents include the owner, president, plant manager/engineer, city engineer, or other appropriate person authorized to certify the accuracy of documents submitted.

**“I certify under penalty of law that the information contained in this document, including attachments and supporting data, is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information.”**

<u>Sarah Donaldson</u> Applicant or legally authorized representative (print)	<u>Env. Compliance Coordinator</u> Title
<u>Sarah Donaldson</u> Signature	<u>May 9, 2022</u> Date

**“I certify under penalty of law that the information contained in this document, including attachments and supporting data, is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information.”**

\_\_\_\_\_  
Property Owner (if different from Applicant) (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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# **ATTACHMENT D**

## **Proposed Parking Area Map**

**LFUCG Environmental Services**

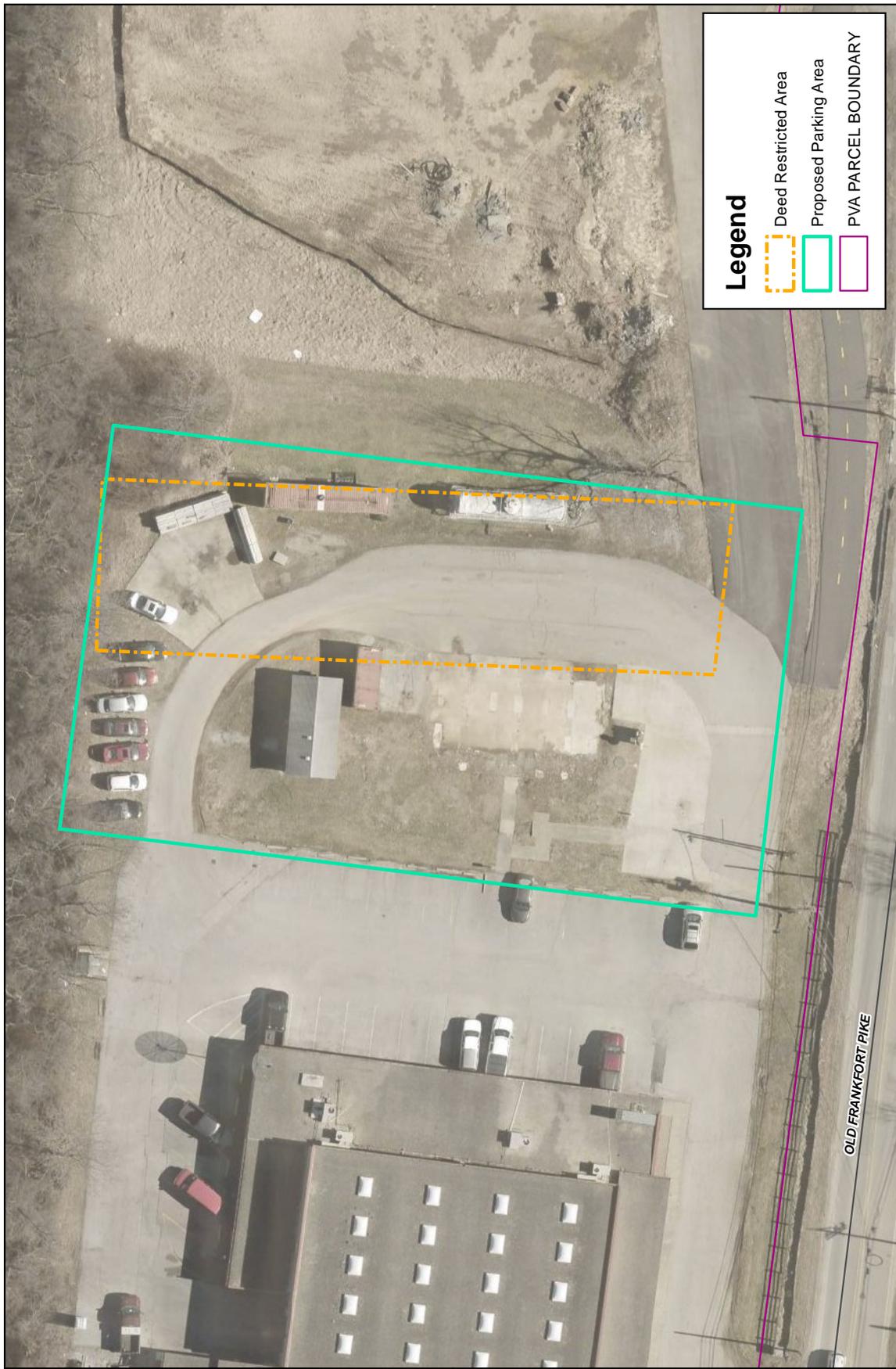


Figure A.7: 2022-05-10 Five Year Review Report Approval from KDWM



ANDY BESHEAR  
GOVERNOR

**ENERGY AND ENVIRONMENT CABINET  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

REBECCA W. GOODMAN  
SECRETARY

ANTHONY R. HATTON  
COMMISSIONER

300 SOWER BOULEVARD  
FRANKFORT, KENTUCKY 40601  
TELEPHONE: 502-564-2150  
TELEFAX: 502-564-4245

May 10, 2022

Sarah Donaldson, CHMM, PG  
Lexington/Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

RE: Acceptance of 3rd Five-Year Review  
AI 52695: Lexington Fire Training Center  
Lexington, Fayette County

Dear Ms. Donaldson,

The Kentucky Division of Waste Management (KDWM) Superfund Branch has reviewed the Five Year Report you submitted on May 10, 2022 for the above referenced property. The report evaluates the effectiveness of the engineering and institutional controls used at the site, and whether those controls are, and will continue to be, protective of human health and the environment.

On July 26, 2007, closure Option B of KRS 224.01-400 (18)(b) was granted and the management plan was approved. The current report indicates that the Environmental Covenant remains in place on the subject property. The current land use also remains consistent with the Environmental Covenant, and the engineering and institutional control measures have remained in place.

Based on its review of the submitted report, the Superfund Branch has determined that the site remains in compliance with KRS 224.01-400 (18)(b). The next Five Year Review submittal will be due on or before April 19, 2027.

As a reminder, an environmental covenant states, "Owner shall notify the Director of Kentucky Division of Waste Management at least thirty (30) days in advance of any proposed grant, transfer, or conveyance of any interest in any or all of the property." This notification needs to be a formal letter stating the intended sale date and the name, address and phone number of the potential buyer. A copy of the proposed deed needs to be included with the letter.

An Equal Opportunity Employer M/F/D

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Sarah Donaldson  
Page 2 of 2  
May 10, 2022

Thank you for your continued efforts to manage this site in a manner that is protective of human health and the environment. If you have any questions, please contact me at 502-782-1225.

Sincerely,



Jennifer Cowan, Environmental Scientist  
Superfund State Section  
Division of Waste Management

Cc: Central File  
Ec: Tammi Hudson, DWM Director  
Todd Mullins, Risk Assessment Manager  
Christopher Jung, Superfund Section Supervisor  
Richard Thomas, Supervisor Frankfort Regional Office

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Figure A.8: 2024-03-20 Fire Training Center Compliance Certification A! 52695

MAYOR LINDA GORTON



**LEXINGTON**

JENNIFER M. CAREY, P.E.  
DIRECTOR  
ENVIRONMENTAL SERVICES

March 20, 2024

Ms. Jennifer Cowen, Environmental Scientist  
Superfund State Section  
Department for Environmental Protection  
Division of Waste Management  
300 Sower Blvd.  
Frankfort, Kentucky 40601

Re: LFUCG Annual Compliance Certification  
Lexington Fire Training Center  
1375 Old Frankfort Pike, Lexington, Kentucky 40504  
Agency Interest Number 52695

Ms. Cowen:

As requested in your March 5, 2024 correspondence, Lexington Fayette Urban County Government (LFUCG) is submitting the following Environmental Covenant Compliance Certification for the LFUCG Fire Training Center documenting compliance with the Environmental Covenant and the Site Management Plan. As you are aware, the Site Management Plan as well as the Environmental Covenant apply to the impacted portion of the site (0.253 acres) as described by the metes and bounds description in the Environmental Covenant. Therefore the below certification is for the managed portion of the property.

**BACKGROUND**

The LFUCG Division of Fire and Emergency Services operates a Fire Training Center at 1375 Old Frankfort Pike. From 1990 to 2001 the Hazmat training area included a concrete containment basin that was built to simulate live fires. In 1998, LFUCG discontinued use of the fire basin and began taking steps to decommission the basin and assess the Hazmat training area to determine whether past training activities had resulted in a release of petroleum to the environment. LFUCG conducted two subsurface site investigations in an attempt to determine if petroleum contamination was present that could be attributable to Hazmat training activities. Low levels of polynuclear aromatic hydrocarbons (PAHs) in excess of allowable residential limits were detected in soil samples collected from several borings during these investigations. In order to comply with the Department of Environmental Protection cleanup requirements and to ensure we are being protective of the environment, LFUCG entered into an Environmental Covenant and developed the Site Management Plan which was subsequently approved by the Division of Waste Management.

**SITE MANAGEMENT PLAN**

LFUCG agreed to manage the PAHs identified at this site through the steps listed below.



200 East Main St., Lexington, KY 40507 / 859.425.2800 Phone / 859.425.2859 Fax / lexingtonky.gov

- ⇒ LFUCG agreed to enter into an Environmental Covenant with the Cabinet as described in KRS 224.80-100 through KRS 224.80-210 to help ensure that activities at this site do not adversely impact the environment.
- ⇒ As specified in the Environmental Covenant, groundwater at the property shall not be used for domestic purposes.
- ⇒ As specified in the Covenant, no residences/dwellings shall be permitted on the impacted area.
- ⇒ As specified in the Covenant, the LFUCG shall not construct any new buildings on the impacted area without prior Cabinet approval.
- ⇒ The LFUCG agreed to create a “cap” by paving those portions of the impacted area in the vicinity of borings 9, 10, 12, 13, 16, 17 and 18 to help limit the amount of precipitation percolating through the fill material. Any fill material/soil disturbed during paving activities was to be left on site.
- ⇒ LFUCG agreed to ensure that the pavement and the fill material/soils in the impacted area are not disturbed without prior approval by the Cabinet.
- ⇒ LFUCG agreed to repair the pavement should it become unserviceable.
- ⇒ LFUCG agreed to visually inspect the impacted area annually to ensure the pavement (cap) is intact and site conditions have not changed significantly and to send the Cabinet written correspondence summarizing the results of this visual inspection within 30 days of the inspection.

#### COMPLIANCE WITH THE COVENANT

**We have reviewed the terms of the Covenant and believe LFUCG is in substantive compliance with the Covenant based on the results of visual inspection of the property completed on March 18, 2024.**

The extended parking lot area plan that was summarized in the Five Year Review report submitted on May 9, 2022 is on hold pending a longer term reevaluation of the property layout. Should any plans be solidified which may impact the managed area of the property, LFUCG will notify the Cabinet of any proposed changes during the planning stages of the project.

Please feel free to contact me at 859-425-2518 or [sdonaldson@lexingtonky.gov](mailto:sdonaldson@lexingtonky.gov) if you have questions about this submittal.

Sincerely,



Sarah M. Donaldson, CHMM, PG  
Environmental Compliance Coordinator, Division of Environmental Services

cc: Jason Wells, Fire Chief, LFUCG Division of Fire & Emergency Services  
Shane Poynter, Battalion Chief, Training  
Michael Sanner, Attorney Sr. LFUCG Department of Law



200 East Main St., Lexington, KY 40507 / 859.425.2800 Phone / 859.425.2859 Fax / [lexingtonky.gov](http://lexingtonky.gov)



Figure A.9: Roy Mardis Drive over Town Branch

**Lexington-Fayette  
Urban County Government**

**Roy H. Mardis Drive over  
Town Branch**

**Prepared by:**

DLZ Kentucky, Inc.  
1950 Haggard Ct  
Lexington, KY 40505  
(859) 299-5226

**Prepared for:**

R.E. Jackson Engineers, PLLC  
811 Corporate Drive  
Lexington, KY 40503



**November 20, 2018**





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## **Table of Contents**

Section	Pages
1 – Introduction and Scope of Work	1.1 to 1.2
2 – Findings and Maintenance Recommendations Summary	2.1 to 2.2
3 – NBI Mini Coding Guide Reference	3.1 to 3.2
4 – Structure Inventory and Appraisal (SIA)	4.1 to 4.5
5 – Photo Report	5.1 to 5.12
6 – Stream Section	6.1 to 6.3



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## **Section 1**

### **Introduction and Scope of Work**

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## Introduction

The Lexington-Fayette Urban County Government (LFUCG) developed an agreement with R.E. Jackson Engineers, PLLC to perform a field inspection and evaluation of the Roy H. Mardis Dr. bridge over Town Branch. This report includes the condition assessments and maintenance recommendations for this structure for use by the LFUCG in maintaining a safe travel network.

## Scope of Work

The work for the structure included a field inspection and documentation through inspection notes and photographs. Structure characteristics such as type, material, and number of spans was recorded along with dimensions from field measurements for span length, structure length, approach roadway width, horizontal clearance, out-to-out width, and approximate skew.

General appraisal ratings were provided for bridge railing, rail transition, approach railing, and end treatments based on meeting current standard railing requirements. Photographic documentation of the structure, channel, and any deficiencies was provided in the photo report included.

Ratings and notes on deficiencies were provided for the deck, superstructure, substructure, and channel as applicable for the structure. Ratings were based on a 0 to 9 scale for NBI Elements 58 through 61 of the National Bridge Inspection Standards. A summary of these ratings can be found in the NBI Mini Coding Guide in Section 3. Notes were also provided for the railings and approach pavement, which do not receive an NBI Rating.

Maintenance recommendations were provided for the structure and channel. The ratings, notes, and maintenance recommendations were compiled in a format consistent with current Structure Inventory and Appraisal (SIA) forms.

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Among maintenance needs, the structure was found to have an NBI Rating of 3 for Superstructure (Item 59), which would mandate a 3 ton gross posting for capacity by KYTC, but because of the types and extent of the deficiencies, the superstructure is being recommended for replacement.



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## **Section 2**

### **Findings and Maintenance Recommendations Summary**

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## Findings Summary

Both the deck (NBI Item 58) and superstructure (NBI Item 59) ratings were found to be a 3, meaning that the structure is in serious condition. Items 58 and 59 were found to be a 3 due to the extensive spalling, cracking, loss of section from advanced corrosion, and failure of numerous primary structural components in the prestressed beams. Evidence of possible other failure of primary structural components that are not currently visible also exist.

Among the major structural deficiencies are deep deck spalls that have exposed stirrups and longitudinal reinforcement. The visible reinforcement shows corrosion and section loss. The sections of the beams that have been patched over with hot mixed asphalt (HMA) have been assumed to have spalls deep enough to expose reinforcement, subjecting the reinforcement to corrosion and section loss similar to that seen in the visible reinforcement. Several other locations throughout the deck not spalled or patched over were found to have unsound concrete that was easily removed with some prodding by an inspection hammer.

From below the bridge, there is clear evidence that the prestressed beams are working independently, rather than as a system as they were designed to. This evidence is seen in the deterioration of the longitudinal shear keys between beams, evident from the heavy leakage through beams and the efflorescence below the beams at the shear keys. Differential sag also exists between the beams, meaning that the shear keys are deteriorated enough to where the beams are working independently.

Most significantly, numerous prestressed strands were found to be completely corroded through or broken. Beam 1 has two strands broken near Abutment 1, two strands broken near mid-span, and two strands that have about 50% section loss near Abutment 2. Beam 2 has two strands broken near mid-span. Beam 3 had no strands visible at time of inspection. Beam 4 has two strands broken near Abutment 2 and a strand with about 50% section loss near mid-span. All beams have extensive spalling, delaminations, efflorescence, and

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rust staining, suggesting deterioration of structural components and possible other strands with major or complete section loss.

## **Maintenance Recommendations Summary**

Because of the pervasiveness of the structural deficiencies and inability to correct deficiencies such as broken prestressing strands, the superstructure is being recommended for replacement. With the substructure (NBI Item 60) having been found to have a rating of 5 (fair condition), no maintenance recommendations are currently being suggested as all primary structural elements are sound. The substructure would be able to remain for use with only minor structural repairs. The embankment protection systems in place are in fair condition with the exception of the torn gabion basket at the northwest wing wall that is spilling into the stream. It is recommended that the gabion basket be repaired or replaced to prevent further embankment erosion at that quadrant in addition to strengthening embankment protection at the other wing walls.



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## **Section 3**

### **NBI Mini Coding Guide Reference**

# NBIP FIELD REVIEW MINI CODING GUIDE

[58]DECK, [59]SUPERSTRUCTURE, [60]SUBSTRUCTURE	
N	NOT APPLICABLE
9	EXCELLENT CONDITION
8	VERY GOOD CONDITION - no problems noted.
7	GOOD CONDITION - some minor problems.
6	SATISFACTORY CONDITION - structural elements show some minor deterioration
5	FAIR CONDITION - all primary structural elements are sound but may have minor section loss, cracking, spalling, or scour.
4	POOR CONDITION - advanced section loss, deterioration, spalling, or scour.
3	SERIOUS CONDITION - loss of section, deterioration, spalling or scour have seriously affected primary structural components. Local failures are possible, Fatigue cracks in steel or shear cracks in concrete may be present.
2	CRITICAL CONDITION - advanced deterioration of primary structural elements. Fatigue cracks in steel or shear cracks in concrete may be present or scour may have removed substructure support. Unless closely monitored it may be necessary to close the bridge until corrective action is taken.
1	"IMMINENT" FAILURE CONDITION - major deterioration or section loss present in critical structural components or obvious vertical or horizontal movement affecting structure stability. Bridge is closed to traffic but corrective action may put it back in light service.
0	FAILED CONDITION - out of service - beyond corrective action.

[41] STRUCTURE OPEN, POSTED OR CLOSED TO TRAFFIC	
A	Open, no restriction
B	Open, posting recommended but not legally implemented (all signs not in place or not correctly implemented)
D	Open, would be posted or closed except for temporary shoring, etc. to allow for unrestricted traffic
E	Open, temporary structure in place to carry legal loads while original structure is closed and awaiting replacement or Rehabilitation
G	New structure not yet open to traffic
K	Bridge closed to all traffic
P	Posted for load (may include other restrictions such as temporary bridges which are load posted)
R	Posted for other load-capacity restriction (speed, number of vehicles on bridge, etc.)

**[43]STRUCTURE TYPE, MAIN**  
Record the description on the inspection form and indicate the type of structure for the main span(s) with a 3-digit code composed of 2 segments. The first digit indicates the kind of material and/or design and shall be coded using one of the following codes(43A). The second and third digits indicate the predominant type of design and/or type of construction and shall be coded using one of the following codes(43B).

[43A] STRUCTURE TYPE – Material/Des.	[43B] STRUCTURE TYPE –Des./Constr.
1 Concrete	01 Slab
2 Concrete continuous	02 Stringer/Multi-beam or Girder
3 Steel	03 Girder and Floorbeam System
4 Steel continuous	04 Tee Beam
5 Prestressed concrete *	05 Box Beam or Girders - Multiple
6 Prestressed concrete continuous *	06 Box Beam or Girders - Single or Spread
7 Wood or Timber	07 Frame (except frame culverts)
8 Masonry	08 Orthotropic
9 Aluminum, Wrought Iron, or Cast Iron	09 Truss - Deck
0 Other	10 Truss - Thru
	11 Arch - Deck
	12 Arch - Thru
	13 Suspension
	14 Stayed Girder
	15 Movable - Lift
	16 Movable - Bascule
	17 Movable - Swing
	18 Tunnel
	19 Culvert (includes frame culverts)
	20 * Mixed types
	21 Segmental Box Girder
	22 Channel Beam
	00 Other
	* Applicable only to appr. spans - Item 44

\* Post-tensioned concrete should be coded as prestressed concrete.

Note: all items listed have been excerpted from the NBI Coding Guide. Some parts of Item descriptions may have been omitted from this sheet. See coding guide for complete coding requirements.

[62]CULVERTS	
This item evaluates the alignment, settlement, joints, structural condition, scour, and other items associated with culverts. The rating code is intended to be an overall condition evaluation of the culvert.	
Integral wingwalls to the first construction or expansion joint shall be included in the evaluation. For a detailed discussion regarding the inspection and rating of culverts, consult Report No. FHWA-IP-86-2, Culvert Inspection Manual, July 1986.	
Item 58 - Deck, Item 59 - Superstructure, and Item 60 – Substructure shall be coded N for all culverts.	
N	Not applicable. Use if structure is not a culvert.
9	No deficiencies.
8	No noticeable or noteworthy deficiencies which affect the condition of the culvert. Insignificant scrape marks caused by drift.
7	Shrinkage cracks, light scaling, and insignificant spalling which does not expose reinforcing steel. Insignificant damage caused by drift with no misalignment and not requiring corrective action. Some minor scouring has occurred near curtain walls, wingwalls, or pipes. Metal culverts have a smooth symmetrical curvature with superficial corrosion and no pitting.
6	Deterioration or initial disintegration, minor chloride contamination, cracking with some leaching, or spalls on concrete or masonry walls and slabs. Local minor scouring at curtain walls, wingwalls, or pipes. Metal culverts have a smooth curvature, non-symmetrical shape, significant corrosion or moderate pitting.
5	Moderate to major deterioration or disintegration, extensive cracking and leaching, or spalls on concrete or masonry walls and slabs. Minor settlement or misalignment. Noticeable scouring or erosion at curtain walls, wingwalls, or pipes. Metal culverts have significant distortion and deflection in one section, significant corrosion or deep pitting.
4	Large spalls, heavy scaling, wide cracks, considerable efflorescence, or opened construction joint permitting loss of backfill. Considerable settlement or misalignment. Considerable scouring or erosion at curtain walls, wingwalls or pipes. Metal culverts have significant distortion and deflection throughout, extensive corrosion or deep pitting.
3	Any condition described in Code 4 but which is excessive in scope. Severe movement or differential settlement of the segments, or loss of fill. Holes may exist in walls or slabs. Integral wingwalls nearly severed from culvert. Severe scour or erosion at curtain walls, wingwalls or pipes. Metal culverts have extreme distortion and deflection in one section, extensive corrosion, or deep pitting with scattered perforations.
2	Integral wingwalls collapsed, severe settlement of roadway due to loss of fill. Section of culvert may have failed and can no longer support embankment. Complete undermining at curtain walls and pipes. Corrective action required to maintain traffic. Metal culverts have extreme distortion and deflection throughout with extensive perforations due to corrosion.
1	Bridge closed. Corrective action may put back in light service.
0	Bridge closed. Replacement necessary.

[72] APPROACH ROADWAY ALIGNMENT	
Code the rating based on the adequacy of the approach roadway alignment. This item identifies those bridges which do not function properly or adequately due to the alignment of the approaches. It is not intended that the approach roadway alignment be compared to current standards but rather to the existing highway alignment. This concept differs from other appraisal evaluations. The establishment of set criteria to be used at all bridge sites is not appropriate for this item. The basic criteria is how the alignment of the roadway approaches to the bridge relate to the general highway alignment for the section of highway the bridge is on. For example, if the highway section requires a substantial speed reduction due to vertical or horizontal alignment, and the roadway approach to the bridge requires only a very minor additional speed reduction at the bridge, the appropriate code would be a 6. This concept shall be used at each bridge site. Speed reductions necessary because of structure width and not alignment shall not be considered in evaluating this item.	
3 or 6	the horizontal or vertical curvature requires a substantial reduction in the less vehicle operating speed from that on the highway section
6	A very minor speed reduction
8	a speed reduction is not required
Additional codes may be selected between these general values.	



# NBIP FIELD REVIEW MINI CODING GUIDE

## [61] CHANNEL & CHANNEL PROTECTION

This item describes the physical conditions associated with the flow of water through the bridge such as stream stability and the condition of the channel, riprap, slope protection, or stream control devices including spur dikes. The inspector should be particularly concerned with visible signs of excessive water velocity which may affect undermining of slope protection, erosion of banks, and realignment of the stream which may result in immediate or potential problems. Accumulation of drift and debris on the superstructure and substructure should be noted on the inspection form but not included in the condition rating.

N	Not applicable. Use when bridge is not over a waterway (channel).
9	There are no noticeable or noteworthy deficiencies which affect the condition of the channel.
8	Banks are protected or well vegetated. River control devices such as spur dikes and embankment protection are not required or are in a stable condition.
7	Bank protection is in need of minor repairs. River control devices and embankment protection have a little minor damage. Banks and/or channel have minor amounts of drift.
6	Bank is beginning to slump. River control devices and embankment protection have widespread minor damage. There is minor stream bed movement evident. Debris is restricting the channel slightly.
5	Bank protection is being eroded. River control devices and/or embankment have major damage. Trees and brush restrict the channel.
4	Bank and embankment protection is severely undermined. River control devices have severe damage. Large deposits of debris are in the channel.
3	Bank protection has failed. River control devices have been destroyed. Stream bed aggradation, degradation or lateral movement has changed the channel to now threaten the bridge and/or approach roadway.
2	The channel has changed to the extent the bridge is near a state of collapse.
1	Bridge closed because of channel failure. Corrective action may put back in light service.
0	Bridge closed because of channel failure. Replacement necessary.

## [103] TEMPORARY STRUCTURE

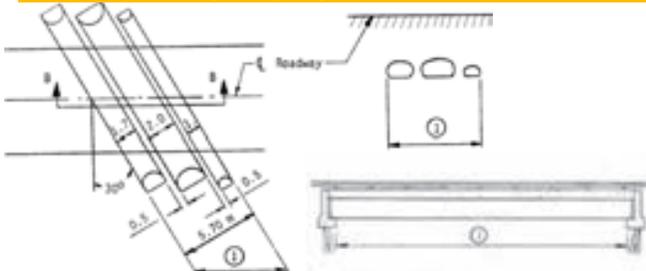
Code this item to indicate situations where temporary structures or conditions exist. This item should be blank if not applicable. Temporary structure(s) or conditions are those which are required to facilitate traffic flow. This may occur either before or during the modification or replacement of a structure found to be deficient. Such conditions include the following:

- ! Bridges shored up, including additional temporary supports.
- ! Temporary repairs made to keep a bridge open.
- ! Temporary structures, temporary runarounds or bypasses.
- ! Other temporary measures, such as barricaded traffic lanes to keep the bridge open.

Any repaired structure or replacement structure which is expected to remain in place without further project activity, other than maintenance, for a significant period of time shall not be considered temporary. Under such conditions, that structure, regardless of its type, shall be considered

## [112] NBIS BRIDGE LENGTH

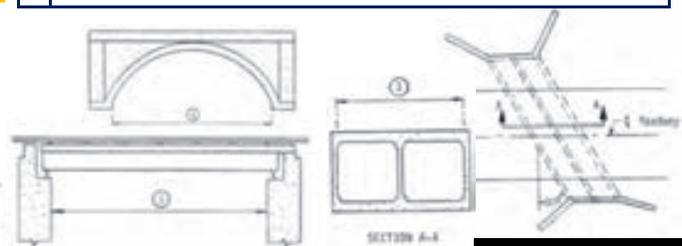
The following definition of a bridge is to be used: A structure including supports erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet\* between undercopings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between openings is less than half of the smaller contiguous opening.



## [113] SCOUR CRITICAL BRIDGES

Use a single-digit code as indicated below to identify the current status of the bridge regarding its vulnerability to scour. Whenever a rating factor of 2 or below is determined for this item, the rating factor for Item 60 -- Substructure and other affected items (i.e., load ratings, superstructure rating) should be revised to be consistent with the severity of observed scour and resultant damage to the bridge. A plan of action should be developed for each scour critical bridge. A scour critical bridge is one with abutment or pier foundation rated as unstable due to (1) observed scour at the bridge site (rating factor of 2, 1, or 0) or (2) a scour potential as determined from a scour evaluation study (rating factor of 3). It is assumed that the coding of this item has been based on an engineering evaluation, which includes consultation of the NBIS field inspection findings.

N	Bridge not over waterway.
U	Bridge with "unknown" foundation that has not been evaluated for scour. Until risk can be determined, a plan of action should be developed and implemented to reduce the risk to users from a bridge failure during and immediately after a flood event (see HEC 23).
T	Bridge over "tidal" waters that has not been evaluated for scour, but considered low risk. Bridge will be monitored with regular inspection cycle and with appropriate underwater inspections until an evaluation is performed ("Unknown" foundations in "tidal" waters should be coded U.)
9	Bridge foundations (including piles) on dry land well above flood water elevations.
8	Bridge foundations determined to be stable for the assessed or calculated scour condition. Scour is determined to be above top of footing (Example A) by assessment (i.e., bridge foundations are on rock formations that have been determined to resist scour within the service life of the bridge), by calculation or by installation of properly designed countermeasures (see HEC 23).
7	Countermeasures have been installed to mitigate an existing problem with scour and to reduce the risk of bridge failure during a flood event. Instructions contained in a plan of action have been implemented to reduce the risk to users from a bridge failure during or immediately after a flood event.
6	Scour calculation/evaluation has not been made. (Use only to describe case where bridge has not yet been evaluated for scour potential).
5	Bridge foundations determined to be stable for assessed or calculated scour condition. Scour is determined to be within the limits of footing or piles (Example B) by assessment (i.e., bridge foundations are on rock formations that have been determined to resist scour within the service life of the bridge), by calculations or by installation of properly designed countermeasures (see HEC 23).
4	Bridge foundations determined to be stable for assessed or calculated scour conditions; field review indicates action is required to protect exposed foundations (see HEC 23).
3	Bridge is scour critical; bridge foundations determined to be unstable for assessed or calculated scour conditions: -Scour within limits of footing or piles. (Example B) -Scour below spread-footing base or pile tips. (Example C)
2	Bridge is scour critical; field review indicates that extensive scour has occurred at bridge foundations, which are determined to be unstable by: -a comparison of calculated scour and observed scour during the bridge inspection, or an engineering evaluation of the observed scour condition reported by the bridge inspector in Item 60.
1	Bridge is scour critical; field review indicates that failure of piers/abutments is imminent. Bridge is closed to traffic. Failure is imminent based on: -a comparison of calculated and observed scour during the bridge inspection, or -an engineering evaluation of the observed scour condition reported by the bridge inspector in Item 60.
0	Bridge is scour critical. Bridge has failed and is closed to traffic.



EAC revised 10/2012

3.2



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## **Section 4**

### **Structure Inventory and Appraisal (SIA)**



## Bridge Inspection Report

<u>IDENTIFICATION</u>	
<b>Structure Num (8):</b>	069C00014N
<b>NBI Number:</b>	069C00014N
<b>Structure Name:</b>	
<b>Location (9):</b>	.1 MI S OF JCT KY 698
<b>Carries (7):</b>	GREASY RIDGE RD
<b>Type of Service (42A):</b>	1 Highway
<b>Feature Crossed (6):</b>	GREEN RIVER
<b>Type of Service (42B):</b>	5 Waterway
<b>Placecode (4):</b>	Not Applicable
<b>County (3):</b>	Lincoln (069)
<b>State (1):</b>	21 Kentucky
<b>Admin Area:</b>	Inventory
<b>District:</b>	District 8
<b>Latitude (16):</b>	37° 26' 46"
<b>Longitude (17):</b>	84° 42' 9"
<b>Owner (22):</b>	County Hwy Agency
<b>Maint. Resp. (21):</b>	County Hwy Agency
<b>Year Built (27):</b>	1970
<b>Year Recon (106):</b>	0
<b>Border State (98A):</b>	Unknown (P)
<b>Border Number (99):</b>	
<b>% Responsibility (98B):</b>	-1

<b>Health Index:</b>	82.73		
<b>SubStd: No</b>	<b>SubStd Reason:</b> Not Sub-Standa		
Inspection Type	Freq (92)	Last Insp (93)	Next Insp
Routine	12	11/9/2017	11/9/2018
Element	12	11/9/2017	11/9/2018
Fracture Critical (A)		1/1/1901	1/1/1901
Underwater (B)		1/1/1901	1/1/1901
Special Insp (C)		2/19/2013	1/1/1901

<u>LOAD RATING AND POSTING</u>	
<b>Posting Status(41):</b>	P Posted for load
<b>Posting (70):</b>	5 At/Above Legal Loads
<b>Signs Posted Cardinal:</b>	Yes
<b>Signs Posted Non-Cardinal:</b>	Yes
<b>Recmd Date:</b>	<b>Posted Date:</b>
<b>Required Postings (Tons.)</b>	<b>Field Postings (Tons.)</b>
<b>Gross:</b>	<b>Gross:</b> 15.00
<b>Truck Type 1:</b>	<b>Truck Type 1</b>
<b>Truck Type 2:</b>	<b>Truck Type 2</b>
<b>Truck Type 3:</b>	<b>Truck Type 3</b>
<b>Truck Type 4:</b>	<b>Truck Type 4</b>
<b>SUV 5:</b>	<b>SUV 5:</b>
<b>SUV 6:</b>	<b>SUV 6:</b>
<b>SUV 7:</b>	<b>SUV 7:</b>
<b>EV2:</b>	
<b>EV3:</b>	

<u>DECK GEOMETRY</u>	
<b>Deck Geometry (68):</b>	4 Tolerable
<b>Deck Area:</b>	979.52 ft²
<b>Deck Type (107):</b>	2 Concrete Precast Panel
<b>Wearing Surface (108A):</b>	
<b>Membrane (108B):</b>	0 None
<b>Deck Protection (108C):</b>	None
<b>Approach Roadway width (32):</b>	ft.
<b>Width Curb to Curb (51):</b>	19.69 ft.
<b>O. to O. Width (52):</b>	21.33 ft.
<b>Curb / Sidewalk Width L (50A):</b>	0.75 ft.
<b>Curb / Sidewalk Width R (50B):</b>	0.75 ft.
<b>Median (33):</b>	0 No median

DECK CONDITION

**Deck Rating (58):**

**Bridge Rail (36A):**

**Transition (36B):**

**Approach Rail (36C):**

**Approach Rail Ends (36D):**

<u>SUPERSTRUCTURE GEOMETRY</u>	
<b># of Main Spans (45):</b>	1
<b># of Approach Spans (46):</b>	0
<b>Main Material (43 A):</b>	5 Prestressed Concrete
<b>Main Design (43 B):</b>	05 Multiple Box Beam
<b>Max Span Length (48):</b>	43.96 ft.
<b>Structure Length (49):</b>	45.93 ft.
<b>NBIS Length (37):</b>	Long Enough
<b>Temp Structure (103):</b>	Not Applicable (P)
<b>Skew (34):</b>	15°
<b>Structure Flared (35):</b>	0 No flare
<b>Parallel Structure (101):</b>	No    bridge exists
<b>Approach Alignment (72):</b>	8 Equal Desirable Crit

SUPERSTRUCTURE CONDITION

**Superstructure Rating (59):**

**Structure Evaluation (67):**





## Bridge Inspection Report

<u>SUBSTRUCTURE GEOMETRY</u>		
<b>Navigation Control (38):</b>	Permit Not Required	<b>Substructure Rating (60):</b> 6 Satisfactory <b>Channel Rating (61):</b> 5 Bank Prot Eroded
<b>Nav Vert Clearance (39):</b>		
<b>Nav Horiz Clearance (40):</b>		
<b>Pier Protection (111):</b>	Not Applicable (P)	
<b>Lift Bridge Vertical Clearance (116):</b>		
<b>Scour Rating (113):</b>	8 Stable Above Footing	
<b>Waterway Adequacy (71):</b>	7 Above Minimum	
<b>Substructure Condition History:</b>		
2006	7	
2007	5	
2008	5	
2009	5	
2010	4	
2011	4	
2012	4	
2013	6	
2014	6	
2015	6	
2016	6	
2017	6	

<u>KYTC FIELDS</u>			
<b>Overlay:</b>	Yes	<b>Scour Observed:</b>	No Scour
<b>Overlay Type:</b>	Asphalt	<b>Scour Risk :</b>	Low Risk
<b>Overlay Thickness:</b>	2.00 in.	<b>Scour Analysis/Assessment :</b>	Completed by Ogden
<b>Overlay Year:</b>		<b>Scour POA :</b>	Not Required
<b>Cross Section:</b>	Yes	<b>Scour POA Date :</b>	
<b>Cross Section Date:</b>	11/15/2016		

ROUTE ON STRUCTURE: GREASY RIDGE RD					
ROADWAY LOCATION		ROADWAY CLASSIFICATION		CLEARANCES	
<b>Pos Prefix (5A):</b>	Route On Structure	<b>Funct Class (26):</b>	09 Rural Local	<b>Vertical (10):</b>	99.99 ft.
<b>Kind of Hwy (5B):</b>	4 County Hwy	<b>Level Service (5C):</b>	1 Mainline	<b>Min Vert Over (53):</b>	99.99 ft.
<b>Route Num (5D):</b>	01202	<b>NHS (104):</b>	0 Not on NHS	<b>Vert Ref (54A):</b>	N Feature not hwy or RR
<b>LRS Route (13A/B):</b>		<b>Defense Hwy (100):</b>	0 Not a STRAHNET hwy	<b>Horizontal (47):</b>	19.36 ft.
<b>Milepost (11):</b>	0.14 mi	<b>Toll Facility (20):</b>	3 On free road	<b>Min Lat Left (56):</b>	0.00 ft.
<b>Suffix (5E):</b>	0 N/A (NBI)	<b>ADT (29):</b>	128 Cars/Day	<b>Min Lat Right (55B):</b>	0.00 ft.
<b>Lanes On (28A):</b>	2	<b>Pct Trucks (109):</b>	11.00%	<b>Horiz Ref (55A):</b>	N Feature not hwy or RR
<b>Detour Length (19):</b>	8.08 mi	<b>ADT Year (30):</b>	2011	<b>Underclearance (69):</b>	N Not applicable (NBI)

### STRUCTURE NOTES

### INSPECTION NOTES

### SCOUR NOTES

### LOAD RATING NOTES

### COMPLIANCE NOTES



## Bridge Inspection Report

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
15	Pre Concrete Top Flange	3	11/09/2017	987.00	sq.ft	787.00	200.00	0.00	0.00

The deck area between the concrete curbs and the asphalt wearing surface is filled with dirt and debris.

510	Wearing Surfaces	3	11/09/2017	910.00	sq.ft	610.00	300.00	0.00	0.00
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Asphalt overlay has transverse cracking at ends & longitudinal cracks over the shear keys between box beams.

3220	Crack (Wearing Surface)	3	11/09/2017	1.00	sq.ft	1.00	0.00	0.00	0.00
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ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
104	Pre Cld Box Girder	3	11/09/2017	329.00	ft	149.00	164.00	16.00	0.00

The bottom of all beams are discolored from deck drainage and also around the keys. Beam 6 has a 12 ft. section of exposed steel and an additional foot of delamination, where cracking is developing. Beams have some efflorescence around the shear keys as well..

1080	Delamination/Spall/Patched Area	3	11/09/2017	15.00	ft	0.00	0.00	15.00	0.00
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1120	Efflorescence/Rust Staining	3	11/09/2017	65.00	ft	0.00	65.00	0.00	0.00
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## Bridge Inspection Report

2310 Leakage 3 11/09/2017 100.00 ft 0.00 99.00 1.00 0.00

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
215	Re Conc Abutment	3	11/09/2017	86.00	ft	38.00	48.00	0.00	0.00

The abutments and wingwalls have fine cracking, discoloration and light to moderate scale. Wingwalls have minor diagonal cracking. Previously recorded scour at this structures abutments has been remedied by forming around footers and pouring concrete under & around old footers. These countermeasures are in good condition.

1130 Cracking (RC and Other) 3 11/09/2017 38.00 ft 0.00 38.00 0.00 0.00

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
220	Re Conc Pile Cap/Ftg	3	11/09/2017	86.00	ft	80.00	6.00	0.00	0.00

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
330	Metal Bridge Railing	3	11/09/2017	94.00	ft	0.00	94.00	0.00	0.00

The steel guardrail has prevalent surface rust throughout all.

515 Steel Protective Coating 3 11/09/2017 376.00 sq.ft 0.00 0.00 376.00 0.00



## Bridge Inspection Report

### Work Candidates Report

BRIDGE ID	WORK ID	DESCRIPTION	DATE RECOMMENDED	DATE COMPLETED	TARGET YEAR	STATUS	PRIORITY	WORK ASSIGNE	SOURCE
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[Redacted content]									
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**Section 5**  
**Photo Report**

Roy H. Mardis Dr. Over Town Branch  
Standard Inspection 11-20-18



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Roy H. Mardis Dr. Over Town Branch  
Standard Inspection 11-20-18



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Roy H. Mardis Dr. Over Town Branch  
Standard Inspection 11-20-18



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Roy H. Mardis Dr. Over Town Branch  
Standard Inspection 11-20-18



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Roy H. Mardis Dr. Over Town Branch  
Standard Inspection 11-20-18



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Roy H. Mardis Dr. Over Town Branch  
Standard Inspection 11-20-18



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Roy H. Mardis Dr. Over Town Branch  
Standard Inspection 11-20-18



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Roy H. Mardis Dr. Over Town Branch  
Standard Inspection 11-20-18



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Roy H. Mardis Dr. Over Town Branch  
Standard Inspection 11-20-18



9/12

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Roy H. Mardis Dr. Over Town Branch  
Standard Inspection 11-20-18



10/12

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Roy H. Mardis Dr. Over Town Branch  
Standard Inspection 11-20-18



11/12

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Roy H. Mardis Dr. Over Town Branch  
Standard Inspection 11-20-18





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**Section 6**  
**Stream Section**

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## Stream Cross Section Notes

Inspector: M. Feltz, J. Agler

Date: 11/20/2018

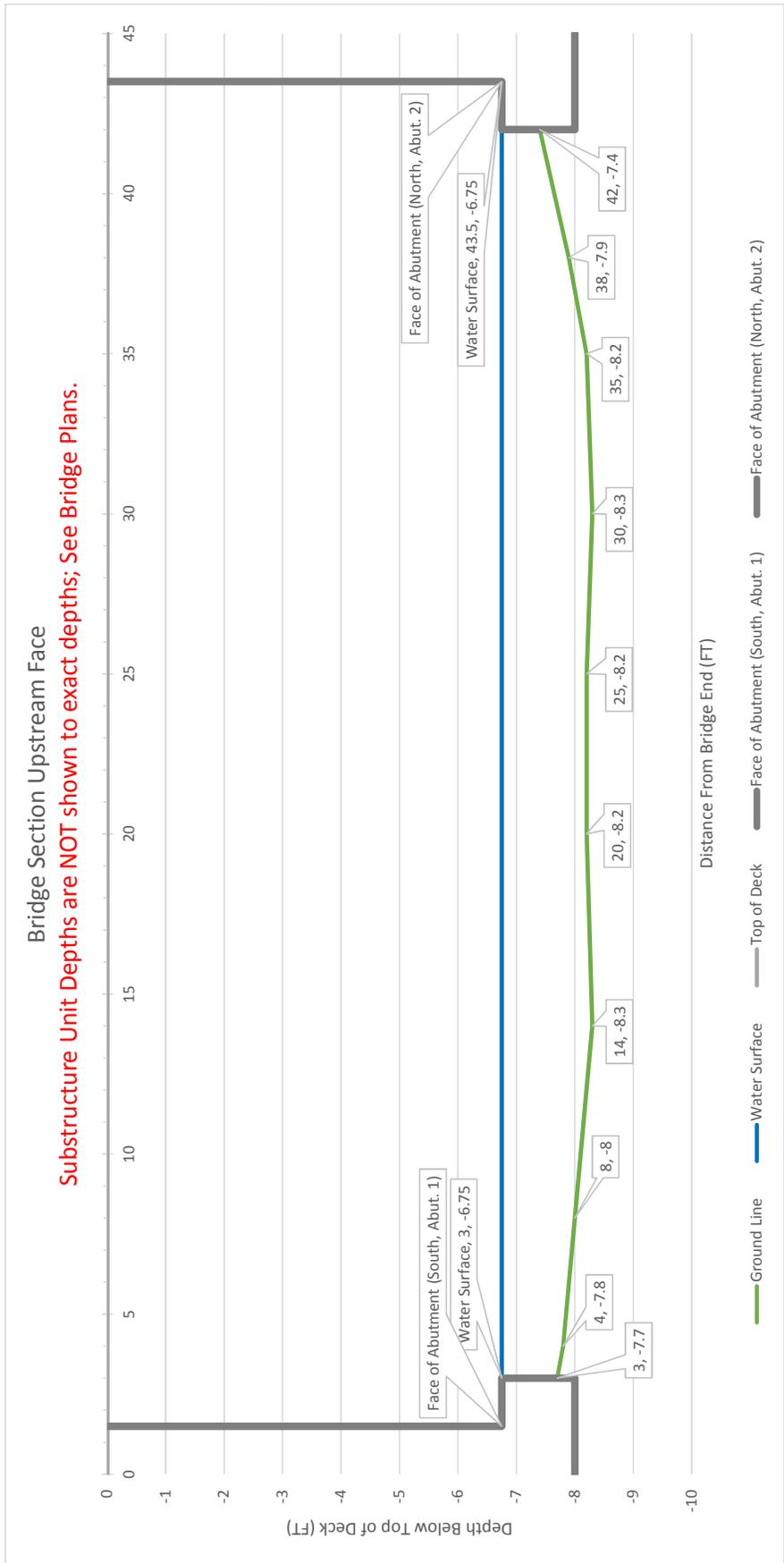
Bridge ID: N/A

Owner: LFUCG

Notes: Y=0 was taken along top of deck

X=0 was taken at the end of the south abutment beam ends and along the centerline of the bridges for both the upstream and downstream cross-sections: the skew is either or close to 0 degrees.

The upstream and downstream cross sections are looking downstream (west).



### Bridge Section Downstream Face

Substructure Unit Depths are NOT shown to exact depths; See Bridge Plans.

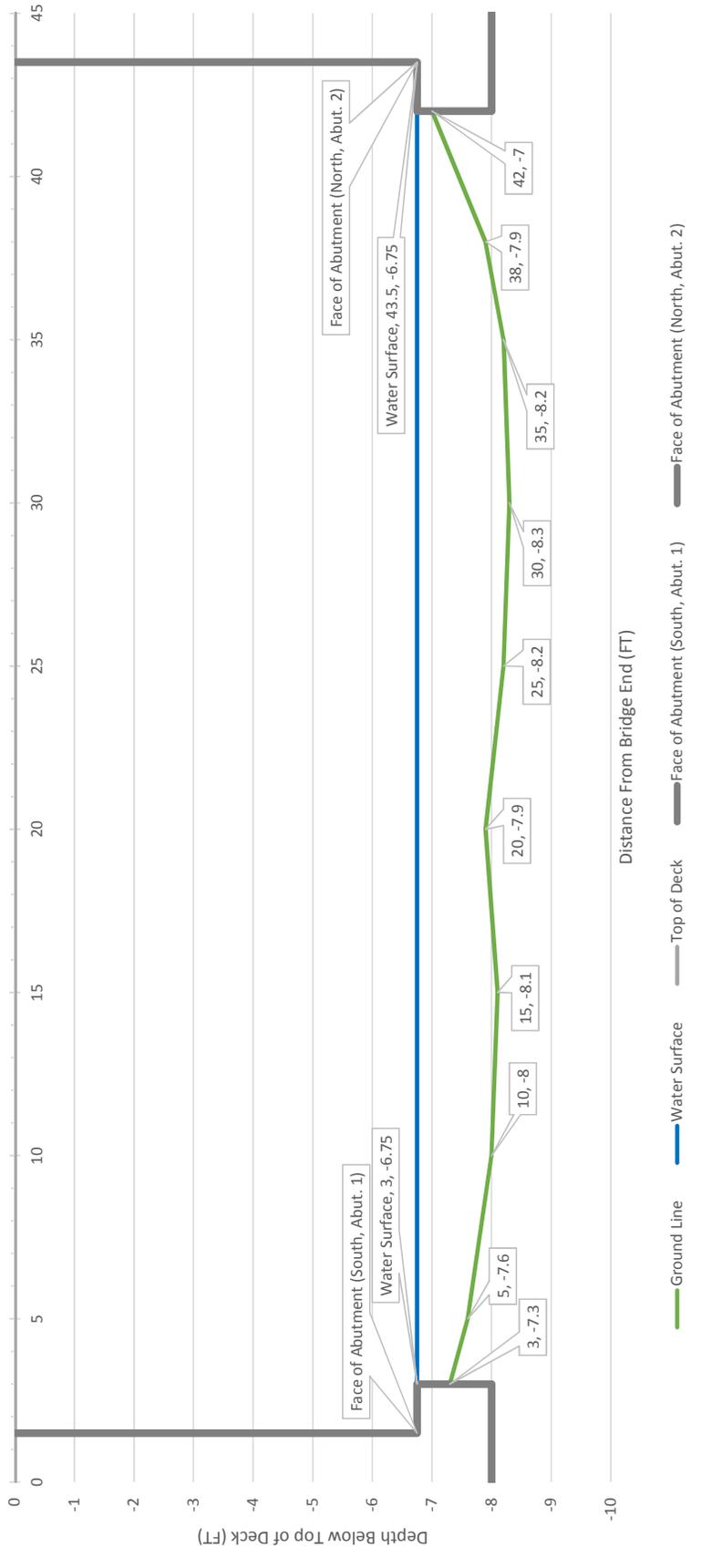


Figure A.10: Site and Exterior Photos



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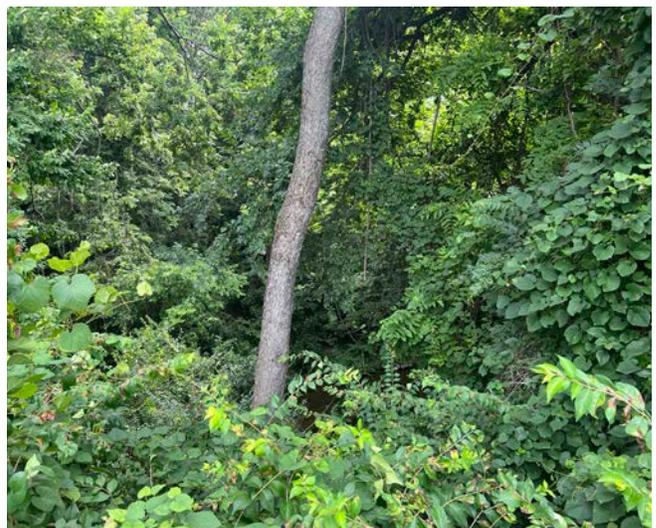
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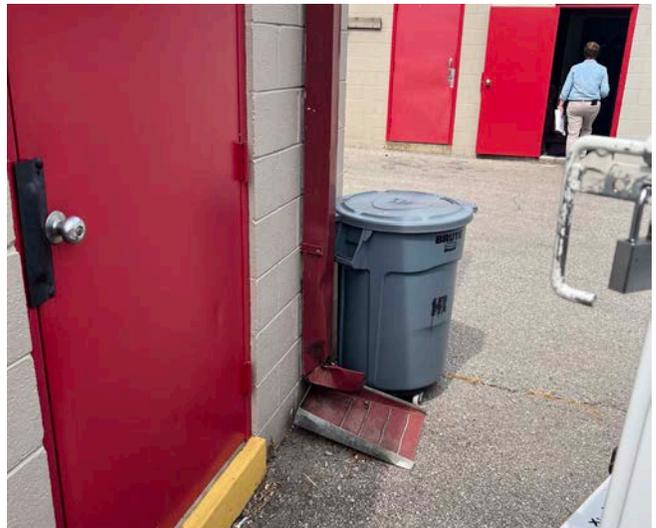
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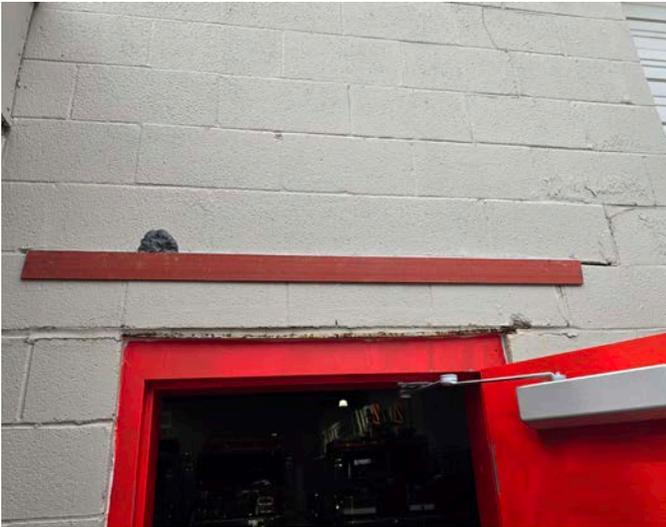
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Figure A.11: Roof Photos



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Figure A.12: Interior Photos



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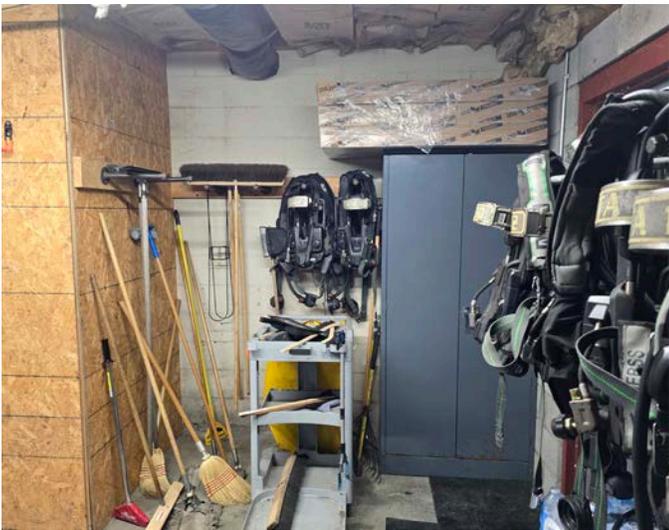
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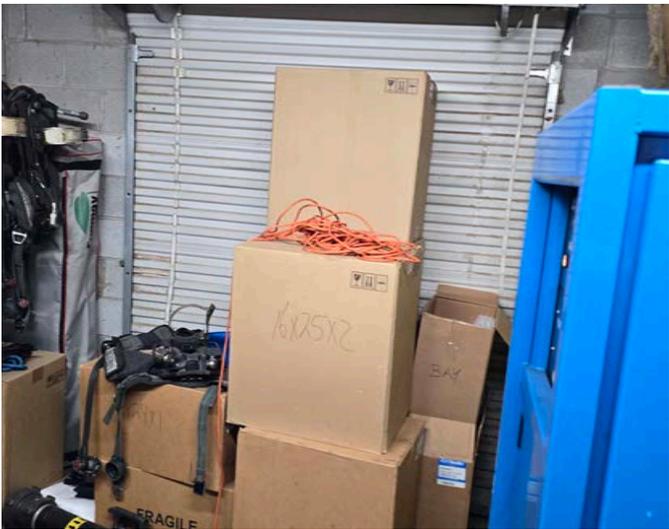
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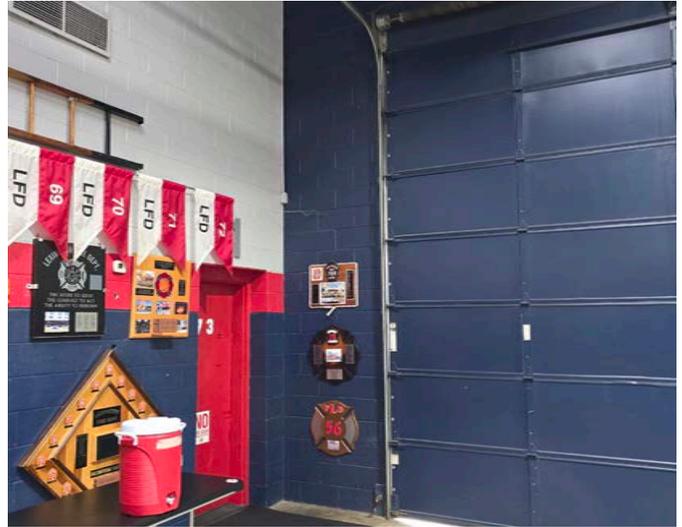
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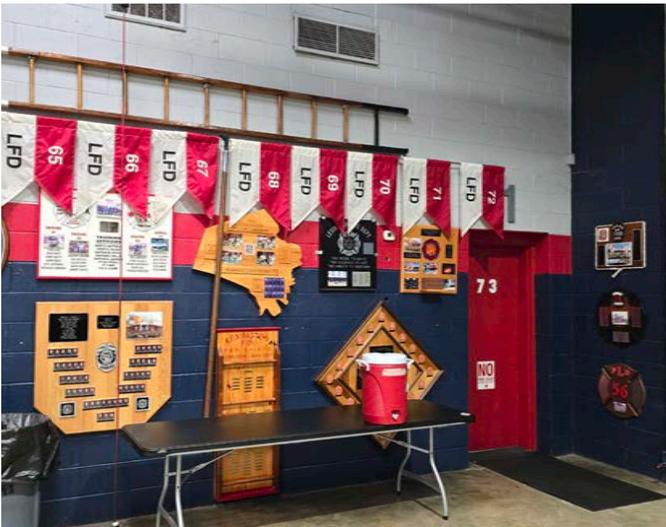
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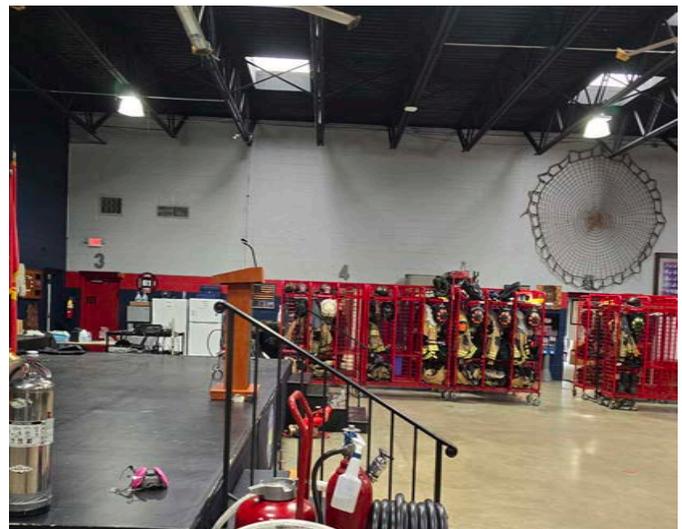
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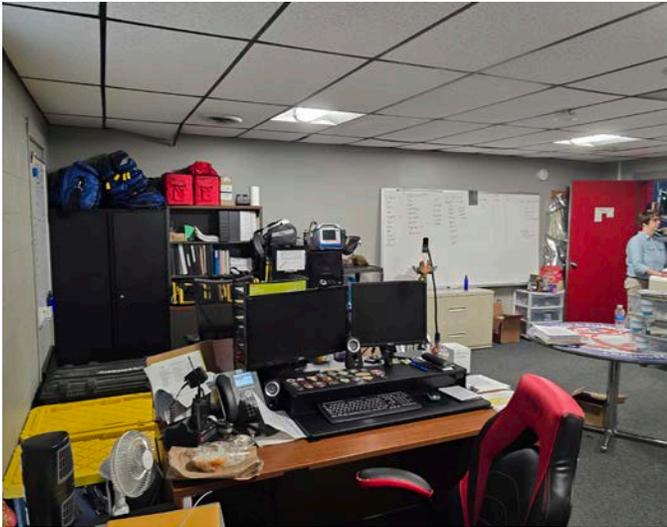
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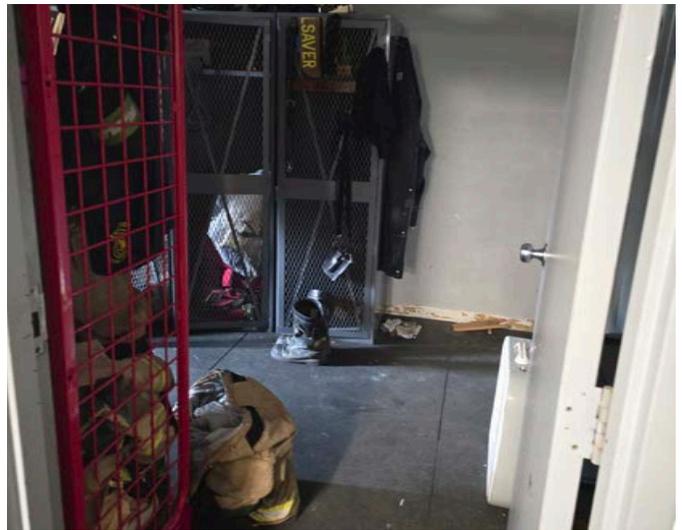
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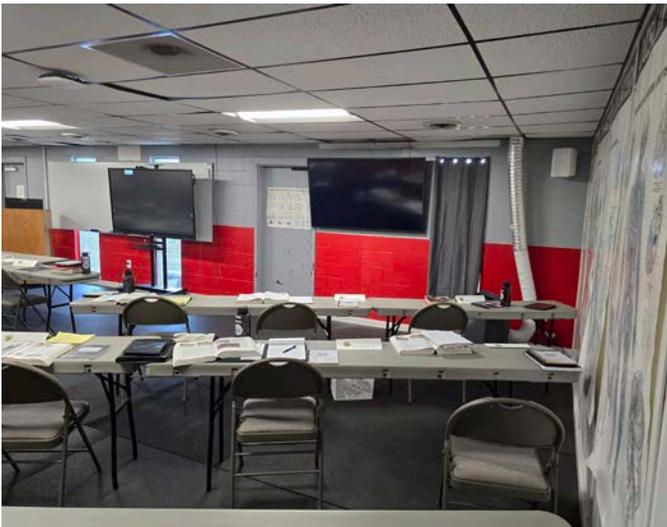
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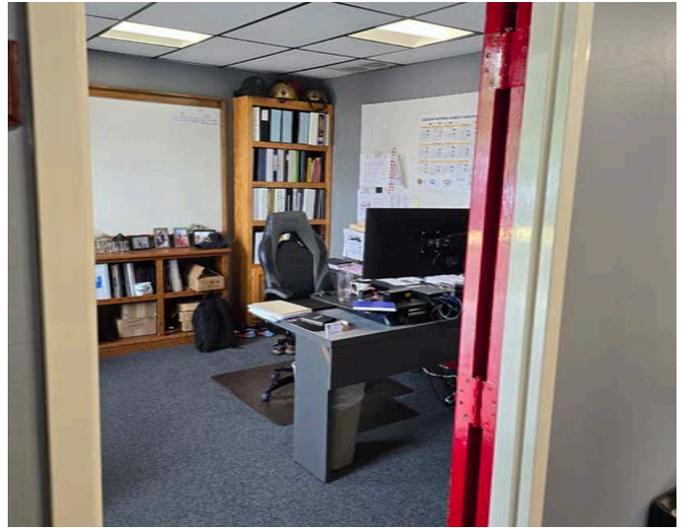
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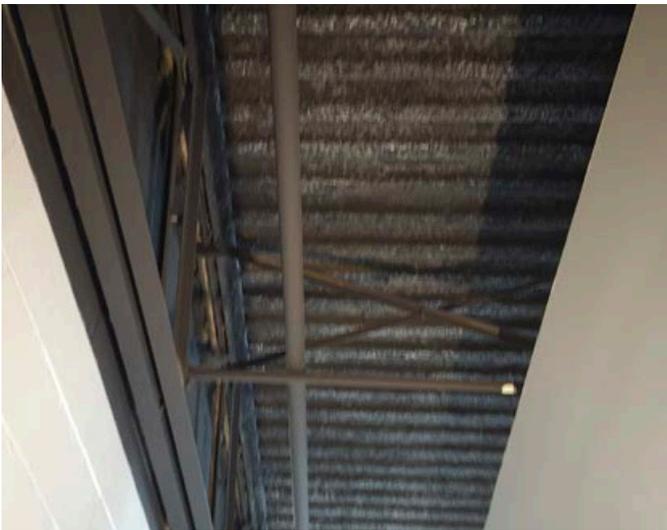
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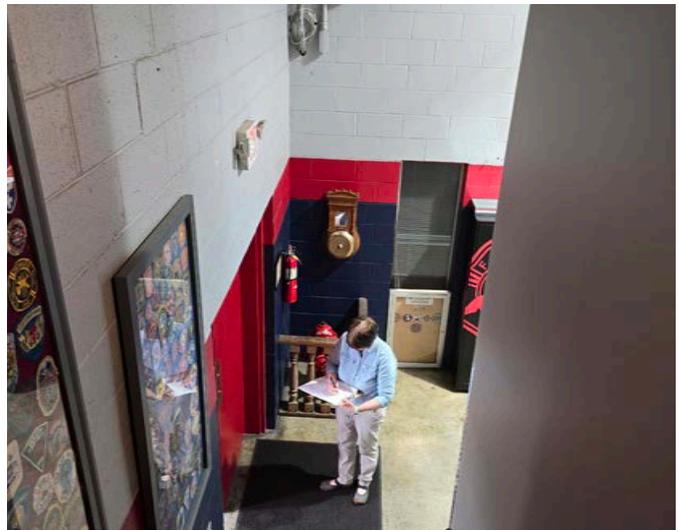
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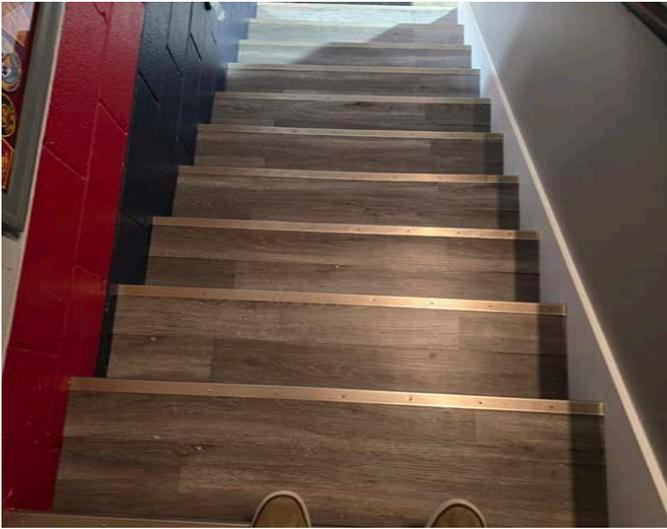
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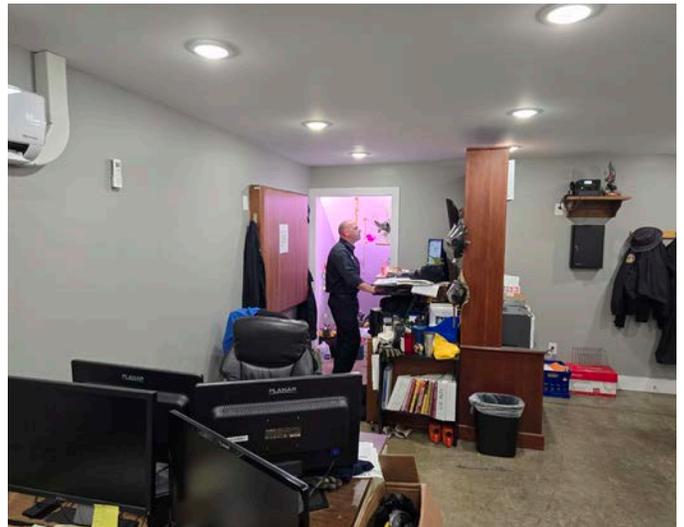
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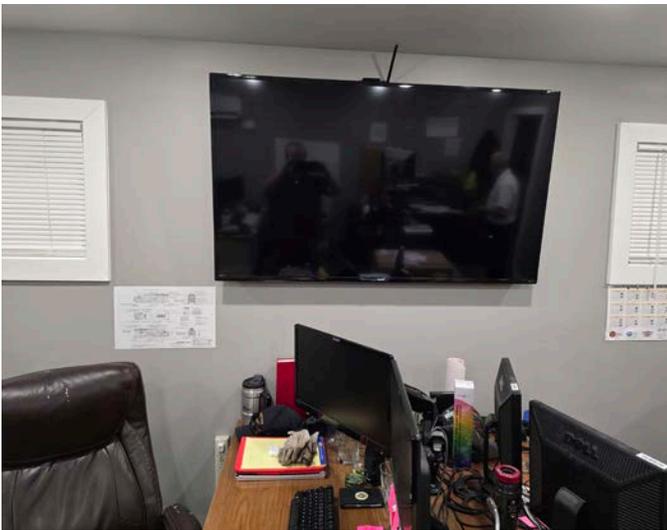
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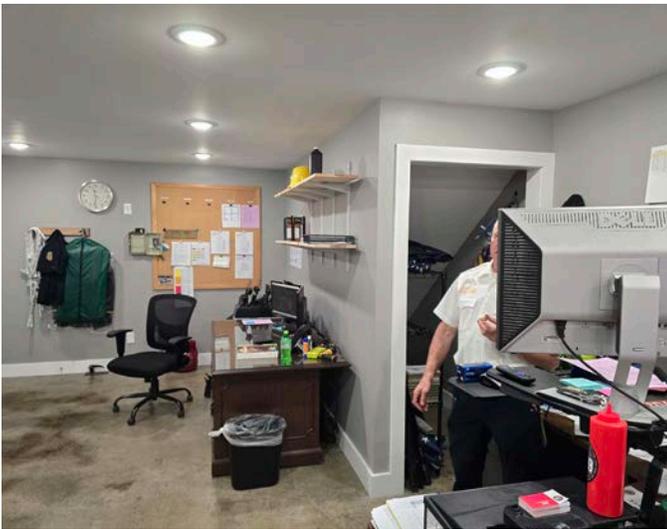
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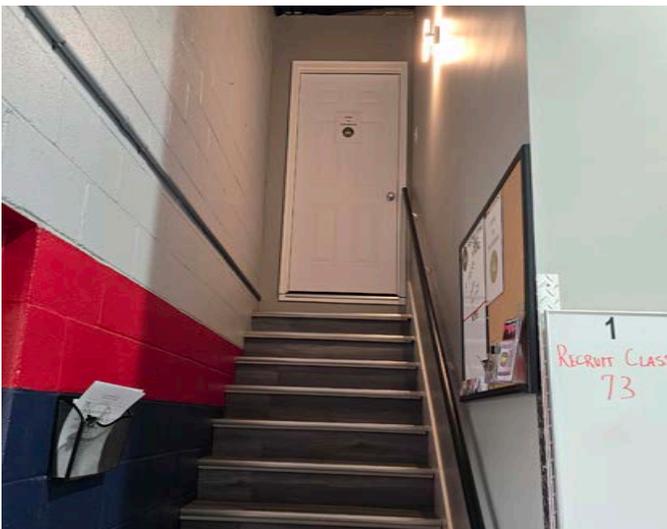
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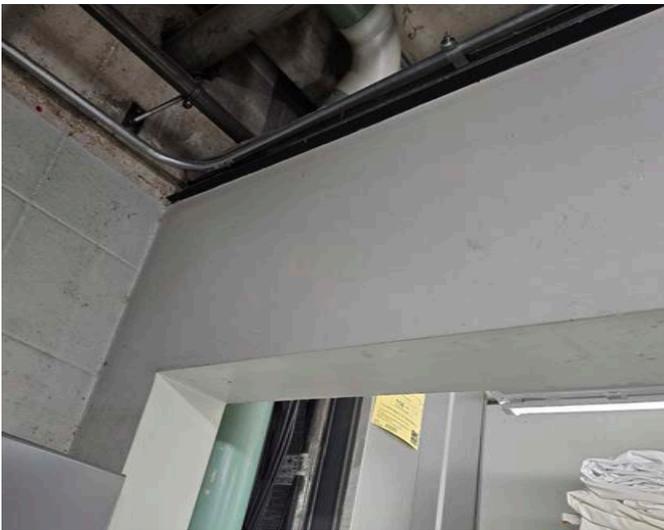
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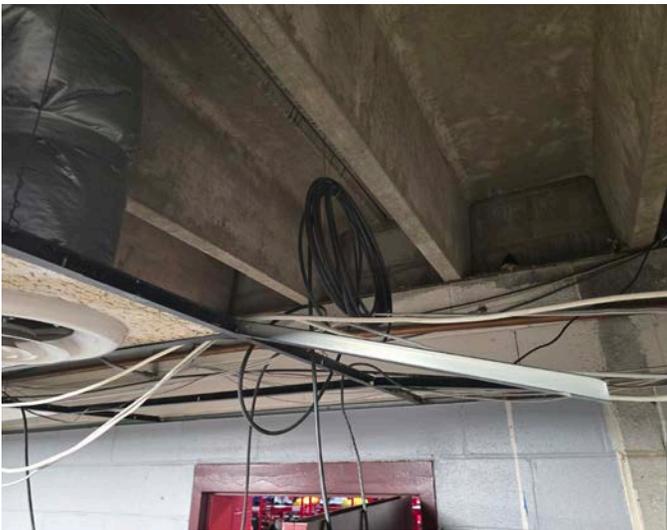
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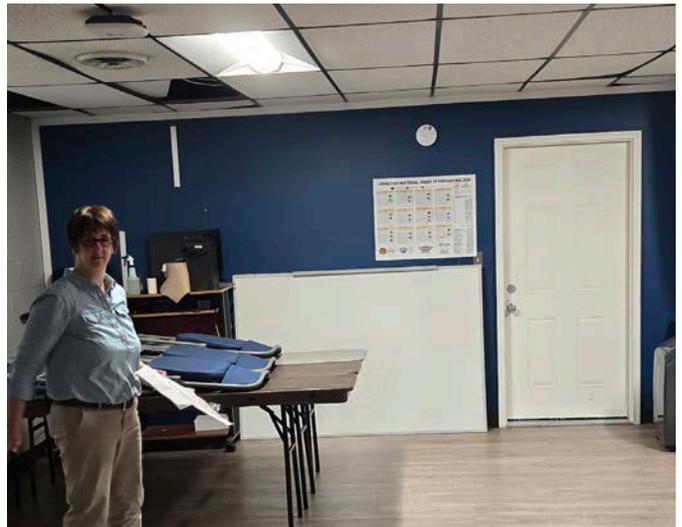
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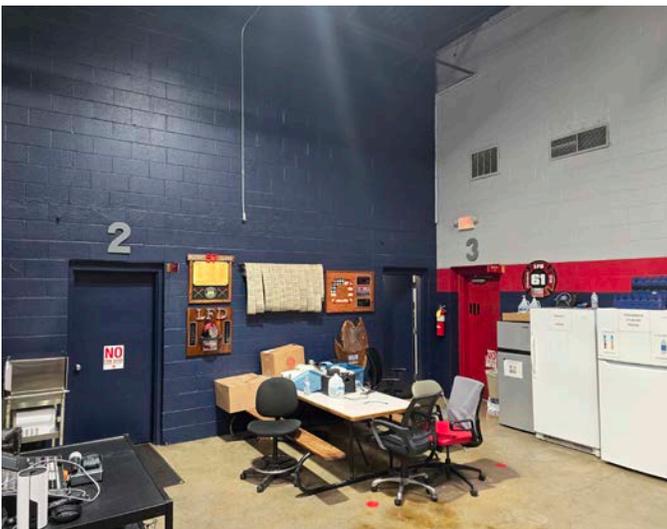
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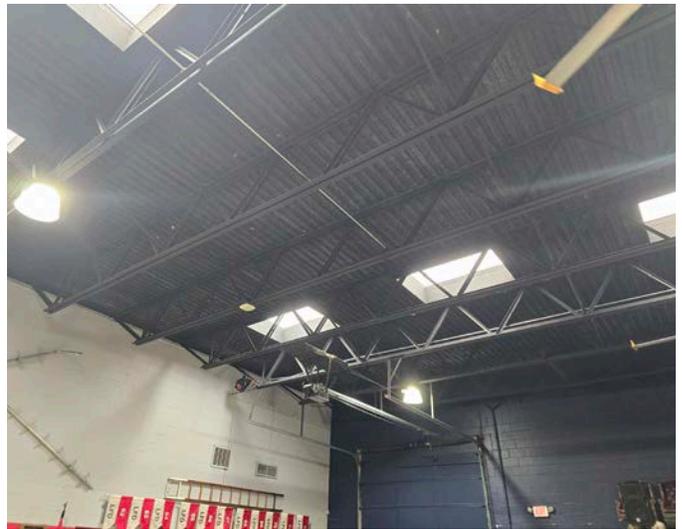
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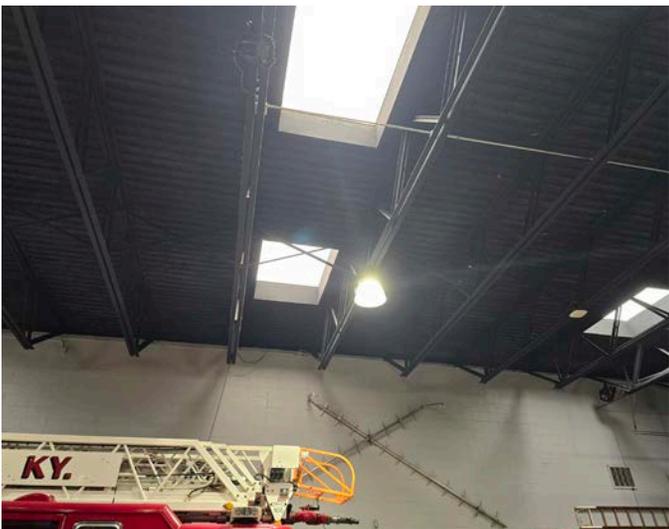
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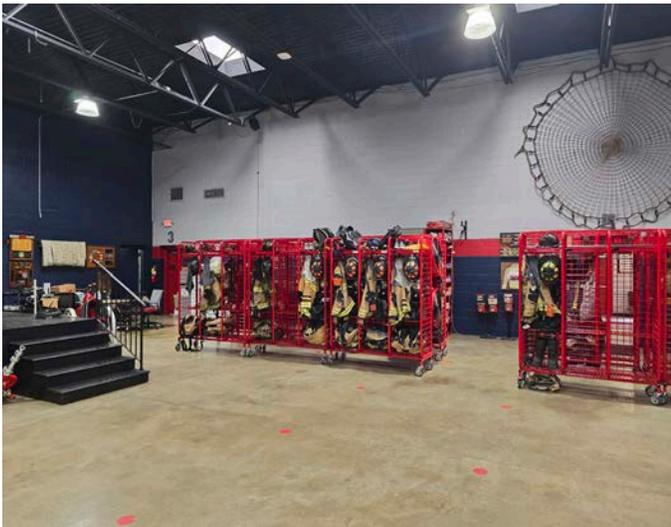
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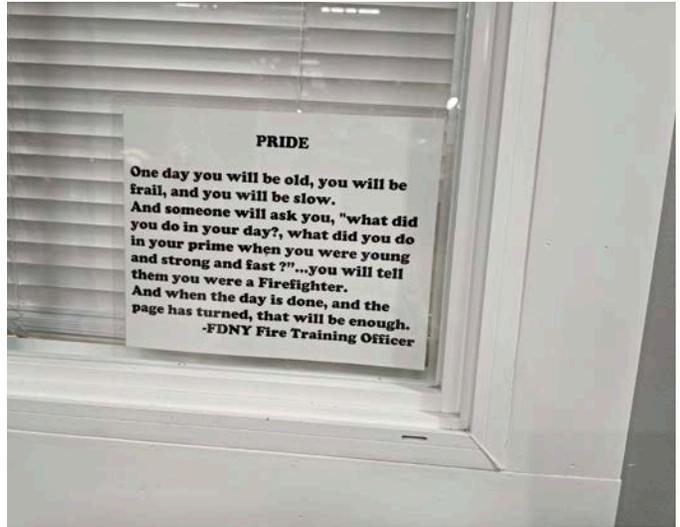
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# APPENDIX B - DEMOGRAPHIC PROFILE

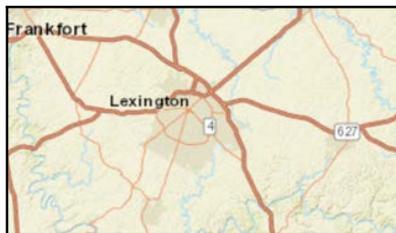
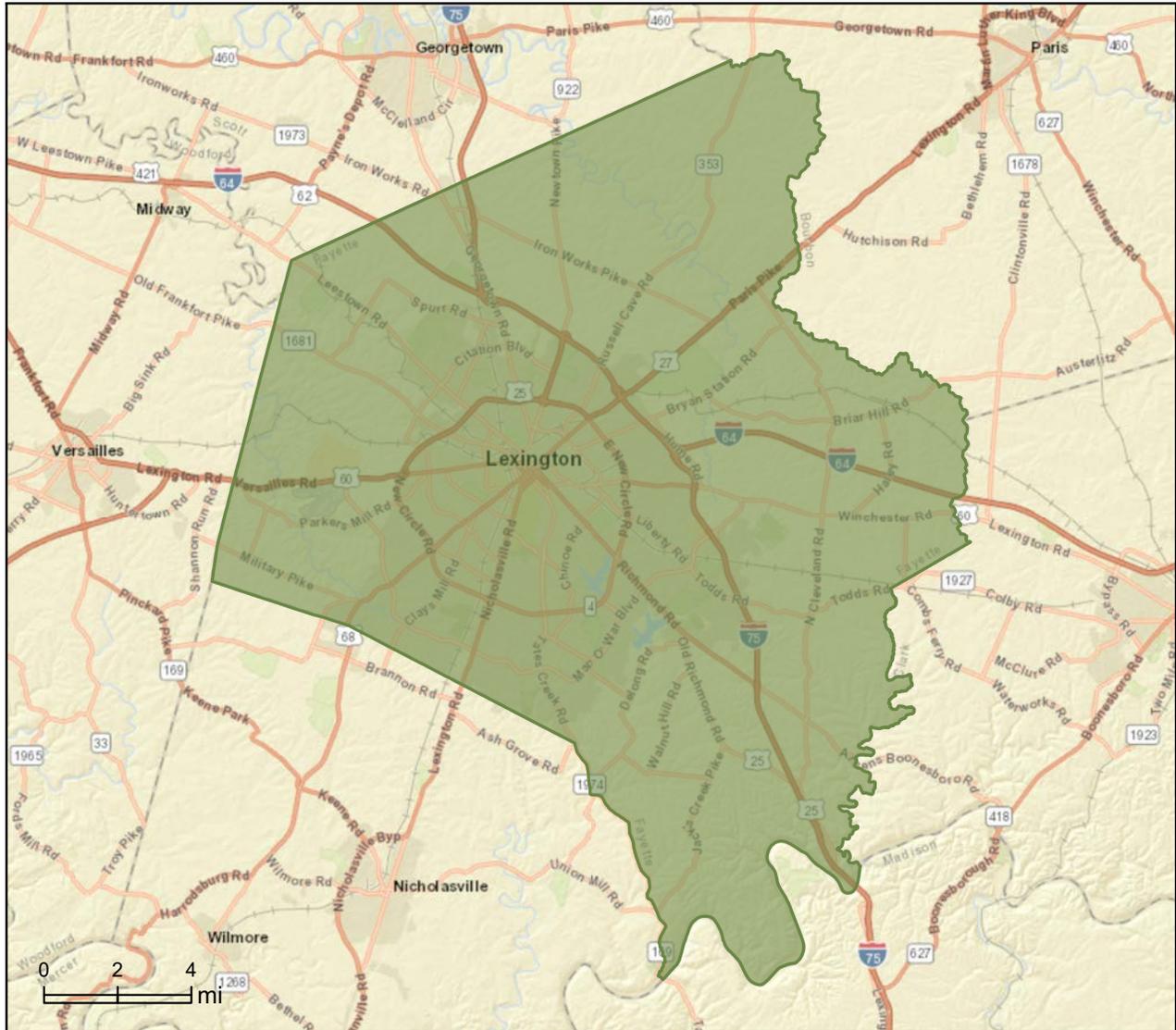
Figure B.1: Demographic Profile



## Site Map

Fayette County, KY  
Fayette County, KY (21067)  
Geography: County

Prepared by Esri



October 25, 2024



## Demographic and Income Profile

Fayette County, KY  
 Fayette County, KY (21067)  
 Geography: County

Prepared by Esri

Summary	Census 2010		Census 2020		2024	2029		
Population	295,803		322,570		324,981	327,854		
Households	123,043		134,535		136,900	139,115		
Families	69,661		75,756		76,206	76,851		
Average Household Size	2.30		2.30		2.29	2.27		
Owner Occupied Housing Units	68,818		70,740		75,289	77,498		
Renter Occupied Housing Units	54,225		63,795		61,611	61,617		
Median Age	33.8		35.2		35.8	37.2		
Trends: 2024-2029 Annual Rate	Area		State		National			
Population	0.18%		0.17%		0.38%			
Households	0.32%		0.26%		0.64%			
Families	0.17%		0.15%		0.56%			
Owner HHs	0.58%		0.58%		0.97%			
Median Household Income	3.63%		3.11%		2.95%			
Households by Income			2024		2029			
			Number	Percent	Number	Percent		
<\$15,000			14,252	10.4%	13,040	9.4%		
\$15,000 - \$24,999			10,802	7.9%	8,654	6.2%		
\$25,000 - \$34,999			9,485	6.9%	7,784	5.6%		
\$35,000 - \$49,999			16,910	12.4%	14,943	10.7%		
\$50,000 - \$74,999			22,369	16.3%	21,427	15.4%		
\$75,000 - \$99,999			14,218	10.4%	14,265	10.3%		
\$100,000 - \$149,999			20,865	15.2%	23,496	16.9%		
\$150,000 - \$199,999			12,945	9.5%	17,254	12.4%		
\$200,000+			15,054	11.0%	18,252	13.1%		
Median Household Income			\$67,248		\$80,360			
Average Household Income			\$102,744		\$119,242			
Per Capita Income			\$43,435		\$50,749			
Population by Age	Census 2010		Census 2020		2024		2029	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
0 - 4	19,145	6.5%	18,525	5.7%	18,445	5.7%	18,086	5.5%
5 - 9	17,746	6.0%	19,035	5.9%	18,675	5.7%	17,467	5.3%
10 - 14	16,195	5.5%	19,361	6.0%	18,308	5.6%	18,304	5.6%
15 - 19	20,711	7.0%	23,449	7.3%	23,100	7.1%	22,899	7.0%
20 - 24	30,567	10.3%	29,596	9.2%	29,498	9.1%	29,168	8.9%
25 - 34	49,233	16.6%	50,221	15.6%	50,609	15.6%	47,308	14.4%
35 - 44	39,272	13.3%	43,033	13.3%	44,799	13.8%	46,134	14.1%
45 - 54	39,926	13.5%	36,996	11.5%	37,859	11.6%	39,462	12.0%
55 - 64	31,870	10.8%	36,331	11.3%	34,396	10.6%	33,291	10.2%
65 - 74	16,943	5.7%	27,916	8.7%	28,919	8.9%	30,694	9.4%
75 - 84	9,892	3.3%	12,984	4.0%	15,103	4.6%	18,816	5.7%
85+	4,303	1.5%	5,123	1.6%	5,270	1.6%	6,225	1.9%
Race and Ethnicity	Census 2010		Census 2020		2024		2029	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
White Alone	223,999	75.7%	220,236	68.3%	217,898	67.0%	214,820	65.5%
Black Alone	42,972	14.5%	48,076	14.9%	49,651	15.3%	51,093	15.6%
American Indian Alone	755	0.3%	1,105	0.3%	1,054	0.3%	1,069	0.3%
Asian Alone	9,553	3.2%	13,427	4.2%	14,555	4.5%	15,971	4.9%
Pacific Islander Alone	141	0.0%	144	0.0%	150	0.0%	173	0.1%
Some Other Race Alone	10,949	3.7%	16,732	5.2%	17,838	5.5%	19,168	5.8%
Two or More Races	7,434	2.5%	22,850	7.1%	23,835	7.3%	25,560	7.8%
Hispanic Origin (Any Race)	20,474	6.9%	29,750	9.2%	31,650	9.7%	34,087	10.4%

Data Note: Income is expressed in current dollars.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 decennial Census in 2020 geographies.

October 25, 2024



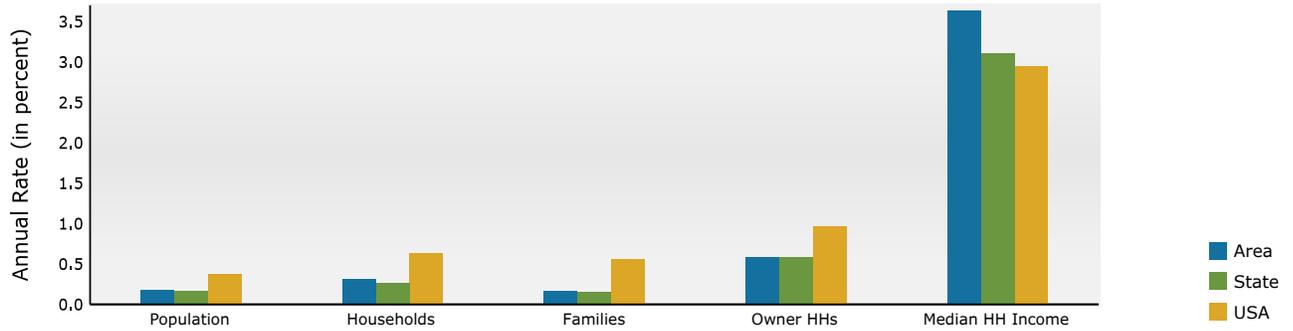


# Demographic and Income Profile

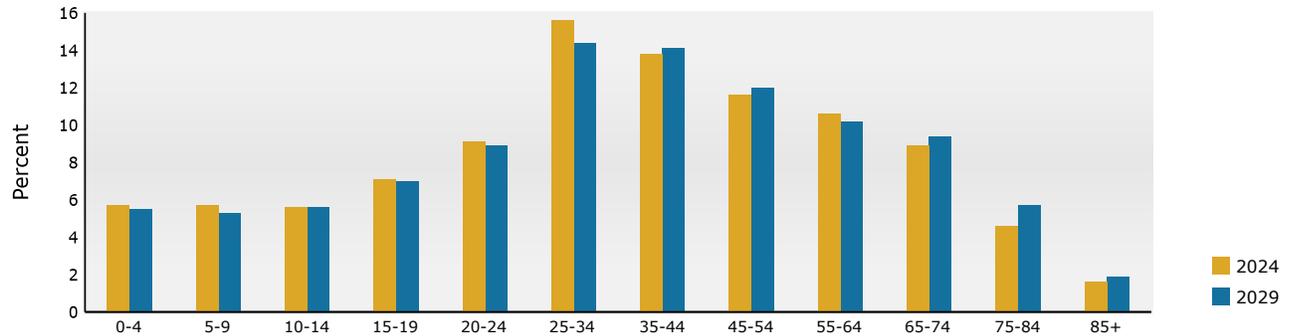
Fayette County, KY  
 Fayette County, KY (21067)  
 Geography: County

Prepared by Esri

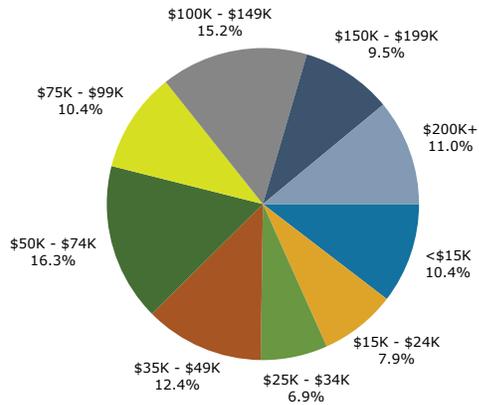
## Trends 2024-2029



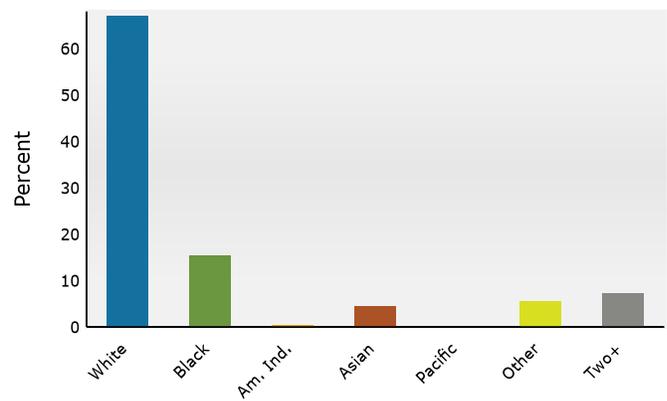
## Population by Age



## 2024 Household Income



## 2024 Population by Race



2024 Percent Hispanic Origin: 9.7%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 decennial Census in 2020 geographies.

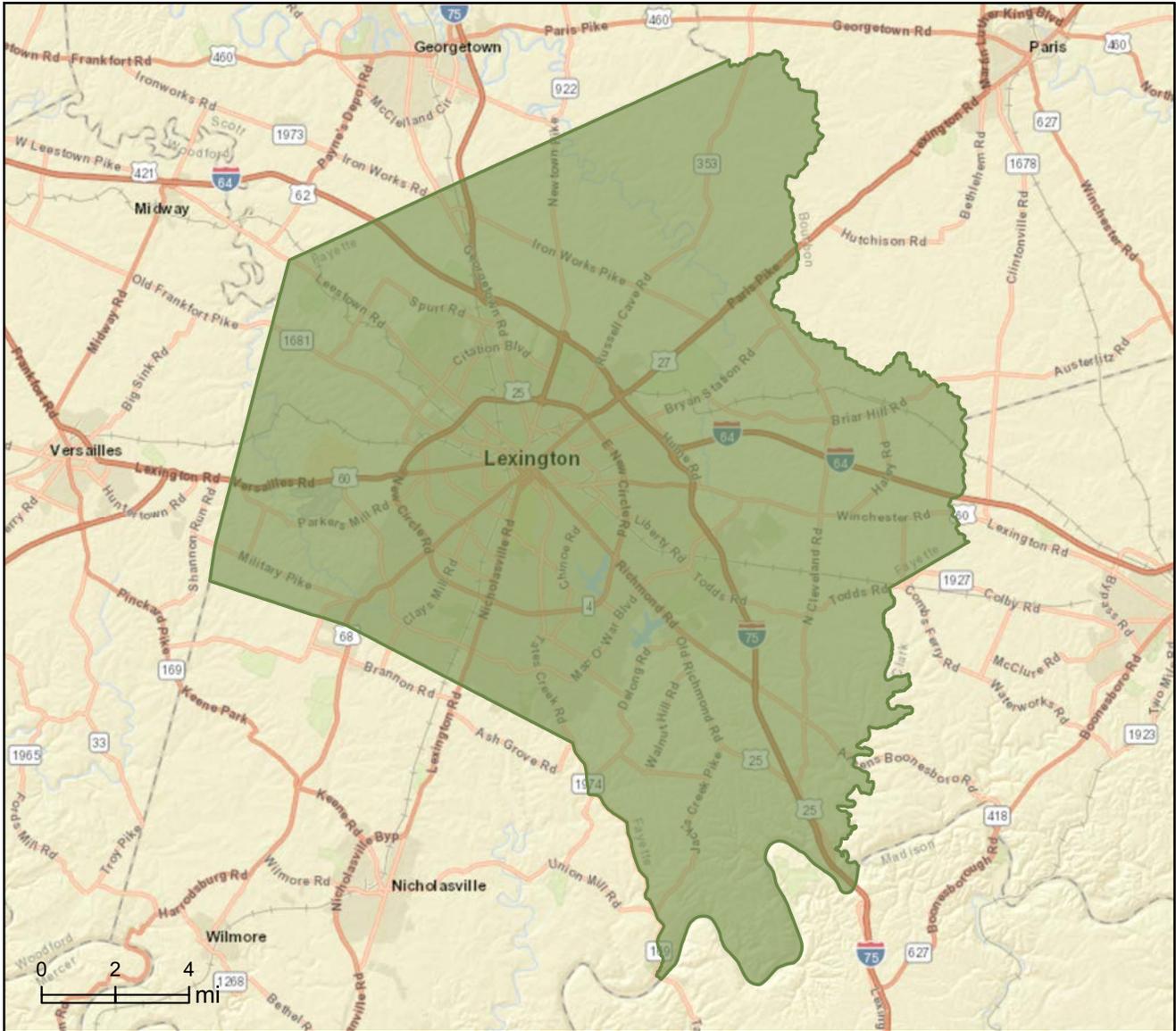
October 25, 2024



# Site Map

Lexington-Fayette Urban County, KY  
Lexington-Fayette Urban County, KY (2146027)  
Geography: Place

Prepared by Esri

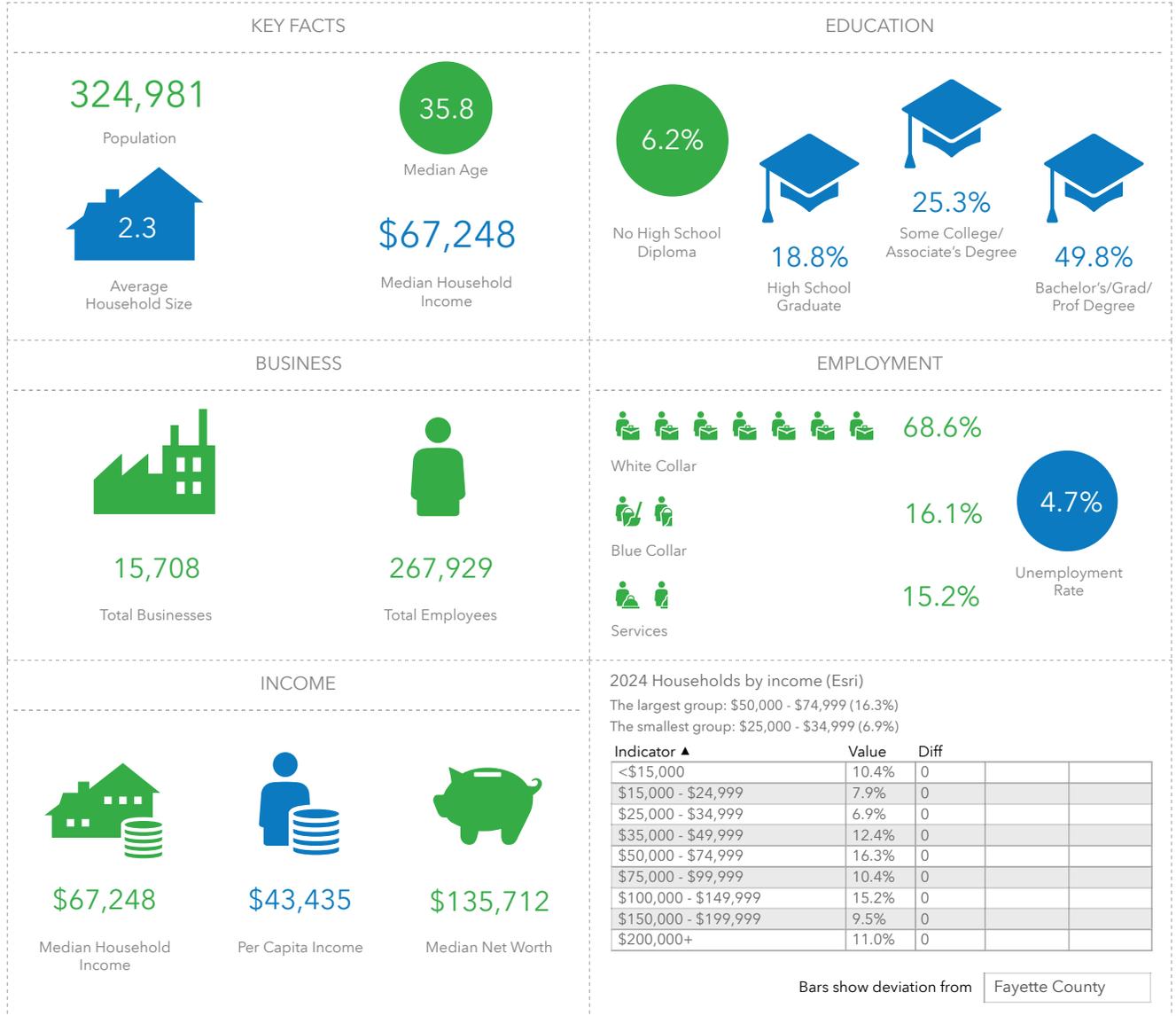


October 25, 2024



# Key Facts

Lexington-Fayette Urban County, KY  
Geography: Place



Source: This infographic contains data provided by Esri (2024, 2029), Esri-Data Axle (2024). © 2024 Esri



## Executive Summary

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

		Lexington-Fay...
<b>Population</b>		
2010 Population		295,803
2020 Population		322,570
2024 Population		324,981
2029 Population		327,854
2010-2020 Annual Rate		0.87%
2020-2024 Annual Rate		0.18%
2024-2029 Annual Rate		0.18%
2020 Male Population		48.3%
2020 Female Population		51.7%
2020 Median Age		35.2
2024 Male Population		49.0%
2024 Female Population		51.0%
2024 Median Age		35.8

In the identified area, the current year population is 324,981. In 2020, the Census count in the area was 322,570. The rate of change since 2020 was 0.18% annually. The five-year projection for the population in the area is 327,854 representing a change of 0.18% annually from 2024 to 2029. Currently, the population is 49.0% male and 51.0% female.

### Median Age

The median age in this area is 35.8, compared to U.S. median age of 39.3.

### Race and Ethnicity

2024 White Alone	67.0%
2024 Black Alone	15.3%
2024 American Indian/Alaska Native Alone	0.3%
2024 Asian Alone	4.5%
2024 Pacific Islander Alone	0.0%
2024 Other Race	5.5%
2024 Two or More Races	7.3%
2024 Hispanic Origin (Any Race)	9.7%

Persons of Hispanic origin represent 9.7% of the population in the identified area compared to 19.6% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 60.2 in the identified area, compared to 72.5 for the U.S. as a whole.

### Households

2024 Wealth Index	86
2010 Households	123,043
2020 Households	134,535
2024 Households	136,900
2029 Households	139,115
2010-2020 Annual Rate	0.90%
2020-2024 Annual Rate	0.41%
2024-2029 Annual Rate	0.32%
2024 Average Household Size	2.29

The household count in this area has changed from 134,535 in 2020 to 136,900 in the current year, a change of 0.41% annually. The five-year projection of households is 139,115, a change of 0.32% annually from the current year total. Average household size is currently 2.29, compared to 2.30 in the year 2020. The number of families in the current year is 76,206 in the specified area.

**Data Note:** Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units. The Gini index measures the extent to which the distribution of income or consumption among individuals or households within an economy deviates from a perfectly equal distribution. A Gini index of 0 represents perfect equality, while an index of 100 implies perfect inequality.  
**Source:** U.S. Census Bureau. Esri forecasts for 2024 and 2029. Esri converted Census 2010 into 2020 geography and Census 2020 data.

October 25, 2024





## Executive Summary

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

	Lexington-Fay...
<b>Mortgage Income</b>	
2024 Percent of Income for Mortgage	29.7%
<b>Median Household Income</b>	
2024 Median Household Income	\$67,248
2029 Median Household Income	\$80,360
2024-2029 Annual Rate	3.63%
<b>Average Household Income</b>	
2024 Average Household Income	\$102,744
2029 Average Household Income	\$119,242
2024-2029 Annual Rate	3.02%
<b>Per Capita Income</b>	
2024 Per Capita Income	\$43,435
2029 Per Capita Income	\$50,749
2024-2029 Annual Rate	3.16%
<b>GINI Index</b>	
2024 Gini Index	43.4
<b>Households by Income</b>	
Current median household income is \$67,248 in the area, compared to \$79,068 for all U.S. households. Median household income is projected to be \$80,360 in five years, compared to \$91,442 all U.S. households.	
Current average household income is \$102,744 in this area, compared to \$113,185 for all U.S. households. Average household income is projected to be \$119,242 in five years, compared to \$130,581 for all U.S. households.	
Current per capita income is \$43,435 in the area, compared to the U.S. per capita income of \$43,829. The per capita income is projected to be \$50,749 in five years, compared to \$51,203 for all U.S. households.	
<b>Housing</b>	
2024 Housing Affordability Index	83
2010 Total Housing Units	135,160
2010 Owner Occupied Housing Units	68,818
2010 Renter Occupied Housing Units	54,225
2010 Vacant Housing Units	12,117
2020 Total Housing Units	146,142
2020 Owner Occupied Housing Units	70,740
2020 Renter Occupied Housing Units	63,795
2020 Vacant Housing Units	11,607
2024 Total Housing Units	149,250
2024 Owner Occupied Housing Units	75,289
2024 Renter Occupied Housing Units	61,611
2024 Vacant Housing Units	12,350
2029 Total Housing Units	151,607
2029 Owner Occupied Housing Units	77,498
2029 Renter Occupied Housing Units	61,617
2029 Vacant Housing Units	12,492
<b>Socioeconomic Status Index</b>	
2024 Socioeconomic Status Index	51.0

Currently, 50.4% of the 149,250 housing units in the area are owner occupied; 41.3%, renter occupied; and 8.3% are vacant. Currently, in the U.S., 57.9% of the housing units in the area are owner occupied; 32.1% are renter occupied; and 10.0% are vacant. In 2020, there were 146,142 housing units in the area and 7.9% vacant housing units. The annual rate of change in housing units since 2020 is 0.50%. Median home value in the area is \$318,531, compared to a median home value of \$355,577 for the U.S. In five years, median value is projected to change by 2.20% annually to \$355,171.

**Data Note:** Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units. The Gini index measures the extent to which the distribution of income or consumption among individuals or households within an economy deviates from a perfectly equal distribution. A Gini index of 0 represents perfect equality, while an index of 100 implies perfect inequality.  
**Source:** U.S. Census Bureau. Esri forecasts for 2024 and 2029. Esri converted Census 2010 into 2020 geography and Census 2020 data.

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## Community Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

### Lexington-Fay...

Population Summary	
2010 Total Population	295,803
2020 Total Population	322,570
2020 Group Quarters	13,510
2024 Total Population	324,981
2024 Group Quarters	11,891
2029 Total Population	327,854
2024-2029 Annual Rate	0.18%
2024 Total Daytime Population	357,197
Workers	199,042
Residents	158,155
Household Summary	
2010 Households	123,043
2010 Average Household Size	2.30
2020 Total Households	134,535
2020 Average Household Size	2.30
2024 Households	136,900
2024 Average Household Size	2.29
2029 Households	139,115
2029 Average Household Size	2.27
2024-2029 Annual Rate	0.32%
2010 Families	69,661
2010 Average Family Size	2.94
2024 Families	76,206
2024 Average Family Size	2.95
2029 Families	76,851
2029 Average Family Size	2.94
2024-2029 Annual Rate	0.17%
Housing Unit Summary	
2000 Housing Units	116,167
Owner Occupied Housing Units	51.6%
Renter Occupied Housing Units	41.7%
Vacant Housing Units	6.8%
2010 Housing Units	135,160
Owner Occupied Housing Units	50.9%
Renter Occupied Housing Units	40.1%
Vacant Housing Units	9.0%
2020 Housing Units	146,142
Owner Occupied Housing Units	48.4%
Renter Occupied Housing Units	43.7%
Vacant Housing Units	7.9%
2024 Housing Units	149,250
Owner Occupied Housing Units	50.4%
Renter Occupied Housing Units	41.3%
Vacant Housing Units	8.3%
2029 Housing Units	151,607
Owner Occupied Housing Units	51.1%
Renter Occupied Housing Units	40.6%
Vacant Housing Units	8.2%

**Data Note:** Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

**Source:** Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

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## Community Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

		Lexington-Fay...
<b>2024 Households by Income</b>		
Household Income Base		136,900
<\$15,000		10.4%
\$15,000 - \$24,999		7.9%
\$25,000 - \$34,999		6.9%
\$35,000 - \$49,999		12.4%
\$50,000 - \$74,999		16.3%
\$75,000 - \$99,999		10.4%
\$100,000 - \$149,999		15.2%
\$150,000 - \$199,999		9.5%
\$200,000+		11.0%
Average Household Income		\$102,744
<b>2029 Households by Income</b>		
Household Income Base		139,115
<\$15,000		9.4%
\$15,000 - \$24,999		6.2%
\$25,000 - \$34,999		5.6%
\$35,000 - \$49,999		10.7%
\$50,000 - \$74,999		15.4%
\$75,000 - \$99,999		10.3%
\$100,000 - \$149,999		16.9%
\$150,000 - \$199,999		12.4%
\$200,000+		13.1%
Average Household Income		\$119,242
<b>2024 Owner Occupied Housing Units by Value</b>		
Total		75,276
<\$50,000		2.3%
\$50,000 - \$99,999		2.1%
\$100,000 - \$149,999		4.9%
\$150,000 - \$199,999		8.6%
\$200,000 - \$249,999		15.8%
\$250,000 - \$299,999		11.8%
\$300,000 - \$399,999		23.8%
\$400,000 - \$499,999		13.2%
\$500,000 - \$749,999		11.4%
\$750,000 - \$999,999		3.3%
\$1,000,000 - \$1,499,999		1.5%
\$1,500,000 - \$1,999,999		0.4%
\$2,000,000 +		0.8%
Average Home Value		\$378,927
<b>2029 Owner Occupied Housing Units by Value</b>		
Total		77,485
<\$50,000		1.3%
\$50,000 - \$99,999		0.9%
\$100,000 - \$149,999		2.1%
\$150,000 - \$199,999		5.2%
\$200,000 - \$249,999		13.2%
\$250,000 - \$299,999		11.9%
\$300,000 - \$399,999		27.6%
\$400,000 - \$499,999		16.7%
\$500,000 - \$749,999		14.1%
\$750,000 - \$999,999		3.5%
\$1,000,000 - \$1,499,999		1.6%
\$1,500,000 - \$1,999,999		0.6%
\$2,000,000 +		1.2%
Average Home Value		\$422,314

**Data Note:** Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

**Source:** Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

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## Community Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

### Lexington-Fay...

Median Household Income	
2024	\$67,248
2029	\$80,360
Median Home Value	
2024	\$318,531
2029	\$355,171
Per Capita Income	
2024	\$43,435
2029	\$50,749
Median Age	
2010	33.8
2020	35.2
2024	35.8
2029	37.2
2020 Population by Age	
Total	322,570
0 - 4	5.7%
5 - 9	5.9%
10 - 14	6.0%
15 - 24	16.4%
25 - 34	15.6%
35 - 44	13.3%
45 - 54	11.5%
55 - 64	11.3%
65 - 74	8.7%
75 - 84	4.0%
85 +	1.6%
18 +	78.9%
2024 Population by Age	
Total	324,981
0 - 4	5.7%
5 - 9	5.7%
10 - 14	5.6%
15 - 24	16.2%
25 - 34	15.6%
35 - 44	13.8%
45 - 54	11.6%
55 - 64	10.6%
65 - 74	8.9%
75 - 84	4.6%
85 +	1.6%
18 +	79.7%
2029 Population by Age	
Total	327,854
0 - 4	5.5%
5 - 9	5.3%
10 - 14	5.6%
15 - 24	15.9%
25 - 34	14.4%
35 - 44	14.1%
45 - 54	12.0%
55 - 64	10.2%
65 - 74	9.4%
75 - 84	5.7%
85 +	1.9%
18 +	80.3%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

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## Community Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

	Lexington-Fay...
<b>2020 Population by Sex</b>	
Males	155,876
Females	166,694
<b>2024 Population by Sex</b>	
Males	159,359
Females	165,622
<b>2029 Population by Sex</b>	
Males	159,843
Females	168,011
<b>2010 Population by Race/Ethnicity</b>	
Total	295,803
White Alone	75.7%
Black Alone	14.5%
American Indian Alone	0.3%
Asian Alone	3.2%
Pacific Islander Alone	0.0%
Some Other Race Alone	3.7%
Two or More Races	2.5%
Hispanic Origin	6.9%
Diversity Index	47.9
<b>2020 Population by Race/Ethnicity</b>	
Total	322,570
White Alone	68.3%
Black Alone	14.9%
American Indian Alone	0.3%
Asian Alone	4.2%
Pacific Islander Alone	0.0%
Some Other Race Alone	5.2%
Two or More Races	7.1%
Hispanic Origin	9.2%
Diversity Index	58.6
<b>2024 Population by Race/Ethnicity</b>	
Total	324,981
White Alone	67.0%
Black Alone	15.3%
American Indian Alone	0.3%
Asian Alone	4.5%
Pacific Islander Alone	0.0%
Some Other Race Alone	5.5%
Two or More Races	7.3%
Hispanic Origin	9.7%
Diversity Index	60.2
<b>2029 Population by Race/Ethnicity</b>	
Total	327,854
White Alone	65.5%
Black Alone	15.6%
American Indian Alone	0.3%
Asian Alone	4.9%
Pacific Islander Alone	0.1%
Some Other Race Alone	5.8%
Two or More Races	7.8%
Hispanic Origin	10.4%
Diversity Index	62.1

**Data Note:** Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

**Source:** Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

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## Community Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

### Lexington-Fay...

#### 2020 Population by Relationship and Household Type

Total	322,570
In Households	95.8%
Householder	41.7%
Opposite-Sex Spouse	16.0%
Same-Sex Spouse	0.3%
Opposite-Sex Unmarried Partner	2.9%
Same-Sex Unmarried Partner	0.3%
Biological Child	23.6%
Adopted Child	0.7%
Stepchild	0.9%
Grandchild	1.6%
Brother or Sister	1.0%
Parent	0.9%
Parent-in-law	0.2%
Son-in-law or Daughter-in-law	0.2%
Other Relatives	1.0%
Foster Child	0.1%
Other Nonrelatives	4.3%
In Group Quarters	4.2%
Institutionalized	1.2%
Noninstitutionalized	3.0%

#### 2024 Population 25+ by Educational Attainment

Total	216,955
Less than 9th Grade	2.4%
9th - 12th Grade, No Diploma	3.8%
High School Graduate	15.2%
GED/Alternative Credential	3.5%
Some College, No Degree	17.0%
Associate Degree	8.3%
Bachelor's Degree	28.2%
Graduate/Professional Degree	21.6%

#### 2024 Population 15+ by Marital Status

Total	269,553
Never Married	38.1%
Married	46.3%
Widowed	4.7%
Divorced	10.9%

#### 2024 Civilian Population 16+ in Labor Force

Civilian Population 16+	176,727
Population 16+ Employed	95.3%
Population 16+ Unemployment rate	4.7%
Population 16-24 Employed	15.8%
Population 16-24 Unemployment rate	11.2%
Population 25-54 Employed	65.4%
Population 25-54 Unemployment rate	3.3%
Population 55-64 Employed	13.0%
Population 55-64 Unemployment rate	3.8%
Population 65+ Employed	5.9%
Population 65+ Unemployment rate	2.3%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

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## Community Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

		Lexington-Fay...
<b>2024 Employed Population 16+ by Industry</b>		
Total		168,463
Agriculture/Mining		1.3%
Construction		4.6%
Manufacturing		9.8%
Wholesale Trade		1.8%
Retail Trade		11.2%
Transportation/Utilities		4.7%
Information		1.3%
Finance/Insurance/Real Estate		4.8%
Services		57.0%
Public Administration		3.3%
<b>2024 Employed Population 16+ by Occupation</b>		
Total		168,463
White Collar		68.6%
Management/Business/Financial		18.3%
Professional		31.5%
Sales		8.7%
Administrative Support		10.1%
Services		15.2%
Blue Collar		16.1%
Farming/Forestry/Fishing		0.5%
Construction/Extraction		2.9%
Installation/Maintenance/Repair		1.7%
Production		5.0%
Transportation/Material Moving		6.1%
<b>2020 Households by Type</b>		
Total		134,535
Married Couple Households		39.1%
With Own Children <18		15.8%
Without Own Children <18		23.3%
Cohabiting Couple Households		7.6%
With Own Children <18		2.0%
Without Own Children <18		5.7%
Male Householder, No Spouse/Partner		21.5%
Living Alone		15.1%
65 Years and over		3.1%
With Own Children <18		1.5%
Without Own Children <18, With Relatives		2.2%
No Relatives Present		2.7%
Female Householder, No Spouse/Partner		31.8%
Living Alone		18.6%
65 Years and over		7.2%
With Own Children <18		5.7%
Without Own Children <18, With Relatives		5.4%
No Relatives Present		2.2%
<b>2020 Households by Size</b>		
Total		134,535
1 Person Household		33.6%
2 Person Household		33.3%
3 Person Household		14.6%
4 Person Household		11.2%
5 Person Household		4.5%
6 Person Household		1.8%
7 + Person Household		0.9%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

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## Community Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

### Lexington-Fay...

2020 Households by Tenure and Mortgage Status	
Total	134,535
Owner Occupied	52.6%
Owned with a Mortgage/Loan	37.7%
Owned Free and Clear	14.9%
Renter Occupied	47.4%
2024 Affordability, Mortgage and Wealth	
Housing Affordability Index	83
Percent of Income for Mortgage	29.7%
Wealth Index	86
2020 Housing Units By Urban/ Rural Status	
Total	146,142
Urban Housing Units	97.2%
Rural Housing Units	2.8%
2020 Population By Urban/ Rural Status	
Total	322,570
Urban Population	97.1%
Rural Population	2.9%

**Data Note:** Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

**Source:** Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

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## Community Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

		Lexington-Fay...
<b>Top 3 Tapestry Segments</b>		
1.		Bright Young Professionals
2.		Young and Restless (11B)
3.		Up and Coming Families (7A)
<b>2024 Consumer Spending</b>		
Apparel & Services: Total \$		\$311,911,412
Average Spent		\$2,278.39
Spending Potential Index		96
Education: Total \$		\$223,045,840
Average Spent		\$1,629.26
Spending Potential Index		94
Entertainment/Recreation: Total \$		\$506,757,971
Average Spent		\$3,701.67
Spending Potential Index		90
Food at Home: Total \$		\$923,984,269
Average Spent		\$6,749.34
Spending Potential Index		92
Food Away from Home: Total \$		\$505,757,540
Average Spent		\$3,694.36
Spending Potential Index		95
Health Care: Total \$		\$944,835,899
Average Spent		\$6,901.65
Spending Potential Index		90
HH Furnishings & Equipment: Total \$		\$398,359,878
Average Spent		\$2,909.86
Spending Potential Index		92
Personal Care Products & Services: Total \$		\$127,071,706
Average Spent		\$928.21
Spending Potential Index		93
Shelter: Total \$		\$3,344,490,334
Average Spent		\$24,430.17
Spending Potential Index		92
Support Payments/Cash Contributions/Gifts in Kind: Total \$		\$421,797,395
Average Spent		\$3,081.06
Spending Potential Index		88
Travel: Total \$		\$369,661,119
Average Spent		\$2,700.23
Spending Potential Index		89
Vehicle Maintenance & Repairs: Total \$		\$190,290,368
Average Spent		\$1,390.00
Spending Potential Index		94

**Data Note:** Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

**Source:** Consumer Spending data are derived from the 2019 and 2020 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.

**Source:** Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

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## Demographic and Income Comparison Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

	<b>Lexington-Fay...</b>
<b>Census 2020 Summary</b>	
Population	322,570
Households	134,535
Average Household Size	2.30
<b>2024 Summary</b>	
Population	324,981
Households	136,900
Families	76,206
Average Household Size	2.29
Owner Occupied Housing Units	75,289
Renter Occupied Housing Units	61,611
Median Age	35.8
Median Household Income	\$67,248
Average Household Income	\$102,744
<b>2029 Summary</b>	
Population	327,854
Households	139,115
Families	76,851
Average Household Size	2.27
Owner Occupied Housing Units	77,498
Renter Occupied Housing Units	61,617
Median Age	37.2
Median Household Income	\$80,360
Average Household Income	\$119,242
<b>Trends: 2024-2029 Annual Rate</b>	
Population	0.18%
Households	0.32%
Families	0.17%
Owner Households	0.58%
Median Household Income	3.63%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 in 2020 geographies.

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## Demographic and Income Comparison Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

	Lexington-Fay...	
	Number	Percent
<b>2024 Households by Income</b>		
<\$15,000	14,252	10.4%
\$15,000 - \$24,999	10,802	7.9%
\$25,000 - \$34,999	9,485	6.9%
\$35,000 - \$49,999	16,910	12.4%
\$50,000 - \$74,999	22,369	16.3%
\$75,000 - \$99,999	14,218	10.4%
\$100,000 - \$149,999	20,865	15.2%
\$150,000 - \$199,999	12,945	9.5%
\$200,000+	15,054	11.0%
Median Household Income	\$67,248	
Average Household Income	\$102,744	
Per Capita Income	\$43,435	
<b>2029 Households by Income</b>		
<\$15,000	13,040	9.4%
\$15,000 - \$24,999	8,654	6.2%
\$25,000 - \$34,999	7,784	5.6%
\$35,000 - \$49,999	14,943	10.7%
\$50,000 - \$74,999	21,427	15.4%
\$75,000 - \$99,999	14,265	10.3%
\$100,000 - \$149,999	23,496	16.9%
\$150,000 - \$199,999	17,254	12.4%
\$200,000+	18,252	13.1%
Median Household Income	\$80,360	
Average Household Income	\$119,242	
Per Capita Income	\$50,749	

**Data Note:** Income is expressed in current dollars.

**Source:** Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 in 2020 geographies.

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## Demographic and Income Comparison Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

2020 Population by Age	Lexington-Fay...	
	Number	Percent
Age 0 - 4	18,525	5.7%
Age 5 - 9	19,035	5.9%
Age 10 - 14	19,361	6.0%
Age 15 - 19	23,449	7.3%
Age 20 - 24	29,596	9.2%
Age 25 - 34	50,221	15.6%
Age 35 - 44	43,033	13.3%
Age 45 - 54	36,996	11.5%
Age 55 - 64	36,331	11.3%
Age 65 - 74	27,916	8.7%
Age 75 - 84	12,984	4.0%
Age 85+	5,123	1.6%

2024 Population by Age	Lexington-Fay...	
	Number	Percent
Age 0 - 4	18,445	5.7%
Age 5 - 9	18,675	5.7%
Age 10 - 14	18,308	5.6%
Age 15 - 19	23,100	7.1%
Age 20 - 24	29,498	9.1%
Age 25 - 34	50,609	15.6%
Age 35 - 44	44,799	13.8%
Age 45 - 54	37,859	11.6%
Age 55 - 64	34,396	10.6%
Age 65 - 74	28,919	8.9%
Age 75 - 84	15,103	4.6%
Age 85+	5,270	1.6%

2029 Population by Age	Lexington-Fay...	
	Number	Percent
Age 0 - 4	18,086	5.5%
Age 5 - 9	17,467	5.3%
Age 10 - 14	18,304	5.6%
Age 15 - 19	22,899	7.0%
Age 20 - 24	29,168	8.9%
Age 25 - 34	47,308	14.4%
Age 35 - 44	46,134	14.1%
Age 45 - 54	39,462	12.0%
Age 55 - 64	33,291	10.2%
Age 65 - 74	30,694	9.4%
Age 75 - 84	18,816	5.7%
Age 85+	6,225	1.9%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 in 2020 geographies.

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## Demographic and Income Comparison Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

2020 Race and Ethnicity	Lexington-Fay...	
	Number	Percent
White Alone	220,236	68.3%
Black Alone	48,076	14.9%
American Indian Alone	1,105	0.3%
Asian Alone	13,427	4.2%
Pacific Islander Alone	144	0.0%
Some Other Race Alone	16,732	5.2%
Two or More Races	22,850	7.1%
Hispanic Origin (Any Race)	29,750	9.2%

2024 Race and Ethnicity	Number		Percent	
	Number	Percent	Number	Percent
White Alone	217,898	67.0%	217,898	67.0%
Black Alone	49,651	15.3%	49,651	15.3%
American Indian Alone	1,054	0.3%	1,054	0.3%
Asian Alone	14,555	4.5%	14,555	4.5%
Pacific Islander Alone	150	0.0%	150	0.0%
Some Other Race Alone	17,838	5.5%	17,838	5.5%
Two or More Races	23,835	7.3%	23,835	7.3%
Hispanic Origin (Any Race)	31,650	9.7%	31,650	9.7%

2029 Race and Ethnicity	Number		Percent	
	Number	Percent	Number	Percent
White Alone	214,820	65.5%	214,820	65.5%
Black Alone	51,093	15.6%	51,093	15.6%
American Indian Alone	1,069	0.3%	1,069	0.3%
Asian Alone	15,971	4.9%	15,971	4.9%
Pacific Islander Alone	173	0.1%	173	0.1%
Some Other Race Alone	19,168	5.8%	19,168	5.8%
Two or More Races	25,560	7.8%	25,560	7.8%
Hispanic Origin (Any Race)	34,087	10.4%	34,087	10.4%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 in 2020 geographies.

October 25, 2024

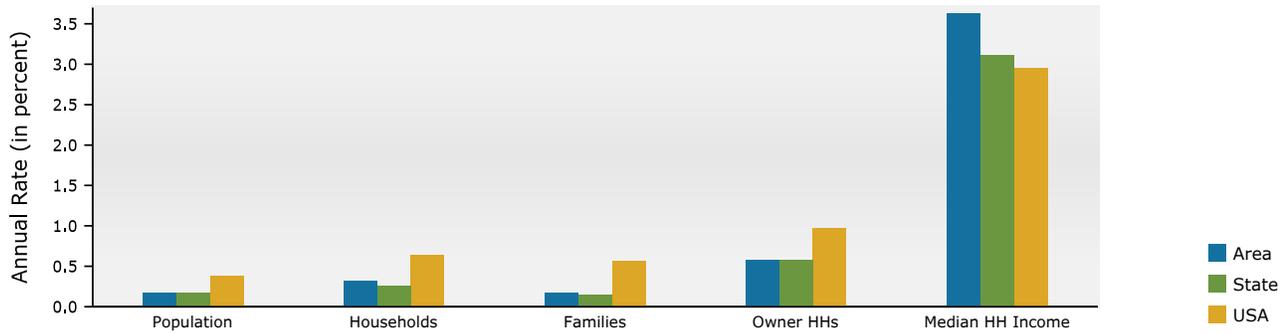
## Demographic and Income Comparison Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

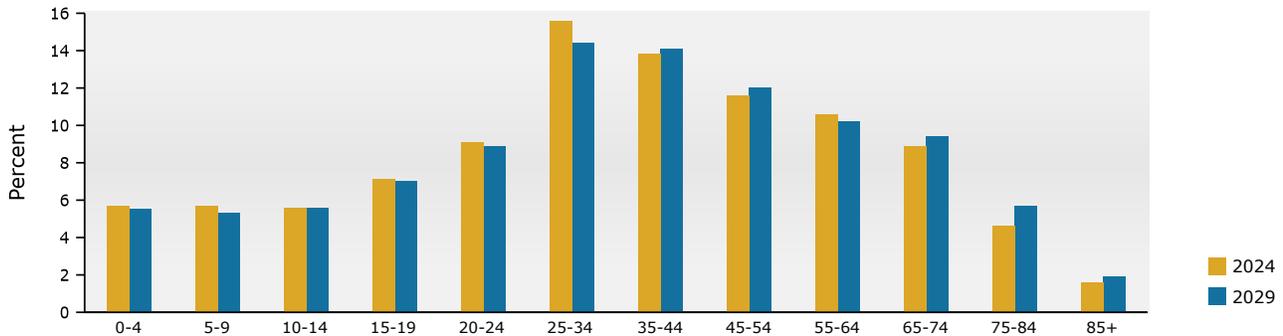
Prepared by Esri

### Lexington-Fay...

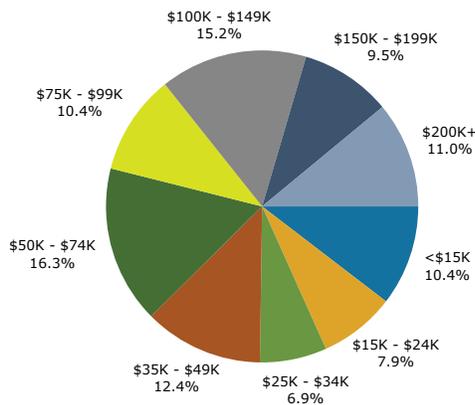
Trends 2024-2029



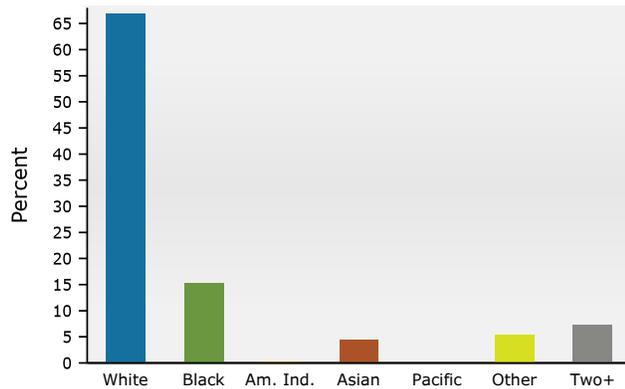
### Population by Age



### 2024 Household Income



### 2024 Population by Race



Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 in 2020 geographies.

October 25, 2024



## Demographic and Income Profile

Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

Summary	Census 2010		Census 2020		2024		2029	
Population	295,803		322,570		324,981		327,854	
Households	123,043		134,535		136,900		139,115	
Families	69,661		75,756		76,206		76,851	
Average Household Size	2.30		2.30		2.29		2.27	
Owner Occupied Housing Units	68,818		70,740		75,289		77,498	
Renter Occupied Housing Units	54,225		63,795		61,611		61,617	
Median Age	33.8		35.2		35.8		37.2	
Trends: 2024-2029 Annual Rate	Area		State		National			
Population	0.18%		0.17%		0.38%			
Households	0.32%		0.26%		0.64%			
Families	0.17%		0.15%		0.56%			
Owner HHs	0.58%		0.58%		0.97%			
Median Household Income	3.63%		3.11%		2.95%			
Households by Income			2024		2029			
			Number	Percent	Number	Percent		
<\$15,000			14,252	10.4%	13,040	9.4%		
\$15,000 - \$24,999			10,802	7.9%	8,654	6.2%		
\$25,000 - \$34,999			9,485	6.9%	7,784	5.6%		
\$35,000 - \$49,999			16,910	12.4%	14,943	10.7%		
\$50,000 - \$74,999			22,369	16.3%	21,427	15.4%		
\$75,000 - \$99,999			14,218	10.4%	14,265	10.3%		
\$100,000 - \$149,999			20,865	15.2%	23,496	16.9%		
\$150,000 - \$199,999			12,945	9.5%	17,254	12.4%		
\$200,000+			15,054	11.0%	18,252	13.1%		
Median Household Income			\$67,248		\$80,360			
Average Household Income			\$102,744		\$119,242			
Per Capita Income			\$43,435		\$50,749			
Population by Age	Census 2010		Census 2020		2024		2029	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
0 - 4	19,145	6.5%	18,525	5.7%	18,445	5.7%	18,086	5.5%
5 - 9	17,746	6.0%	19,035	5.9%	18,675	5.7%	17,467	5.3%
10 - 14	16,195	5.5%	19,361	6.0%	18,308	5.6%	18,304	5.6%
15 - 19	20,711	7.0%	23,449	7.3%	23,100	7.1%	22,899	7.0%
20 - 24	30,567	10.3%	29,596	9.2%	29,498	9.1%	29,168	8.9%
25 - 34	49,233	16.6%	50,221	15.6%	50,609	15.6%	47,308	14.4%
35 - 44	39,272	13.3%	43,033	13.3%	44,799	13.8%	46,134	14.1%
45 - 54	39,926	13.5%	36,996	11.5%	37,859	11.6%	39,462	12.0%
55 - 64	31,870	10.8%	36,331	11.3%	34,396	10.6%	33,291	10.2%
65 - 74	16,943	5.7%	27,916	8.7%	28,919	8.9%	30,694	9.4%
75 - 84	9,892	3.3%	12,984	4.0%	15,103	4.6%	18,816	5.7%
85+	4,303	1.5%	5,123	1.6%	5,270	1.6%	6,225	1.9%
Race and Ethnicity	Census 2010		Census 2020		2024		2029	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
White Alone	223,999	75.7%	220,236	68.3%	217,898	67.0%	214,820	65.5%
Black Alone	42,972	14.5%	48,076	14.9%	49,651	15.3%	51,093	15.6%
American Indian Alone	755	0.3%	1,105	0.3%	1,054	0.3%	1,069	0.3%
Asian Alone	9,553	3.2%	13,427	4.2%	14,555	4.5%	15,971	4.9%
Pacific Islander Alone	141	0.0%	144	0.0%	150	0.0%	173	0.1%
Some Other Race Alone	10,949	3.7%	16,732	5.2%	17,838	5.5%	19,168	5.8%
Two or More Races	7,434	2.5%	22,850	7.1%	23,835	7.3%	25,560	7.8%
Hispanic Origin (Any Race)	20,474	6.9%	29,750	9.2%	31,650	9.7%	34,087	10.4%

Data Note: Income is expressed in current dollars.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 decennial Census in 2020 geographies.

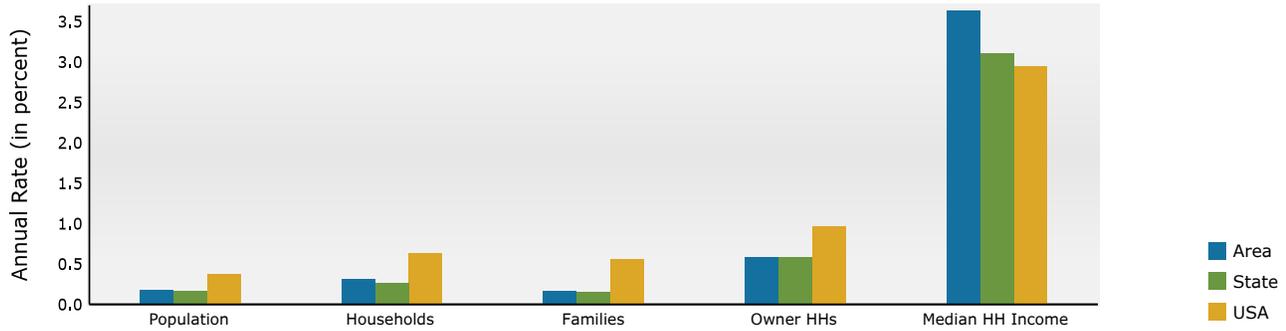
October 25, 2024

## Demographic and Income Profile

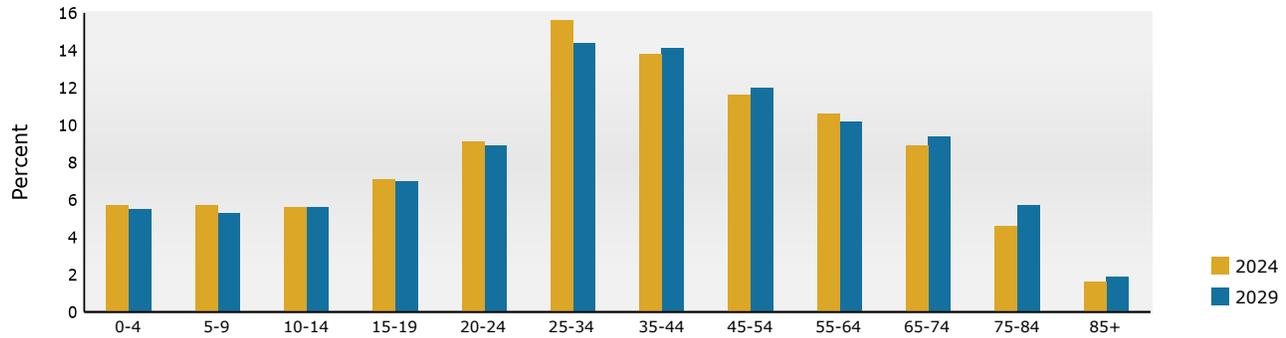
Lexington-Fayette Urban County, KY  
 Lexington-Fayette Urban County, KY (2146027)  
 Geography: Place

Prepared by Esri

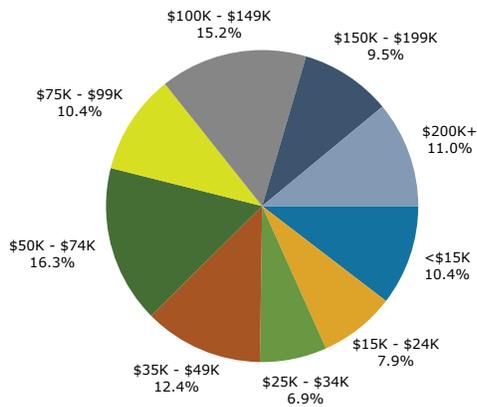
### Trends 2024-2029



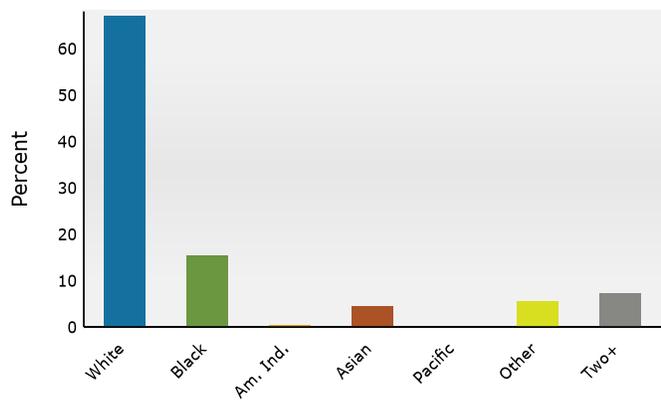
### Population by Age



### 2024 Household Income



### 2024 Population by Race



2024 Percent Hispanic Origin: 9.7%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2020 decennial Census in 2020 geographies.

October 25, 2024

# Housing Market Characteristics

Lexington-Fayette Urban County, KY  
Geography: Place



**\$318,531** ↑  
Median Home Value

32% higher than **Kentucky** which is **\$217,318**



**83**

Housing Affordability Index



**29.7%**

Percent of Income for Mortgage

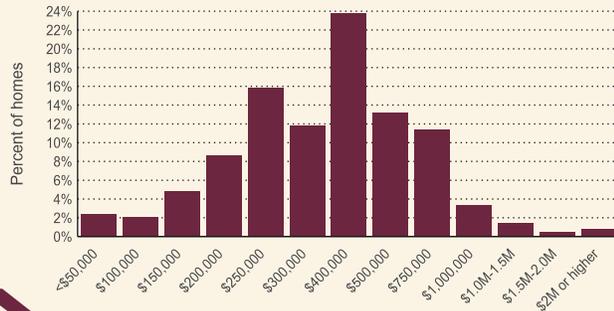


**105**

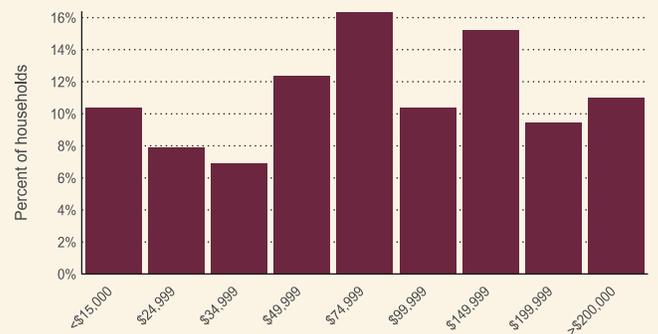
Percent of Income for Mortgage (Index)

Age <18	<b>66,104</b>	Age 18-64	<b>209,585</b>	Age 65+	<b>49,292</b>	Total Pop	<b>324,981</b>	Pop Growth	<b>0.18%</b>	Average HH Size	<b>2.29</b>	Median Net Worth	<b>\$135,712</b>
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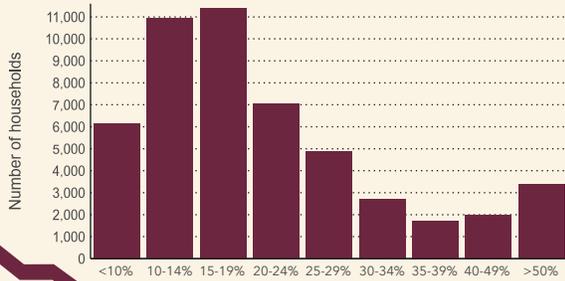
## Home Value



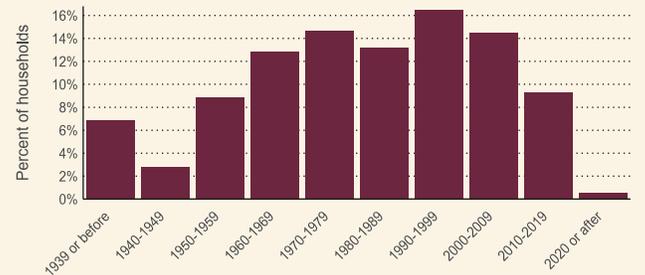
## Household Income



## Mortgage as % Salary

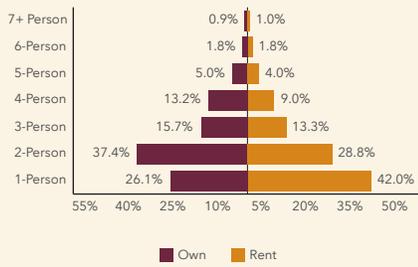


## Year Property Built

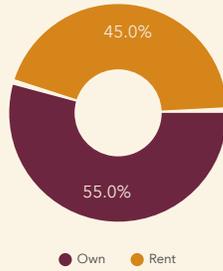


Source: This infographic contains data provided by Esri (2024), ACS (2018-2022), U.S. Census (2020). © 2024 Esri

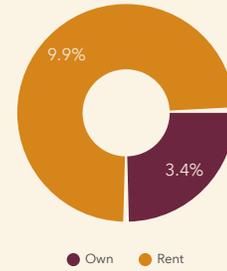
Census Housing by Size



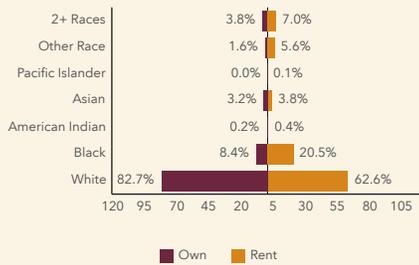
Home Ownership



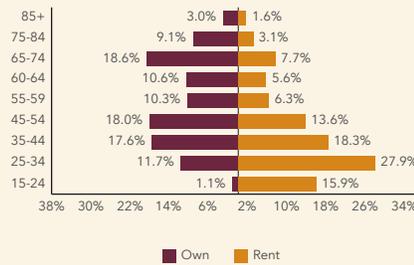
Hispanic Home Ownership



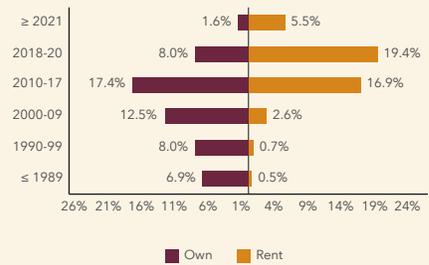
Housing by Race of Householder



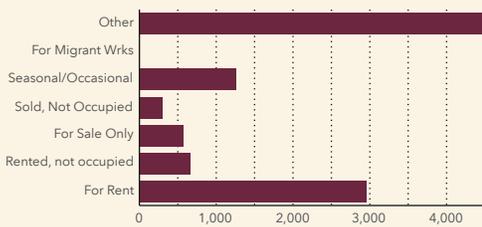
Housing by Age of Householder



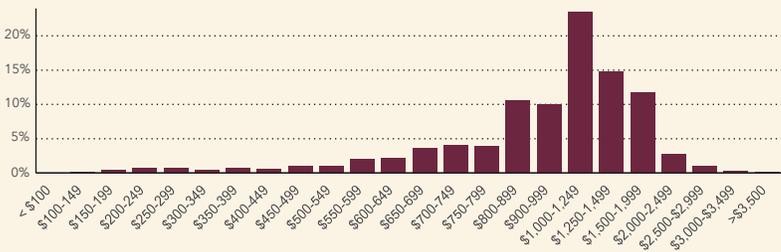
Year Householder Moved In



Vacant Housing Units ( Total 10,241 )



Gross Rent



Source: This infographic contains data provided by Esri (2024), ACS (2018-2022), U.S. Census (2020). © 2024 Esri



# APPENDIX C - PRELIMINARY SPACE PROGRAM

Table C.1: Preliminary Concept Space List - Training Center

PRELIMINARY CONCEPT SPACE LIST - TRAINING CENTER  
 LFUCG FIRE TRAINING CENTER  
 LEXINGTON, KENTUCKY  
 PROJECT NO. 24057



July 15, 2024

SPACE DESCRIPTION	NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)	
<b>"Dirty" Areas</b>					
<b>1.00</b>	<b>Apparatus/Equipment</b>				
1.01	Vehicle Bays	Trench Drains / Bi-Fold Doors / Fans / Electric & Water / Plymovent / 80 x 20 / Anchors and Training Props	4	1,600	6,400
1.02	POV Bays	Trench Drains / Bi-Fold Doors / Fans / Electric & Water / Plymovent / 80 x 20 / Anchors and Training Props	2	1,600	3,200
<b>Subtotal Net Square Footage</b>				<b>9,600</b>	
<b>2.00</b>	<b>Bay Support Areas</b>				
2.01	Gear Room	100 Gear Lockers / Exhaust / Fans / Floor Drains	1	500	500
2.02	Tool Room	Workbench / Floor Drains	1	200	200
2.03	Decon/Laundry	Shower / Sink / Floor Drains / Emergency Eye Wash / Shower	1	200	200
2.04	Gear Wash	2 Gear Washers / 2 Linear Drying Racks / Regular Washer and Dryer	1	200	200
2.05	Storage Rooms	Fire and EMS Storage / Access Control	2	300	600
2.06	SCBA	Workbench / Bottle Storage / SCBA Machine / 24-Hour Access / Access Control	1	180	180
2.07	SCBA Maintenance	Workbench / 100 Bottle Storage / SCBA Machine	1	250	250
2.08	Technical Rescue Training	Combined in Bay Spaces / Landing Area	1	100	100
2.09	Auditorium Storage	Table and Chair / Portable Stage Storage	1	200	200
2.10	General Storage Room	Shelving	1	200	200
2.11	Dirty Restroom	Sink / Water Closet / Hose Bib / Near Decon	1	75	75
<b>Subtotal Net Square Footage</b>				<b>2,705</b>	
<b>3.00</b>	<b>Classrooms/Labs</b>				
3.01	Small Classrooms	A/V / Monitors/ Markerboards / Air Walls for Division / 30 Seats	1	800	800
3.02	Large Classrooms	A/V / Monitors/ Markerboards / Air Walls for Division / 60 Seats	1	1,800	1,800
3.03	Classroom Storage Room	Shelving / Table and Chair / Training Props	2	200	400
<b>Subtotal Net Square Footage</b>				<b>3,000</b>	
<b>Total Net Square Footage of "Dirty" Areas</b>				<b>15,305</b>	
<b>"Clean" Areas</b>					
<b>4.00</b>	<b>Entry</b>				
4.01	Vestibule	ADA Accessible	1	70	70
4.02	Lobby	ADA Accessible / Displays / Historic Truck	1	800	800
4.03	Public Restroom	Water Closets/ Sinks/ Fountains/ ADA Accessible	2	300	600
<b>Subtotal Net Square Footage</b>				<b>1,470</b>	

Table C.1: Preliminary Concept Space List - Training Center (Continued)

SPACE DESCRIPTION		NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)
<b>5.00</b>	<b>Fire Training Areas</b>				
5.01	Auditorium	Air Walls for Dividing Space into multiple rooms / 400 People / A/V / Stage / Screens / Monitors / Projectors / Acoustical Panels / Shared with Bays	0	0	0
5.02	Small Classrooms	A/V / Monitors/ Markerboards / Air Walls for Division	1	800	800
5.03	Large Classrooms	A/V / Monitors/ Markerboards / Air Walls for Division	1	1,800	1,800
5.04	Classroom Storage Room	Shelving / Table and Chair / Training Props	2	200	400
<b>Subtotal Net Square Footage</b>					<b>3,000</b>
<b>6.00</b>	<b>EMS Training Rooms</b>				
6.01	Breakout Rooms	A/V / Monitors/ Markerboards	9	360	3,240
6.02	Large Classroom	A/V / Monitors/ Markerboards / Air Walls for Division / 60 Seats	1	2,700	2,700
6.03	Medium Classroom	A/V / Monitors/ Markerboards / Air Walls for Division / 45 Seats	1	2,000	2,000
6.04	Classroom Storage Room	Shelving / Table and Chair / Training Props	3	100	300
6.05	Simulation Lab	Multi-Purpose / Access Controlled	1	625	625
6.06	Cadaver Lab	Climate Controlled / Lab Setup	1	625	625
6.07	Climate Controlled Storage	Climate Controlled / Access Control	1	300	300
6.08	Cold Storage Area	Access Control	1	300	300
<b>Subtotal Net Square Footage</b>					<b>10,090</b>
<b>7.00</b>	<b>Administration Areas</b>				
7.01	Executive Officer	Desk/ File Cabinet / Book Case / Monitor	1	200	200
7.02	Training Officer Office	Desk/ File Cabinet / Book Case / Monitor	1	120	120
7.03	Admin. Specialist	Desk/ File Cabinet / Book Case / Monitor	1	120	120
7.04	Large Conference	Table and Chairs / Monitor / Marker board / 20 People	1	600	600
7.05	Small Conference	Table and Chairs / Monitor / Marker board / 6 People	1	200	200
7.06	Work/Copy/Mail Room	Mailboxes / Copier / Work Counter / Cabinets	1	90	90
7.07	Training Instructor Office	12 Workstations 8x6 / Monitors / Book Case	12	60	720
7.08	Future Office	Monitor	4	120	480
7.09	A/V Office	Desk/ File Cabinet / Book Case / Monitor	1	120	120
7.10	Video Production/ Multimedia	Soundproof/ Quiet Area / A/V Equipment / Graphic Preparation Area / Laptop Cart Storage	1	250	250
7.11	Records Storage	Lockable / Fire Proof / Access Control	1	200	200
7.12	Recruiting Offices	Desk/ File Cabinet / Book Case / Monitor	2	120	240
7.13	Background Investigators	3 Workstations 8x6 / Monitor / Book Case	3	60	180
7.14	Admin. Specialist	Desk/ File Cabinet / Book Case / Monitor	1	120	120
7.15	Record Storage	Lockable / Fire Proof / Access Control	1	600	600
7.16	Recruiting & Hiring Entry	Seating / Monitor	1	70	70
7.17	EMS Instructor Offices	Desk/ File Cabinet / Book Case / Monitor	4	120	480
7.18	Medical Director	Desk/ File Cabinet / Book Case / Monitor	1	200	200
7.19	Wellness Coordinator	Desk/ File Cabinet / Book Case / Monitor / Near Fitness	1	120	120
7.20	Wellness Office	6 Workstations 8x6 / Monitors / Book Case / Near Fitness	6	60	360
<b>Subtotal Net Square Footage</b>					<b>5,470</b>



**Table C.1: Preliminary Concept Space List - Training Center (Continued)**

SPACE DESCRIPTION		NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)
<b>8.00</b>	<b>Staff Support Areas</b>				
8.01	Locker Room	120 1/2 Size 2x2 Metal Lockers/ Benches	1	400	400
8.02	Locker Room	15 Full Size 2x2 Metal Lockers / Benches	1	400	400
8.03	Gender Neutral Restroom	w/ Showers	19	90	1,710
8.04	Laundry	Laundry Equipment with Hookups / Venting / Shelving / Near Staff Locker Room	1	80	80
8.05	Custodial Closet	Mop Sink/ Shelving	1	36	36
8.06	Linen Closet	Shelving	2	20	40
8.07	Fitness	Exercise and Training Equipment / 24-Hour Access / Near Locker Rooms and Showers / Fans / Monitors	1	6,000	6,000
8.08	Kitchen	Commercial Kitchen & Appliances / Pantry / Near Cafeteria	1	600	600
8.09	Food Storage	Dry / Freezer / Coolers	1	200	200
8.10	Cafeteria	Seating for 60 people / Microwaves / 2 Refrigerators	1	2,300	2,300
8.11	Bunk Rooms	12 Bunks / Night Stands / Monitors / Fans	12	50	600
8.12	Quarter Master Room	Shelving / Racks / Electronic Tracking / Access Control / 24-Hour Access / Exterior Access Point	1	600	600
8.13	Rehabilitation Area	Near Fitness Room / Limited Access / Monitors	1	3,000	3,000
<b>Subtotal Net Square Footage</b>					<b>15,966</b>
<b>9.00</b>	<b>Physical Plant</b>				
9.01	Mechanical	Floor Drain / HVAC Equipment	1	500	500
9.02	Electrical	MDP/ Switchgear / Panels / Fire Alarm / Floor Drain	1	500	500
9.03	Water	Oil Water Separator / Water and Fire Entry / Water Heaters	1	150	150
9.04	MDF/Server Room	Separate HVAC / Facility Wi-Fi Spots / IP Phone System/ Fiber Entry / Grounding / Servers/ Floor Drain / Comm Equipment/ Cable Tray	1	300	300
9.05	Antennae Room	Floor Drain/ Antennae Equipment and Entry/ Grounding/ Station Alerting	1	80	80
9.06	I.T./IDF	Comm Equipment/ Cable Tray	1	80	80
<b>Subtotal Net Square Footage</b>					<b>1,610</b>
<b>Total Net Square Footage of "Clean" Areas</b>					<b>37,606</b>
<b>Total Net Square Footage</b>					<b>52,911</b>
<b>TOTAL NET BUILDING SQUARE FOOTAGE</b>					<b>52,911</b>
<b>CIRCULATION, WALLS, AND CORRIDORS GROSSING FACTOR OF 30%</b>					<b>15,873</b>
<b>TOTAL GROSS SQUARE FOOTAGE</b>					<b>68,784</b>

Table C.1: Preliminary Concept Space List - Training Center (Continued)

SPACE DESCRIPTION	NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)	
<b>OUTDOOR AMENITIES</b>					
<b>1.00</b>	<b>STAFF AMENITIES</b>				
1.01	Staff Parking	Secure Fencing / Gate / Loop Detectors / Access Control or Transmitters / Electric and Charging Stations / Electrical / Covered Parking for Trailers	20	350	7,000
1.02	Outdoor Courtyard	Secure / Adjacent to Breakroom / Gas Connections / Electrical / Tables and Chair and Umbrellas	1	1,500	1,500
1.03	Secondary Access to Site	Secure / Gate / Access Control	1		0
1.04	Training Ground with Props	Extraction, Rail Car, Tunnel, Drafting Pit, Tower, etc.	1		0
1.05	Bridge	Loading for Apparatus / Pedestrian Access	1		0
1.06	Apparatus Parking	Secure Fencing / Gate / Loop Detectors / Access Control or Transmitters / Electric and Charging Stations / Electrical / Near Bays	10	800	8,000
1.07	Driving Pad	Training Pad 250x200	1	50,000	50,000
<b>Subtotal Net Square Footage</b>					<b>66,500</b>
<b>2.00</b>	<b>PUBLIC AMENITIES</b>				
2.01	Public Parking	ADA Compliant Stalls / Public Parking	200	350	70,000
2.02	Civic Space	Civic Space for Public / Threat Mitigation Tactics	1	1,000	1,000
<b>Subtotal Net Square Footage</b>					<b>71,000</b>



Table C.2: Preliminary Concept Space List - CPAT & WPE Facility

PRELIMINARY CONCEPT SPACE LIST - CPAT & WPE FACILITY  
 LFUCG FIRE TRAINING CENTER  
 LEXINGTON, KENTUCKY  
 PROJECT NO. 24057



July 15, 2024

SPACE DESCRIPTION		NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)
<b>WPE &amp; CPAT BUILDING</b>					
<b>1.00</b>	<b>Staff Areas</b>				
1.01	Open Area		1	3,000	3,000
3.02	Storage Closets	Shelving	2	80	160
<b>Subtotal Net Square Footage</b>					<b>3,160</b>
<b>2.00</b>	<b>Administration Areas</b>				
2.01	Office	(3) Workstations	3	75	225
2.02	Work/Copy Room	Copier/ Work Counter	1	30	30
<b>Subtotal Net Square Footage</b>					<b>255</b>
<b>3.00</b>	<b>Staff Support Areas</b>				
3.01	Locker Room	60 2x2x2 Metal Lockers/ Benches / Ventilation	1	500	500
3.02	Uni-Sex Restroom	w/ Shower	4	90	360
3.03	Laundry	Laundry Equipment with Hookups / Venting / Shelving	1	65	65
3.04	Custodial Closet	Mop Sink/ Shelving	1	36	36
3.05	Linen Closet	Shelving	2	25	50
<b>Subtotal Net Square Footage</b>					<b>1,011</b>
<b>4.00</b>	<b>Physical Plant</b>				
4.01	Mechanical	Floor Drain / HVAC Equipment	1	200	200
4.02	Electrical	MDP/ Switchgear / Panels / Fire Alarm / Floor Drain	1	100	100
4.03	Water	Water and Fire Entry / Water Heaters	1	65	65
4.04	MDF/Server Room	Separate HVAC / Facility Wi-Fi Spots / IP Phone System/ Fiber Entry / Grounding / Servers/ Floor Drain / Comm Equipment/ Cable Tray	1	80	80
<b>Subtotal Net Square Footage</b>					<b>445</b>
<b>Total Net Square Footage of Administration Areas</b>					<b>4,871</b>
<b>Total Net Square Footage</b>					<b>4,871</b>
<b>TOTAL NET BUILDING SQUARE FOOTAGE</b>					<b>4,871</b>
<b>CIRCULATION, WALLS, AND CORRIDORS GROSSING FACTOR OF 15%</b>					<b>731</b>
<b>TOTAL GROSS SQUARE FOOTAGE</b>					<b>5,602</b>

Table C.3: Preliminary Concept Space List - Outdoor Training Areas

PRELIMINARY CONCEPT SPACE LIST - OUTDOOR TRAINING AREAS  
 LFUCG FIRE TRAINING CENTER / STATION 13  
 LEXINGTON, KENTUCKY  
 PROJECT NO. 18158 / 39-2018



March 15, 2019

SPACE DESCRIPTION	NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)	
<b>Site Amenities</b>					
<b>1.00</b>	<b>Vehicle Training</b>				
1.01	Emergency Vehicle Operations Course (EVOC)	Driver Training Course / Roadway Training Areas / Cul-de-Sac / Neighborhood Road with (2) Houses	1	100,000	100,000
1.02	Fire Props	Flammable Liquids and Gases / Fuel Distribution / Outdoor Gas-Fired Props / Fuel Spill Fire / Vehicle Fire / Dumpster Fire / LP Tank Fire / Gas Main Break Fire / Christmas Tree Fire / Industrial Fire / Extinguisher Training Area / Bleacher Area	10	800	8,000
1.03	Storage	Portable Equipment / Vehicles / Props	3	1,400	4,200
<b>Subtotal Net Square Footage</b>				<b>112,200</b>	
<b>2.00</b>	<b>Fire Fighter Training</b>				
2.01	Drill Tower	Existing On Site	0	0	0
2.02	Drafting Pit	Pump / Ladder / Hose Testing / Bleacher Area	1	1,500	1,500
2.03	Live Fire Training Structure	Existing House	1	2,500	2,500
2.04	Respiratory Protection Training Lab	Room in Existing Training Tower	0	0	0
2.05	Technical Rescue Area	High Angle / Collapse / Trench / Confined Space / Vehicle Extrication	1	10,000	10,000
2.06	Rail Incident Training		1	7,500	7,500
2.07	Fire Behavior Lab	Flashover Container / Bleacher Area	1	3,000	3,000
2.08	Rapid Intervention Crew (RIC)	Saving your Own Training Prop	1	5,000	5,000
<b>Subtotal Net Square Footage</b>				<b>29,500</b>	
<b>3.00</b>	<b>Site Support</b>				
3.01	Water Distribution	Hydrants / Hook-ups	4	100	400
3.02	Environmental Cleanup	Dumpsters	3	1,000	3,000
3.03	Water Filtration and Reclamation	NFPA Standard / Storage Tank / Connections	1	400	400
3.04	Parking	Daily and Event	300	325	97,500
<b>Subtotal Net Square Footage</b>				<b>101,300</b>	
<b>Total Net Square Footage of Site Amenities</b>				<b>243,000</b>	
<b>Site Structures</b>					
<b>4.00</b>	<b>Outdoor Classrooms</b>				
4.01	Outdoor Classrooms	Pavilion / Open Air Structure / Markerboards / A/V / Bleachers	3	500	1,500
4.02	Storage		1	100	100
4.03	Safety Monitoring and Control Areas	Various Areas around the Site	6	50	300
<b>Subtotal Net Square Footage</b>				<b>1,900</b>	



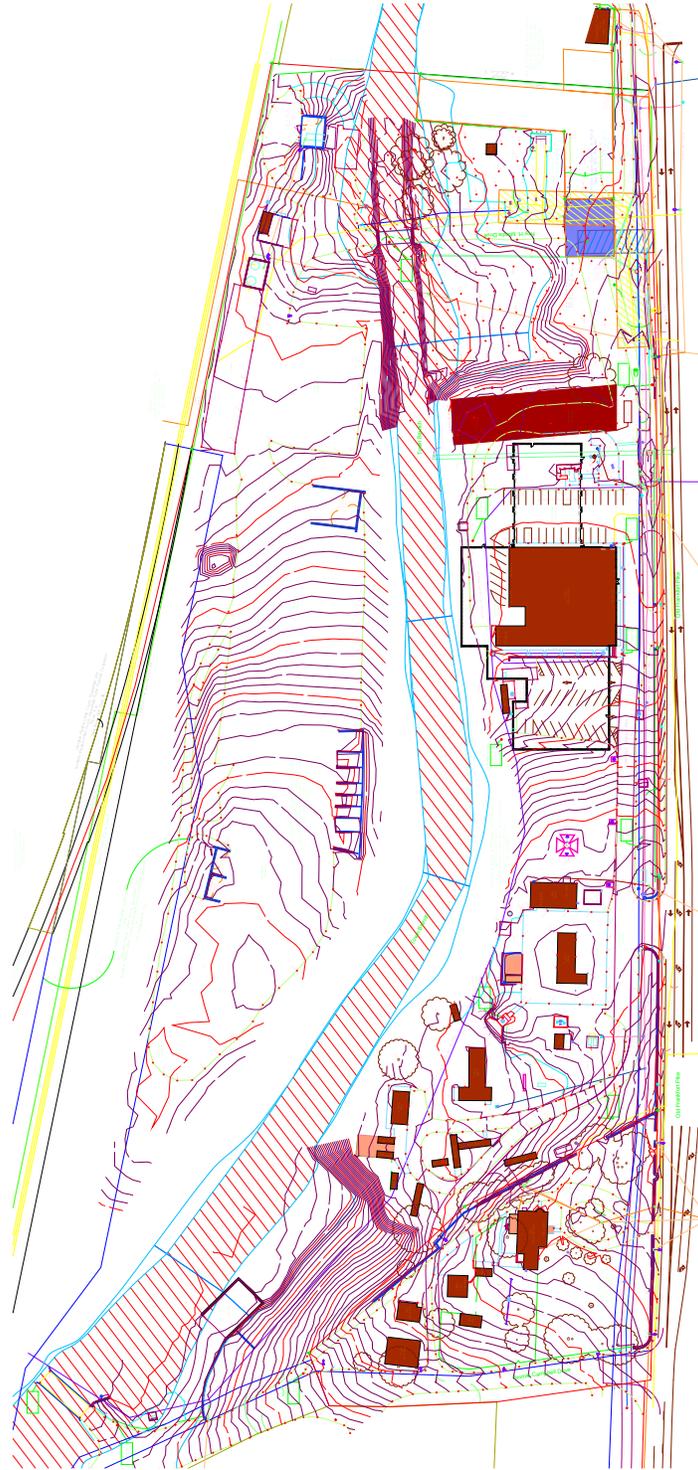
Table C.3: Preliminary Concept Space List - Outdoor Training Areas (Continued)

SPACE DESCRIPTION		NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)
<b>5.00</b>	<b>Restroom Facilities</b>				
5.01	Locker Room	Metal Lockers/ Benches	1	450	450
5.02	Restroom	w/ 6 Showers	1	500	500
5.03	Restroom	w/ 6 Showers	1	500	500
5.04	Uni-Sex Restroom	w/ Shower	1	90	90
<b>Subtotal Net Square Footage</b>					<b>1,540</b>
<b>6.00</b>	<b>Hazardous Containment Areas</b>				
6.01	Decontamination Area	Showers / Sinks / Eye Wash	2	200	400
6.02	Hazardous Containment Room		2	400	800
6.03	Laundry / Turnout Gear Extractor		2	100	200
6.04	Uni-Sex Restroom		2	80	160
<b>Subtotal Net Square Footage</b>					<b>1,560</b>
<b>7.00</b>	<b>Rehabilitation Areas</b>				
7.01	Rehabilitation Areas		2	400	800
<b>Subtotal Net Square Footage</b>					<b>800</b>
<b>Total Net Square Footage of Site Structures</b>					<b>5,800</b>
<b>TOTAL NET BUILDING SQUARE FOOTAGE</b>					<b>5,800</b>
<b>CIRCULATION, WALLS, AND CORRIDORS GROSSING FACTOR OF 20%</b>					<b>1,160</b>
<b>TOTAL GROSS SQUARE FOOTAGE</b>					<b>6,960</b>



# APPENDIX D - CONCEPTS

Figure D.1: Option 01 Concept Site Plan



REVISION NUMBER	DATE	DESCRIPTION
1		LFUCG Fire Training Study 1250 CHAFFIN RD LEICESTER, VT 05256

Project No: Concept Site Plan Option 01  
24057  
SD-001  
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(A) Option 01 Site Plan

Figure D.2: Option 1 First Floor

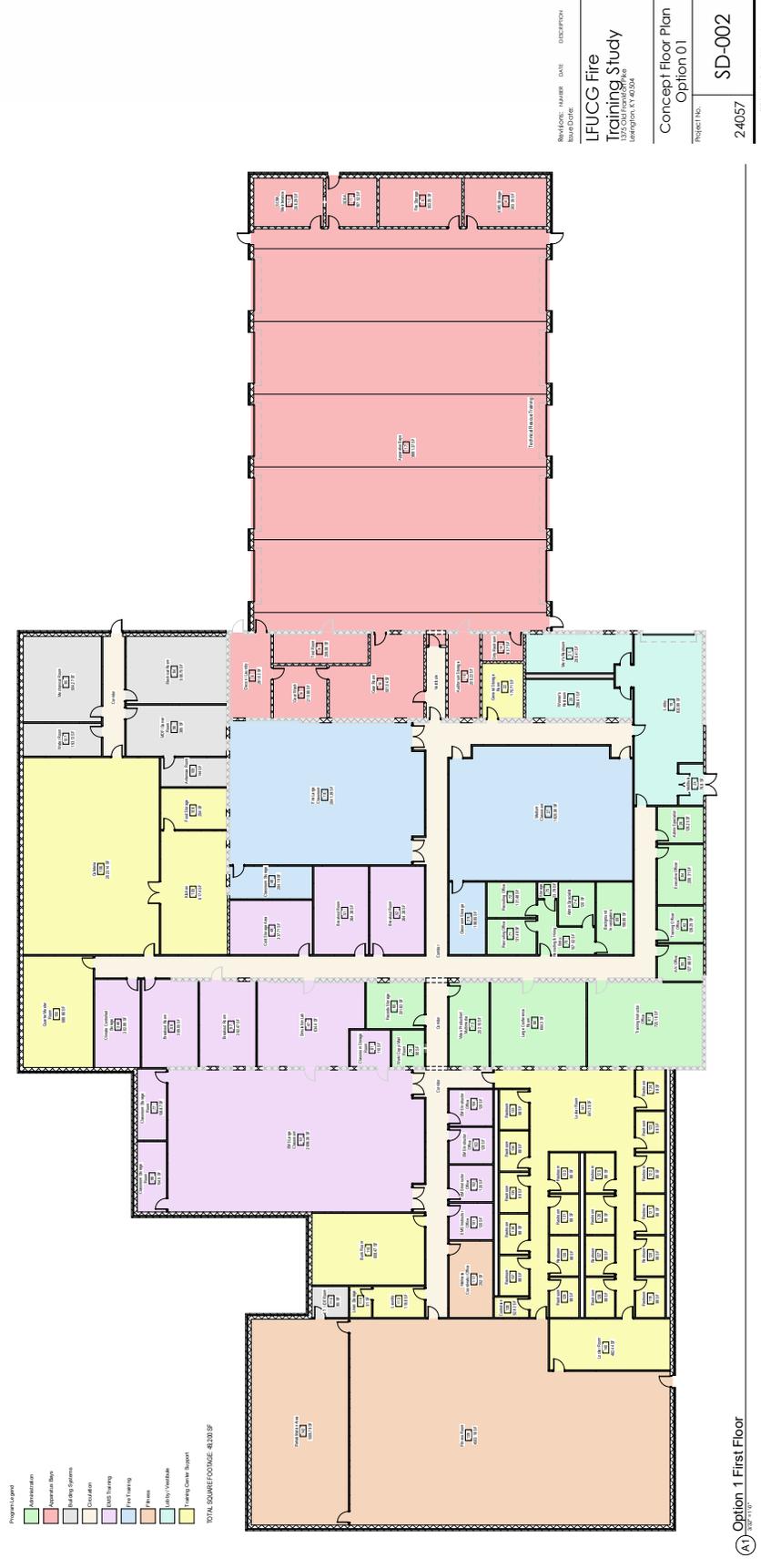
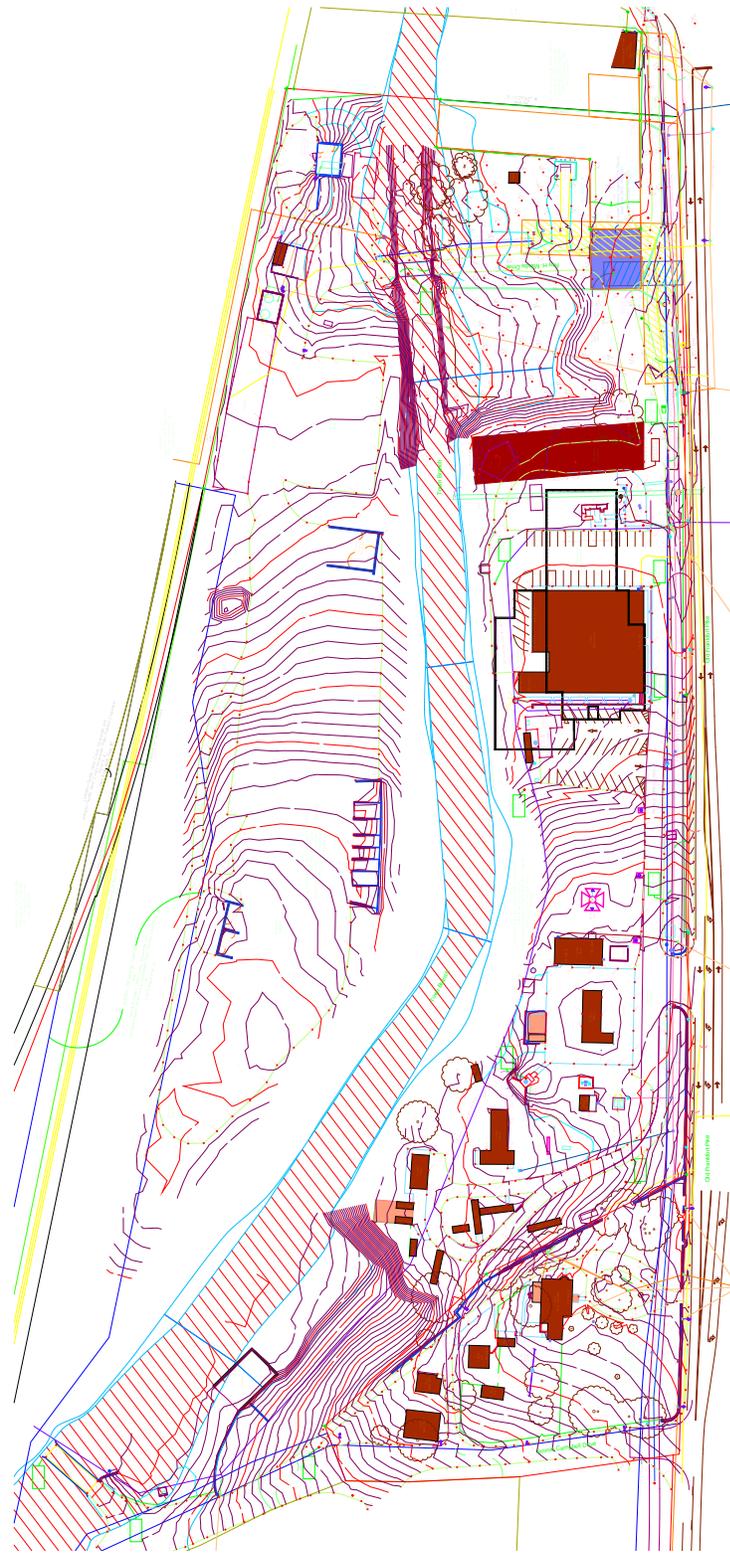




Figure D.4: Option 02 Site Plan



REVISIONS: NUMBER DATE DESCRIPTION		
1		
<b>LFUCG Fire Training Study</b>		
137 COLLETT ROAD LEWINGTON, NC 27048		
Project Name: <b>Concept Site Plan Option 02</b>		
Project No.:	<b>24057</b>	Sheet No.:
		<b>SD-004</b>
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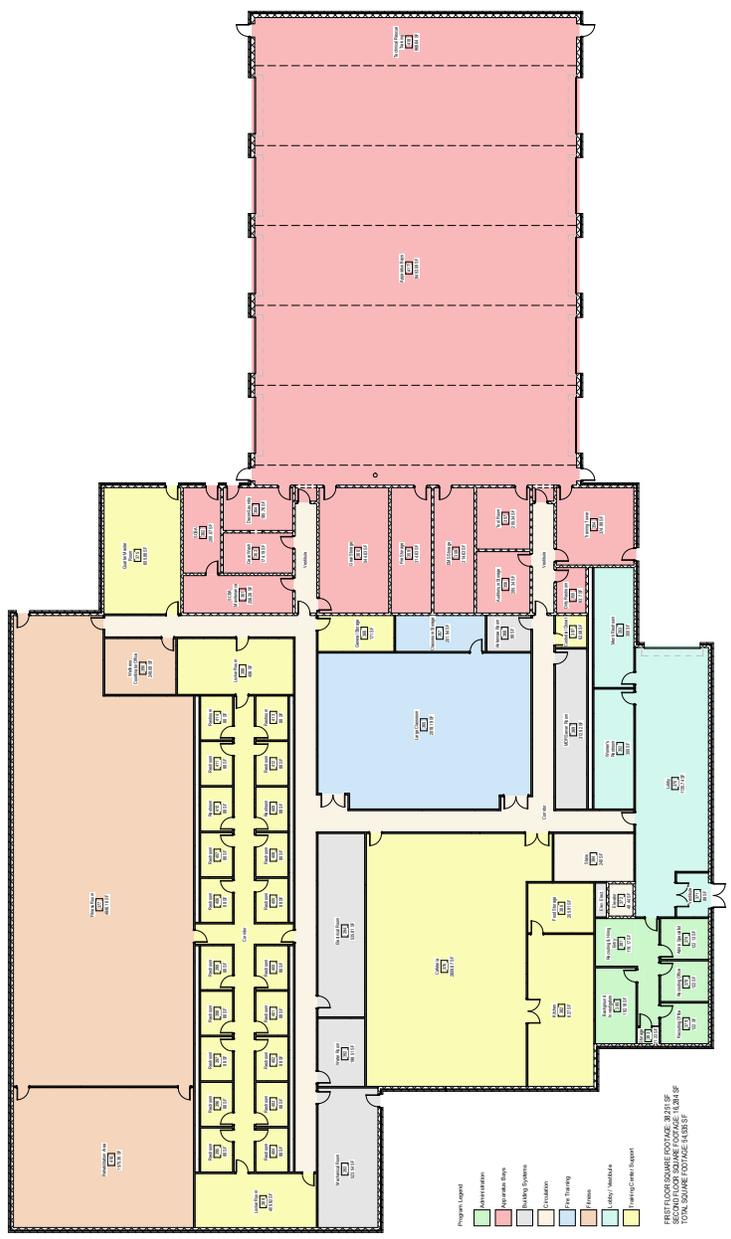
Option 02 Site Plan  
11-15-2015



Figure D.5: Option 2 First Floor



REVISIONS: NUMBER DATE DESCRIPTION  
 24057  
**LFUGG Fire Training Study**  
 137 COLLEGE BLVD  
 LEWINGTON, KY 40304  
 Concept Floor Plan  
 Option 02 First Floor  
 Project No. **SD-005**



FIRST FLOOR SQUARE FOOTAGE: 12,148 SF  
 SECOND FLOOR SQUARE FOOTAGE: 12,148 SF  
 TOTAL SQUARE FOOTAGE: 24,296 SF

Option 2 First Floor  
 3/27/24

Figure D.6: Option 2 Second Floor



REVISIONS: NUMBER DATE DESCRIPTION  
 24057  
**LFUCG Fire Training Study**  
 137 COLLEGE AVENUE  
 LEWINGTON, KY 40304  
 Concept Floor Plan  
 Option 02 Second Floor  
 PROJECT NO. SD-006

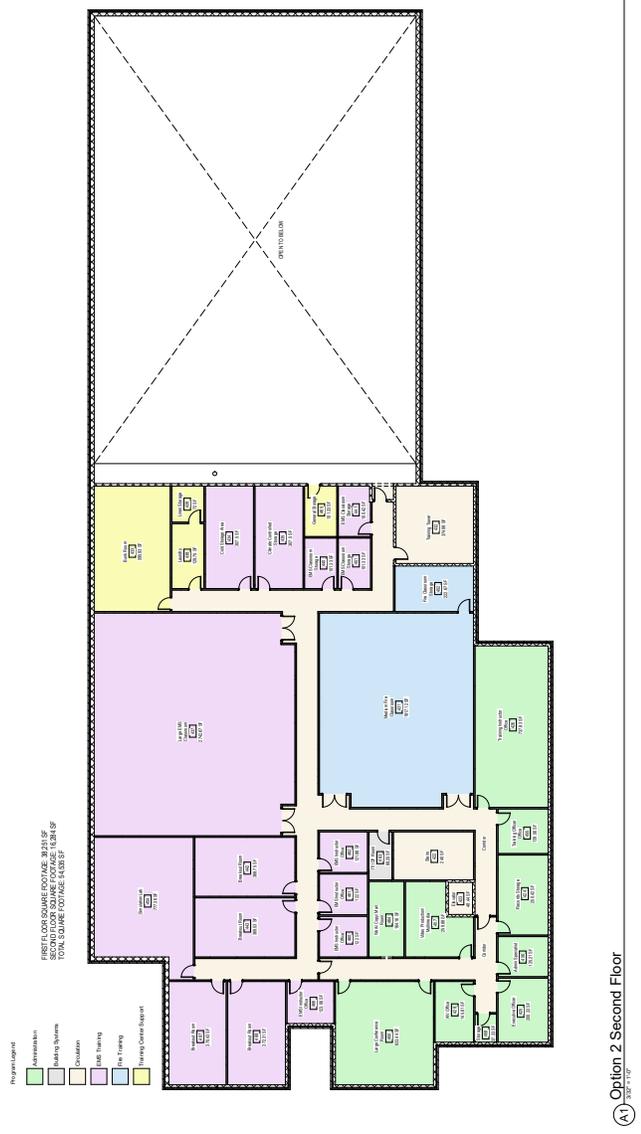
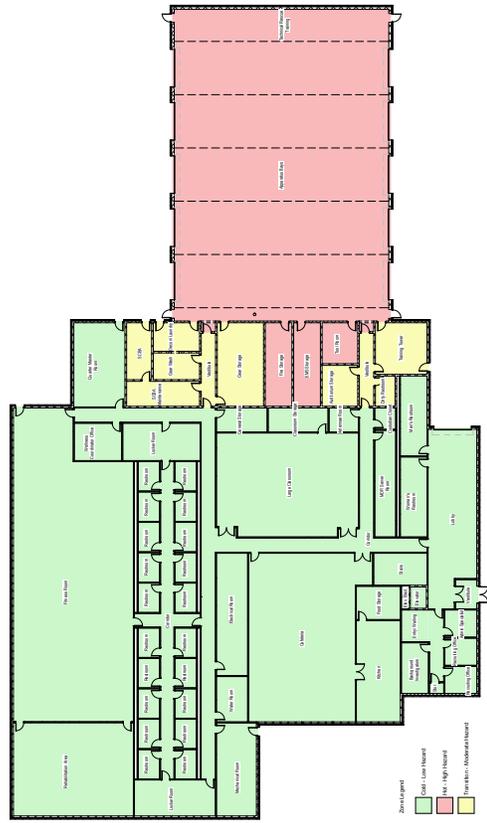


Figure D.7: Option 2 First Floor Hot Zones



(C) Option 2 Second Floor Hot Zones



(A) Option 2 First Floor Hot Zones

REVISION NUMBER	DATE	DESCRIPTION
1		Issue Date

**LFUGG Fire Training Study**  
 377 OGDEN PARKWAY  
 LEWISTON, KY 40324

PROJECT NO.	24057
PROJECT NAME	SD-007

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Figure D.8: Site Plan Concept Option 1 - Renovation & Addition

SITE PLAN CONCEPT OPTION 1 - RENOVATION & ADDITION



- Legend:**
- 1 - Civic Space
  - 2 - Existing Flag Pole
  - 3 - Apparatus Parking
  - 4 - Generator
  - 5 - Outdoor Courtyard
  - 6 - Covered Staff Parking
  - 7 - Public Parking
  - 8 - Driving Pad
  - 9 - Future Support Building
  - 10 - EPA Covenant Area
  - 11 - Future Town Branch Trail Extension
- Flood Zone
- Total Parking:**  
 Staff - 20 Spots  
 Public - 200 Spots  
 Public ADA - 7 Spots

**LFUCG Fire Training Center Study**  
 1375 Old Frankfort Pike, Lexington, KY 40504  
 September 25th, 2024

**BRANDSTETTER CARROLL INC**  
 ARCHITECTS + ENGINEERS + PLANNERS

SCALE:  
 1" = 40'-0"

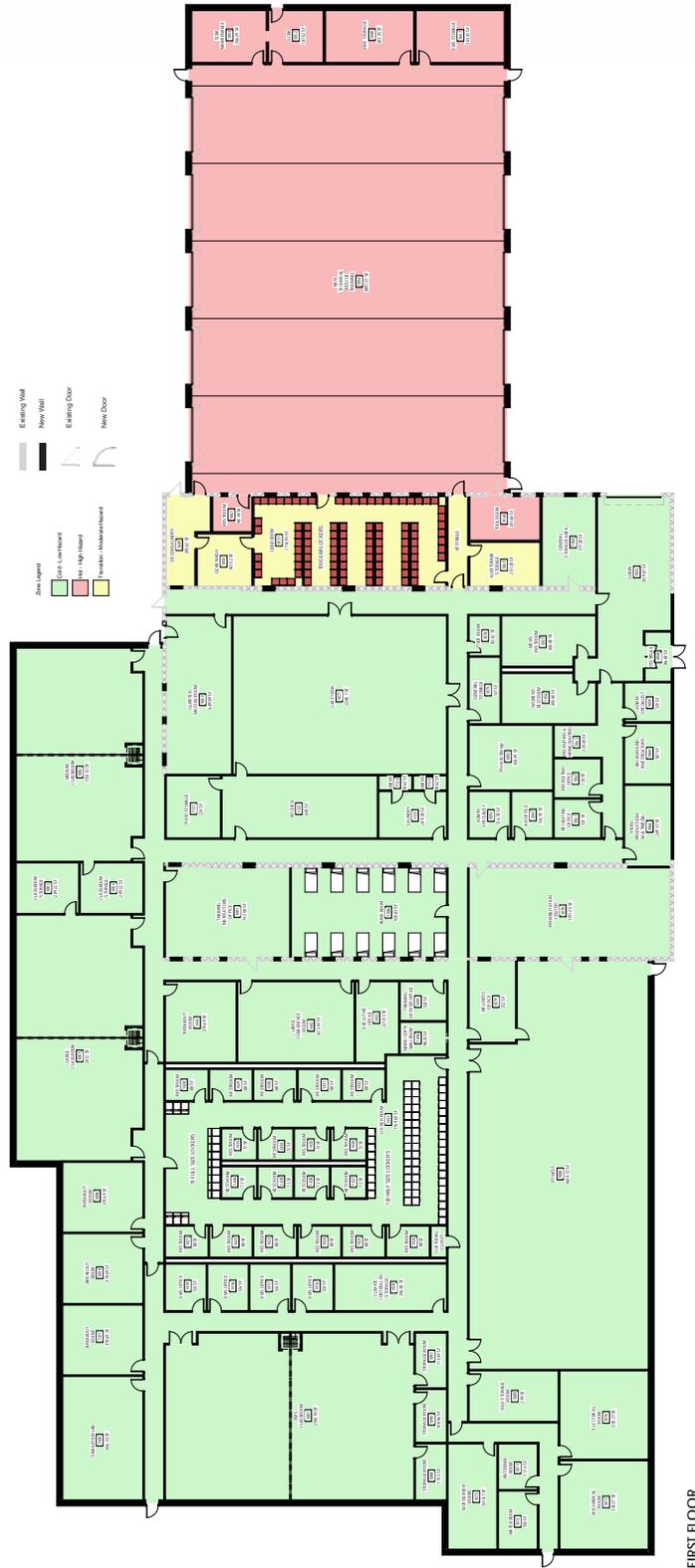
NORTH





Figure D.10: Hot Zones Plan Concept Option 1 - Renovation & Addition

HOT ZONES PLAN CONCEPT OPTION 1 - RENOVATION & ADDITION



SCALE:  
3/32" = 1'-0"

**LFUGG Fire Training Center Study**  
1375 Old Frankfort Pike, Lexington, KY 40504  
September 29th, 2024



Figure D.11: Site Plan Concept Option 2 - New Build

SITE PLAN CONCEPT OPTION 2 - NEW BUILD



- Legend:**
- 1 - Civic Space
  - 2 - Existing Flag Pole
  - 3 - Apparatus Parking
  - 4 - Generator
  - 5 - Outdoor Courtyard
  - 6 - Covered Staff Parking
  - 7 - Public Parking
  - 8 - Driving Pad
  - 9 - Future Support Building
  - 10 - EPA Coverage Area
  - 11 - Future Town Branch Trail Extension
- Flood Zone
- Total Parking:**  
 Staff - 20 Spots  
 Public - 200 Spots  
 Public ADA - 8 Spots



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 September 25th, 2024



NORTH

SCALE:  
1" = 40'-0"



Figure D.13: Floor Plan Concept Option 2 , Second Floor - New Build

FLOOR PLAN CONCEPT OPTION 2 - NEW BUILD



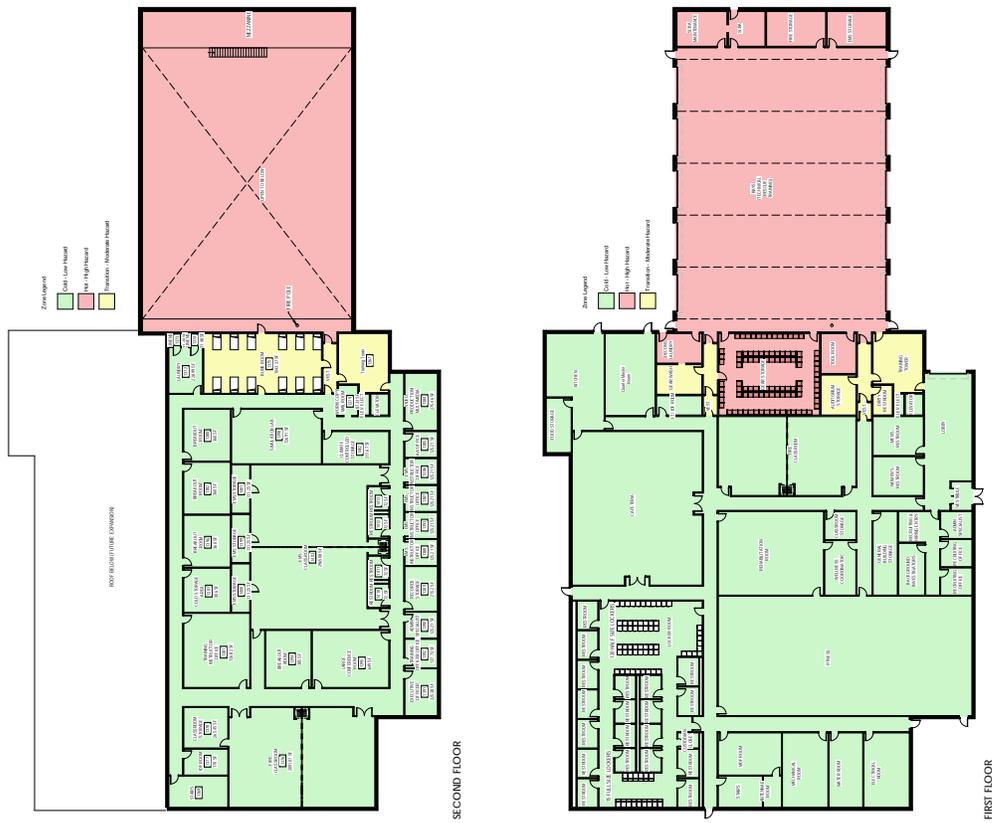
SCALE  
1/8" = 1'-0"

LFUCG Fire Training Center Study  
 1375 Old Frankfort Pike, Lexington, KY 40504  
 September 25th, 2024



Figure D.14: Hot Zones Plan Concept Option 2 - New Build

HOT ZONES PLAN CONCEPT OPTION 2 - NEW BUILD



SCALE:  
1/16" = 1'-0"

**LFUCG Fire Training Center Study**  
1375 Old Frankfort Pike, Lexington, KY 40504  
September 25th, 2024



Figure D.15: Site Plan Concept Option 1 - Renovation & Addition



**SITE PLAN CONCEPT OPTION 1 - RENOVATION & ADDITION**



SCALE:  
1" = 40'-0"

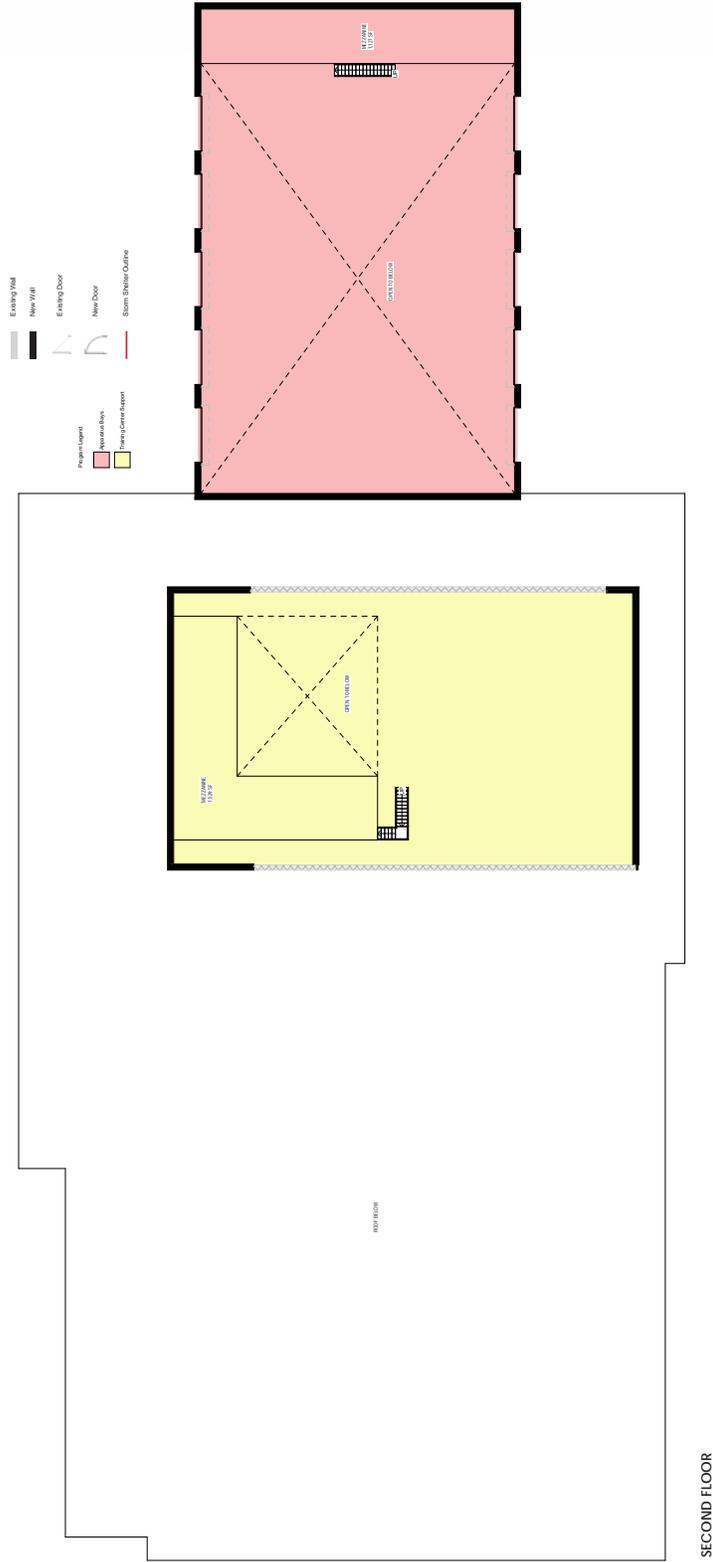
**LFUCG Fire Training Center Study**  
 1375 Old Frankfort Pike, Lexington, KY 40504  
 October 21st, 2024





Figure D.17: Floor Plan Concept Option 1, Second Floor - Renovation & Addition

FLOOR PLAN CONCEPT OPTION 1 - RENOVATION & ADDITION



SECOND FLOOR


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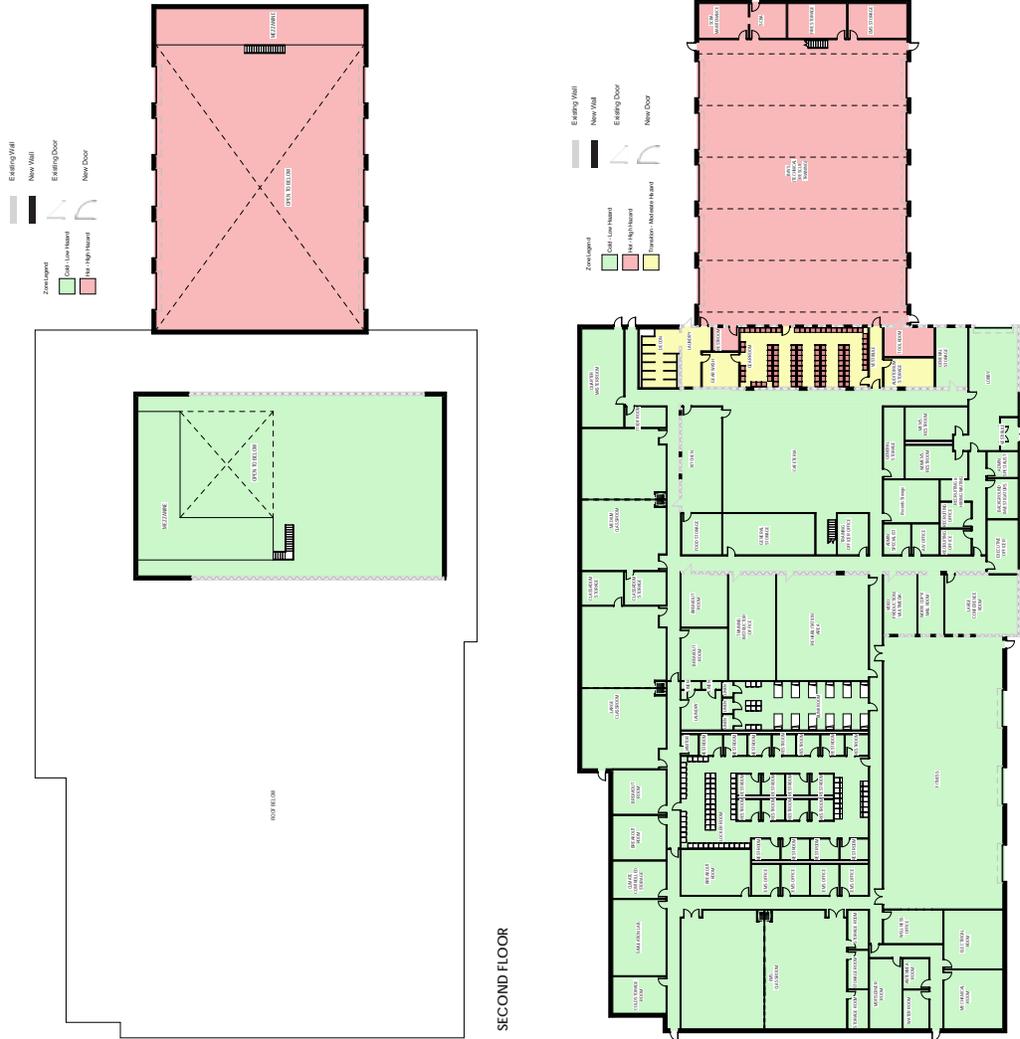
**LFUCG Fire Training Center Study**  
1375 Old Frankfort Pike, Lexington, KY 40504  
October 21st, 2024

SCALE:  
3/32" = 1'-0"

**NORTH**

Figure D.18: Hot Zones Plan Concept Option 1 - Renovation & Addition

HOT ZONES PLAN CONCEPT OPTION 1 - RENOVATION & ADDITION




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 1375 Old Frankfort Pike, Lexington, KY 40504  
 October 21st, 2024

SCALE:  
 1/16" = 1'-0"  

 NORTH

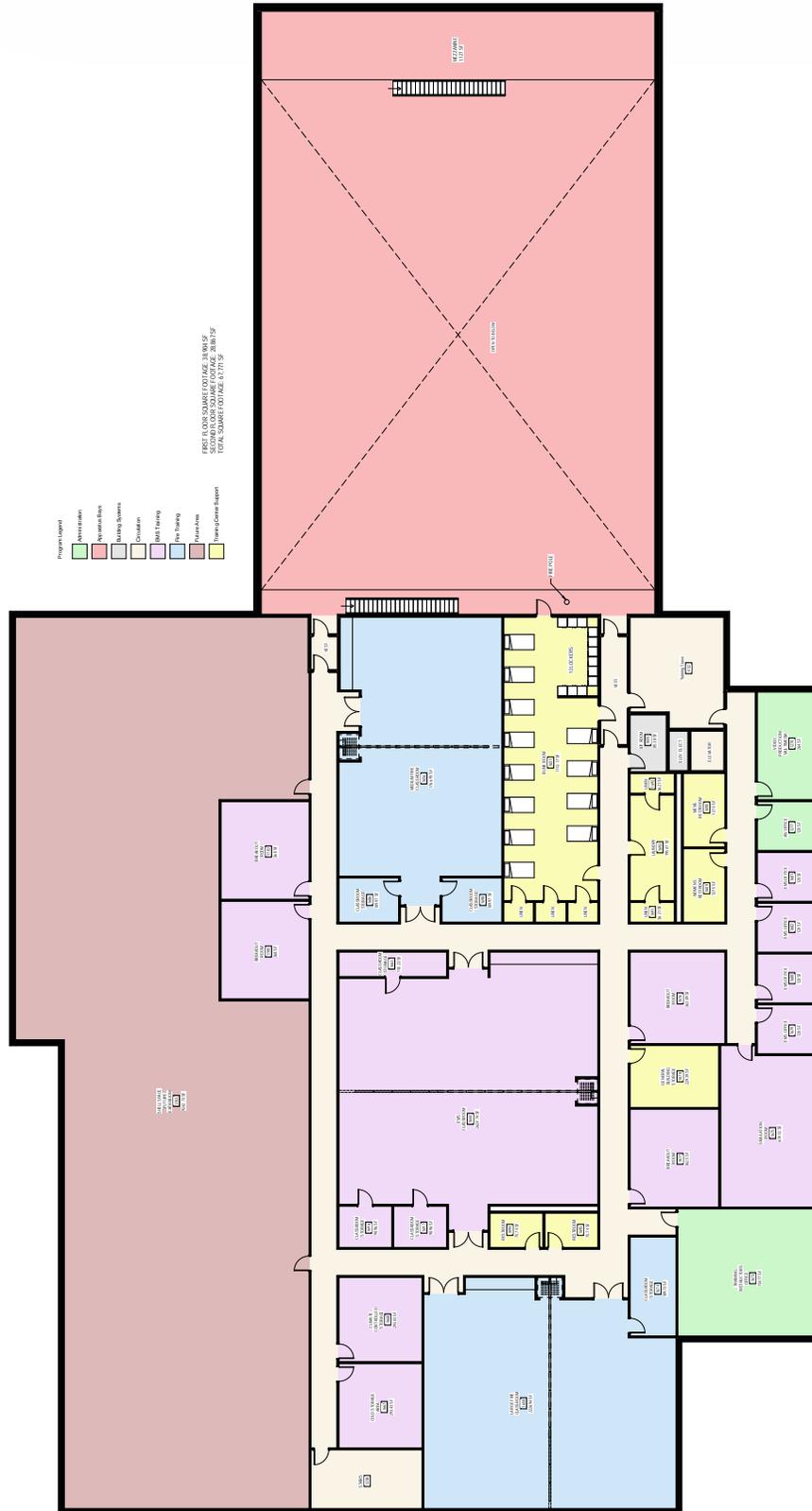






Figure D.21: Floor Plan Concept Option 2, Second Floor - New Build

FLOOR PLAN CONCEPT OPTION 2 - NEW BUILD



SECOND FLOOR

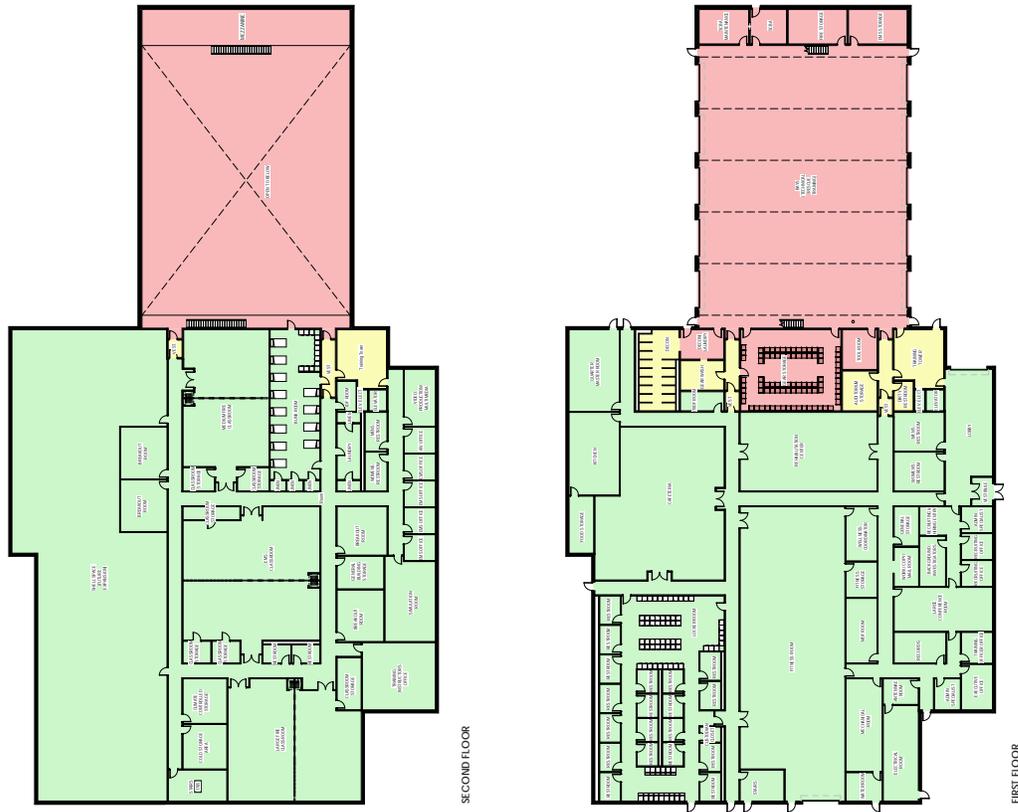

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**LFUCG Fire Training Center Study**  
 1375 Old Frankfort Pike, Lexington, KY 40504  
 October 21st, 2024

SCALE: 1/8" = 1'-0"  
 NORTH

Figure D.22: Hot Zones Plan Concept Option 2 - New Build

HOT ZONES PLAN CONCEPT OPTION 2 - NEW BUILD

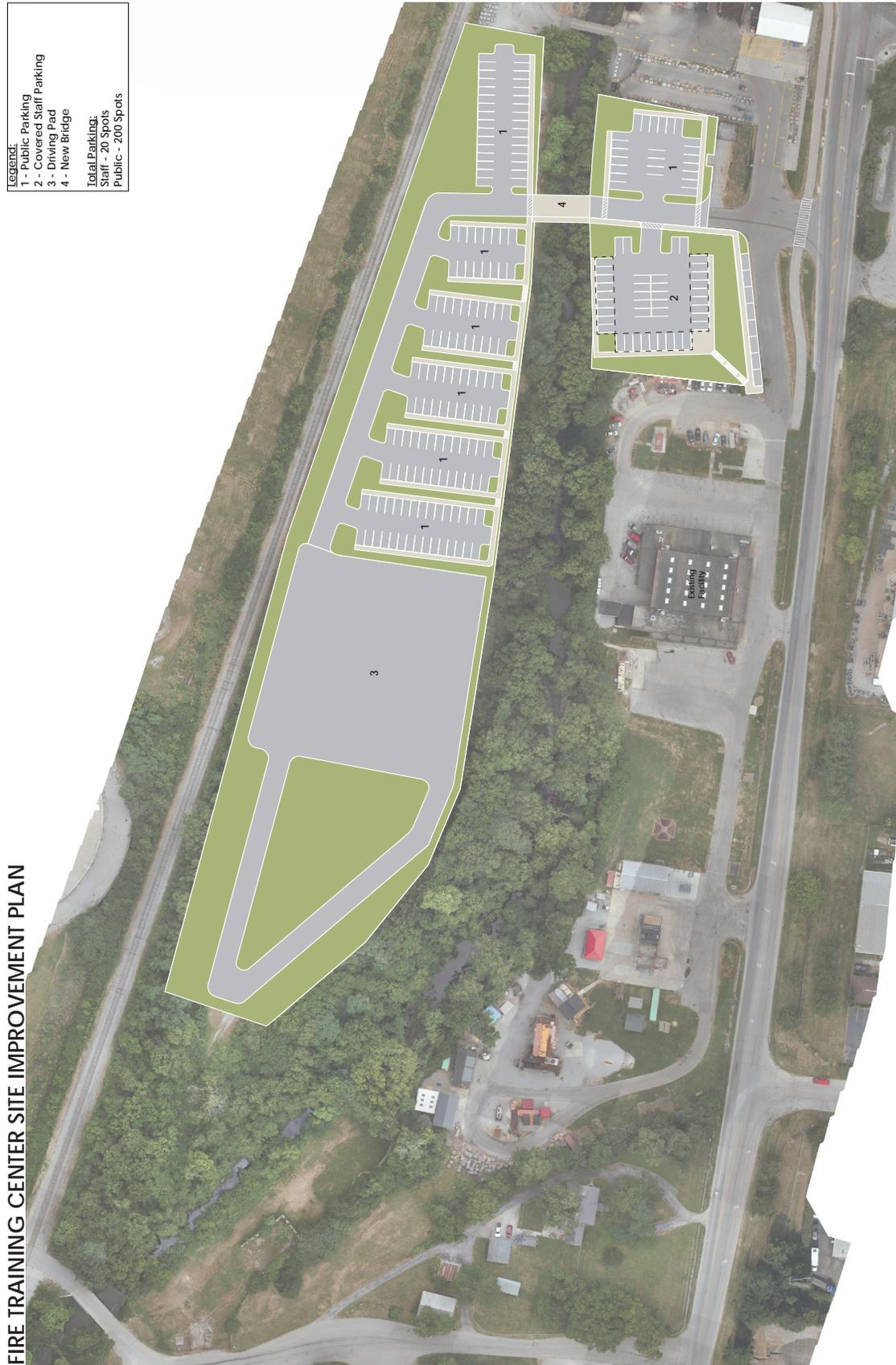


SCALE:  
1/16" = 1'-0"

**LFUCG Fire Training Center Study**  
1375 Old Frankfort Pike, Lexington, KY 40504  
October 21st, 2024



Figure D.23: Fire Training Center Site Improvement Plan



FIRE TRAINING CENTER SITE IMPROVEMENT PLAN

<b>Legend:</b>	
1 - Public Parking	
2 - Covered Staff Parking	
3 - Driving Pad	
4 - New Bridge	
<b>Total Parking:</b>	
Staff - 20 Spots	
Public - 200 Spots	



SCALE:  
1" = 40'-0"

**LFUCG Fire Training Center Study**  
1375 Old Frankfort Pike, Lexington, KY 40504  
October 24th, 2024



Figure D.24: Site Plan Concept Option 3 - New Build



SITE PLAN CONCEPT OPTION 3 - NEW BUILD



SCALE:  
1" = 40'-0"

NORTH

LFUCG Fire Training Center Study

1375 Old Frankfort Pike, Lexington, KY 40504  
November 18th, 2024



Figure D.25: Site Plan Concept Option 1 - Renovation & Addition - Phasing Plan

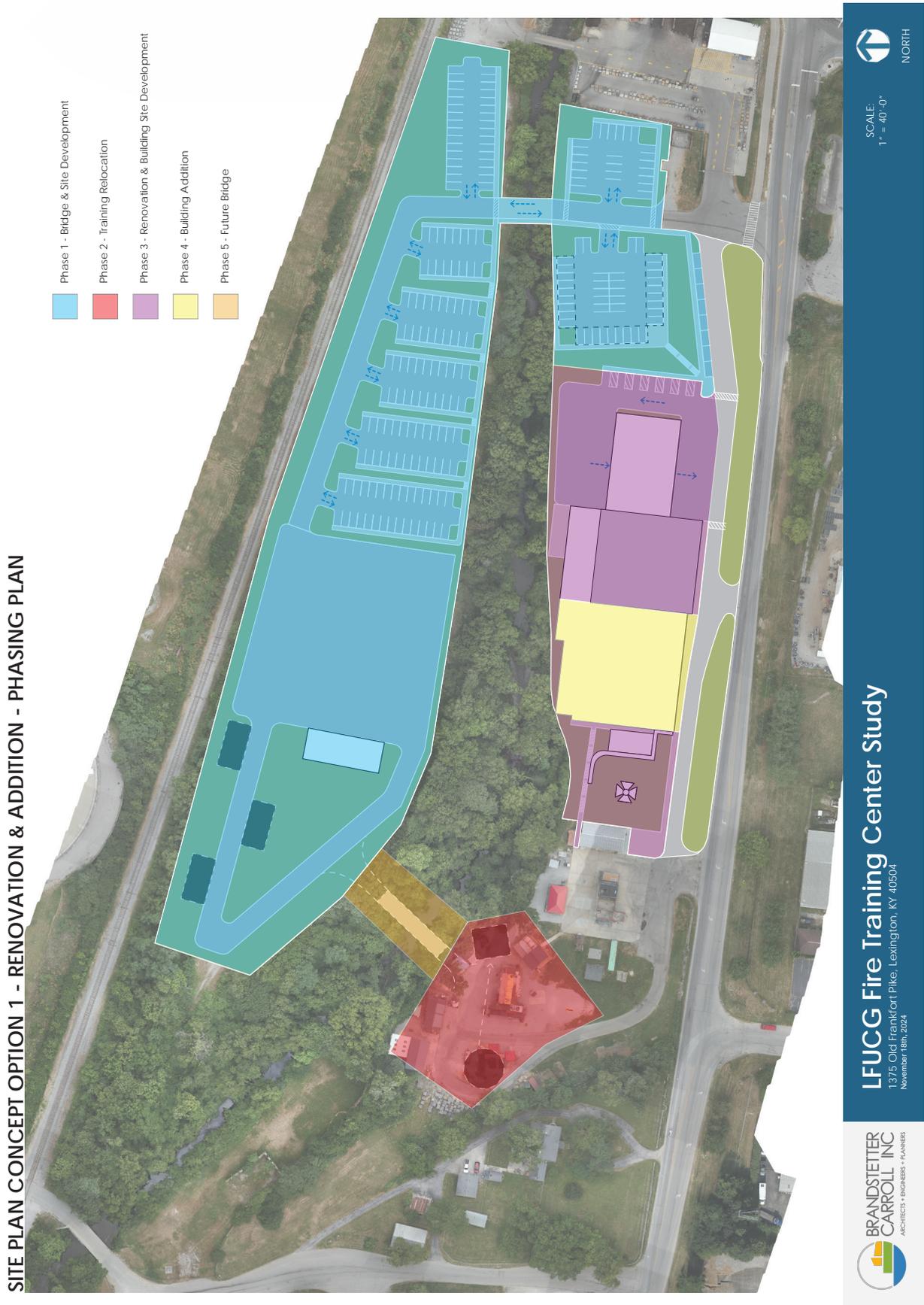
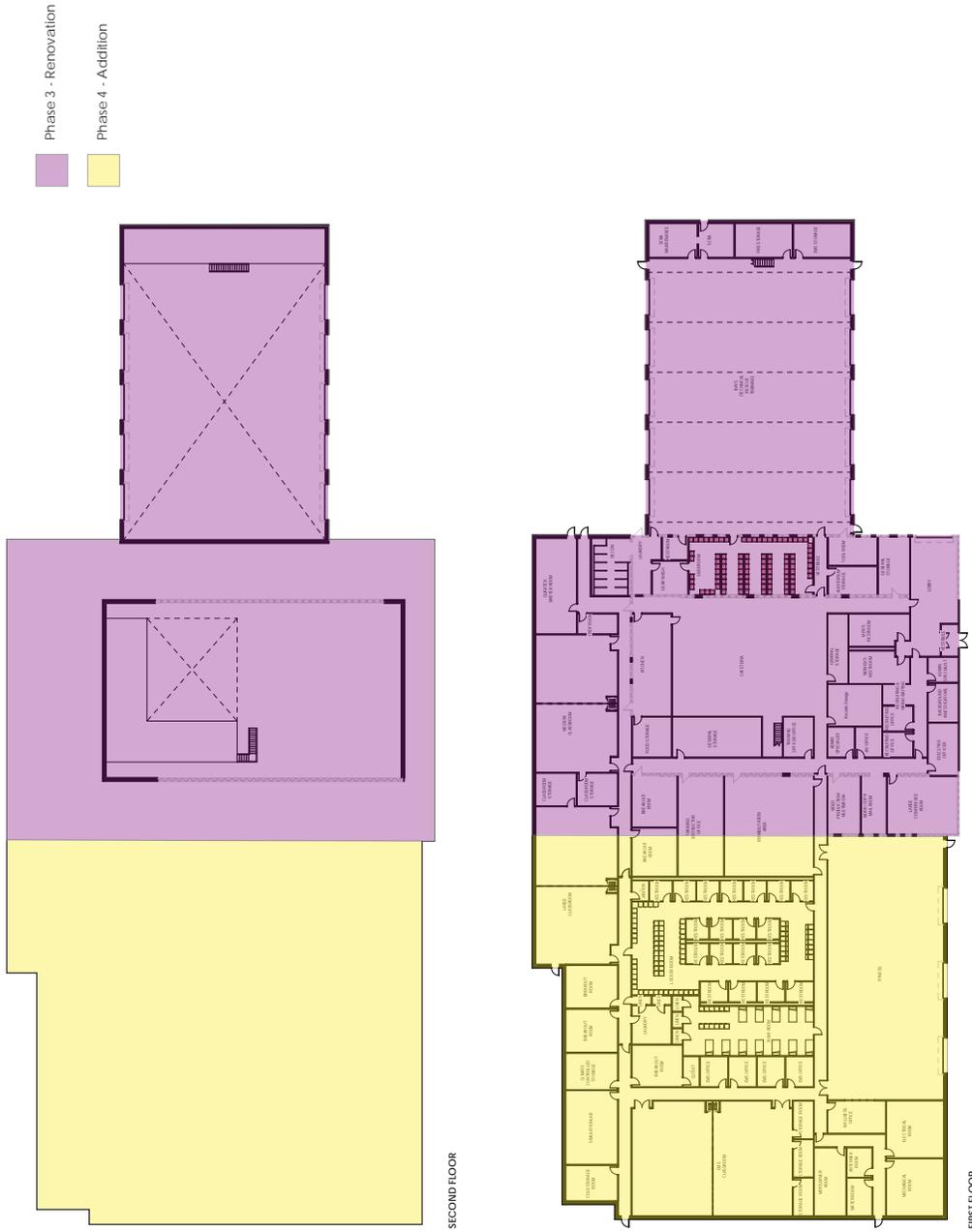


Figure D.26: Floor Plan Concept Option 1 - Renovation & Addition - Phasing Plan

FLOOR PLAN CONCEPT OPTION 1 - RENOVATION & ADDITION - PHASING PLAN



SCALE:  
1/16" = 1'-0"

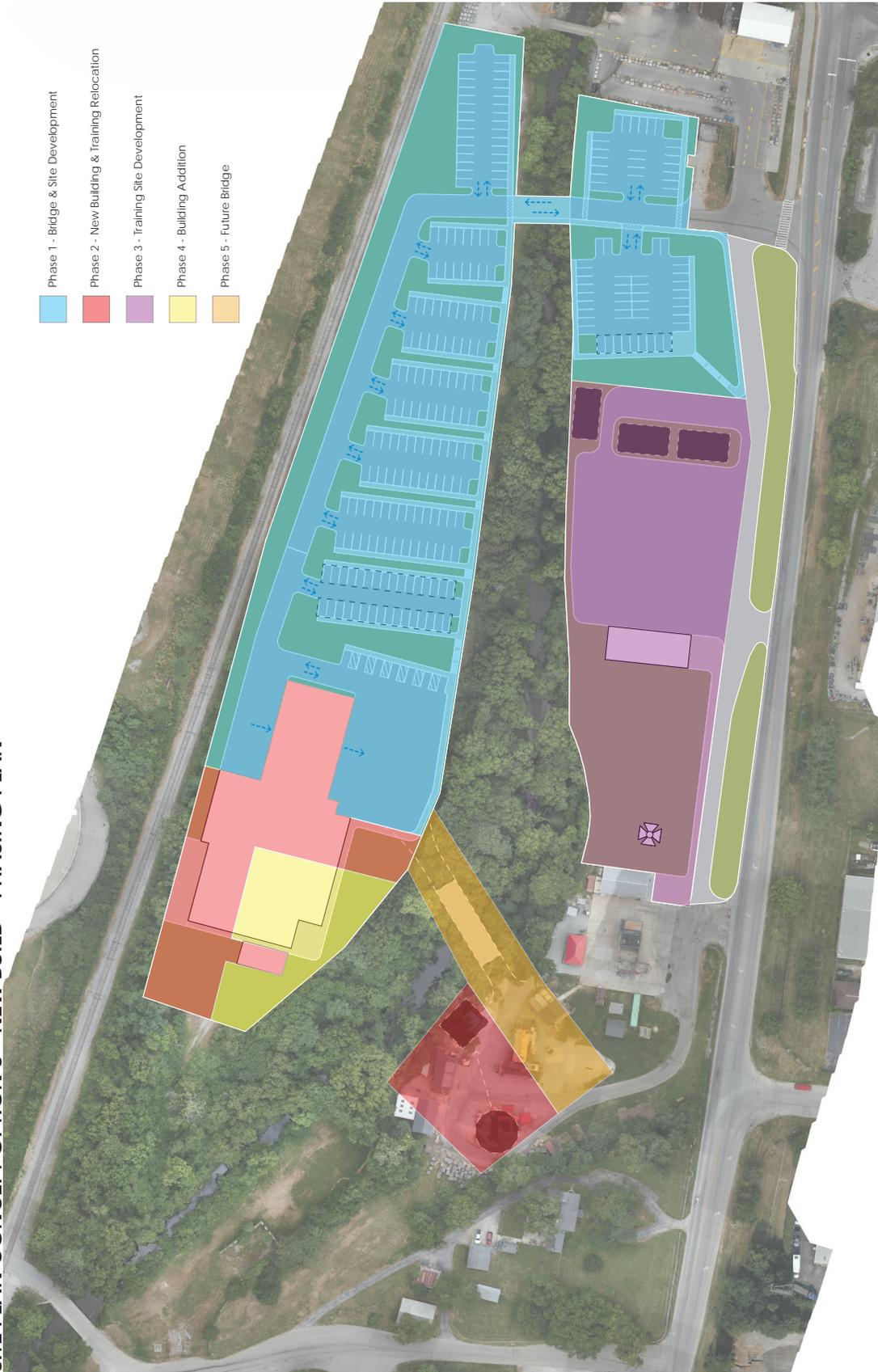
**LFUCG Fire Training Center Study**  
1375 Old Frankfort Pike, Lexington, KY 40504  
November 18th, 2024



Figure D.27: Site Plan Concept Option 3 - Phasing Plan

SITE PLAN CONCEPT OPTION 3 - NEW BUILD - PHASING PLAN

- Phase 1 - Bridge & Site Development
- Phase 2 - New Building & Training Relocation
- Phase 3 - Training Site Development
- Phase 4 - Building Addition
- Phase 5 - Future Bridge



SCALE:  
1" = 40'-0"

NORTH

**LFUGC Fire Training Center Study**  
1375 Old Frankfort Pike, Lexington, KY 40504  
November 18th, 2024





# APPENDIX E - OPINION OF COSTS

Table E.1: LFUCG Fire Training Center Study Site Plan Concept Option

DATE: October 14, 2024

SUMMARY:	TOTAL COST \$
EXTERIOR IMPROVEMENTS	3,158,965
SITE UTILITIES	354,800
<b>TOTAL DIRECT COST</b>	<b>3,513,765</b>
GENERAL REQUIREMENTS (10%)	351,377
G.C.'S FEE (4%)	154,606
DESIGN CONTINGENCY (10%)	401,975
ESCALATION (6%) - 2 Years	530,607
<b>TOTAL ESTIMATED COST</b>	<b>\$4,952,329</b>

## DIVISION 32 EXTERIOR IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>321213</b>	<b><u>ASPHALT PAVING</u></b>				
321213/010	Asphalt paving, heavy duty	2,300	SY	44.00	101,200
321213/010	Asphalt paving, apparatus	3,700	SY	44.00	162,800
321213/020	Asphalt paving	12,000	SY	36.00	432,000
					<b>696,000</b>
<b>321313</b>	<b><u>CONCRETE PAVING</u></b>				
321313/010	HD Concrete paving	58,630	SF	18.00	1,055,340
321313/020	Courtyard	1,500	SF	24.00	36,000
321313/030	Civic space	1,400	SF	30.00	42,000
					<b>1,133,340</b>
<b>323100</b>	<b><u>SITE IMPROVEMENTS</u></b>				
323100/010	Monumental sign base	1	EA	3,500.00	3,500
323100/020	Covered parking	4,400	SF	40.00	176,000
323100/030	Two lane bridge with pedestrian access	1,400	SF	750.00	1,050,000
					<b>1,229,500</b>
<b>329000</b>	<b><u>LANDSCAPING</u></b>				
329000/010	Trees	20	EA	950.00	19,000
329000/020	Shrubs	75	EA	175.00	13,125
329000/030	Landscaped beds	4,500	SF	8.00	36,000
329000/040	Seeding	4,000	SY	8.00	32,000
					<b>100,125</b>
	<b>EXTERIOR IMPROVEMENTS TOTAL</b>				<b>\$3,158,965</b>

**DIVISION 33 SITE UTILITIES**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>334000</b>	<b><u>SITE UTILITIES</u></b>				
334000/010	Domestic water & fire water	300	LF	75.00	22,500
334000/020	Fire hydrant	1	EA	2,300.00	2,300
334000/030	Water hook ups	3	EA	2,100.00	6,300
					<b>31,100</b>
<b>334100</b>	<b><u>STORMWATER</u></b>				
334100/010	Storm drains	2,100	LF	45.00	94,500
334100/020	Headwalls	6	EA	2,900.00	17,400
334100/030	Catch basin	8	EA	2,100.00	16,800
					<b>128,700</b>
<b>337000</b>	<b><u>SITE ELECTRICAL</u></b>				
337000/010	Underground electric	150	LF	350.00	52,500
337000/020	Pole lightings	20	EA	4,500.00	90,000
337000/030	Bollard lights	15	EA	3,500.00	52,500
					<b>195,000</b>
	<b>UTILITIES TOTAL</b>				<b>\$354,800</b>



Table E.2: LFUCG Fire Training Center Study New Facility

**GROSS SQ. FT.** 58,330 sf

**DATE:** October 20, 2024

<b>SUMMARY:</b>	<b>COST/SF \$/SF</b>	<b>TOTAL COST \$</b>
EXISTING CONDITIONS	3.29	191,640
SUBSTRUCTURE	23.99	1,399,450
SUPERSTRUCTURE	45.50	2,654,250
EXTERIOR ENCLOSURE	56.54	3,298,000
ROOFING	21.06	1,228,330
STAIRS AND CONVEYING	2.13	124,500
INTERIOR CONSTRUCTION	97.02	5,659,150
FIRE PROTECTION	7.50	437,475
PLUMBING	13.78	803,648
HVAC	56.49	3,294,950
ELECTRICAL	45.00	2,624,850
COMMUNICATIONS	6.00	349,980
SECURITY	10.00	583,300
<b>TOTAL DIRECT COST</b>	<b>\$388.30</b>	<b>22,649,523</b>
GENERAL REQUIREMENTS (8%)		1,811,962
G.C.'S FEE (5%)		1,223,074
DESIGN CONTINGENCY (15%)		3,852,684
ESCALATION (6%) - 2 Years		3,544,469
<b>TOTAL ESTIMATED COST</b>	<b>\$567.29</b>	<b>\$33,090,000</b>

**NOTES:**

Excludes  
 Emergency generator & UPS  
 Ri-fold doors

**SUBSTRUCTURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>033000</b>	<b>CONCRETE WORK</b>				
033000/010	Concrete slab on grade	38,550	SF	18.00	693,900
033000/020	Concrete grade beams	955	LF	200.00	191,000
033000/030	Concrete footings	20	EA	2,900.00	58,000
033000/040	Elevator pits	1	EA	15,000.00	15,000
					<b>957,900</b>
<b>316300</b>	<b>PILES AND CAISSONS</b>				
316300/010	Auger cast piles	38,550	SF	11.00	424,050
316300/020	Mobilization	1	LS	17,500.00	17,500
					<b>441,550</b>
	<b>SUBSTRUCTURE TOTAL</b>				<b>\$1,399,450</b>

**SUPERSTRUCTURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>033000</b>	<b>CONCRETE WORK</b>				
033000/010	Concrete suspended slabs	29,500	SF	15.00	442,500
					<b>442,500</b>
<b>051000</b>	<b>STRUCTURAL METAL FRAMING</b>				
051000/010	Structural steel framing	120	TONS	8,400.00	1,008,000
051000/020	Floor and roof joists	80	TONS	8,200.00	656,000
051000/030	Floor deck	29,500	SF	8.50	250,750
051000/040	Roof deck	9,000	SF	8.00	72,000
051000/050	Miscellaneous steel framing	25	TONS	9,000.00	225,000
					<b>2,211,750</b>
	<b>SUPERSTRUCTURE TOTAL</b>				<b>\$2,654,250</b>

**EXTERIOR ENCLOSURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>042113</b>	<b>BRICK MASONRY</b>				
042113/010	Facing brick	32,400	SF	70.00	2,268,000
042113/020	Brick details, sills, etc	1	LS	567,000.00	567,000
					<b>2,835,000</b>
<b>081113</b>	<b>HOLLOW METAL DOORS AND FRAMES</b>				
081110/010	Metal doors	17	EA	2,400.00	40,800
					<b>40,800</b>
<b>083300</b>	<b>SPECIAL DOORS</b>				
083300/010	Overhead doors, 14' x 14' (No Glass)	10	EA	12,400.00	124,000
					<b>124,000</b>
<b>084110</b>	<b>STOREFRONT SYSTEMS</b>				
084110/010	Aluminum framed windows	3,500	SF	75.00	262,500
084110/020	Aluminum storefront	300	SF	75.00	22,500
084110/030	Entrance doors, double	2	EA	6,600.00	13,200
					<b>298,200</b>
	<b>EXTERIOR ENCLOSURE TOTAL</b>				<b>\$3,298,000</b>

**ROOFING**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>074113</b>	<b>ROOFING</b>				
074113/010	Single ply membrane roofing, including flashing, fascia and access	38,500	SF	30.00	1,155,000
074113/020	Caulking and sealants	58,330	SF	1.00	58,330
074113/030	Canopies	1	LS	15000.00	15,000
					<b>1,228,330</b>
	<b>ROOFING TOTAL</b>				<b>\$1,228,330</b>

**STAIRS AND CONVEYING SYSTEMS**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>055100</b>	<b>METAL STAIRS</b>				
055100/010	Metal pan stairs with metal railings	2	FLT	13,500.00	27,000
055100/020	Mezzanine stair	1	FLT	7,500.00	7,500
					<b>34,500</b>
<b>142100</b>	<b>ELEVATORS</b>				
142100/010	Passenger elevator, 2 stop	1	EA	90,000.00	90,000
					<b>90,000</b>
	<b>STAIRS AND CONVEYING SYSTEMS TOTAL</b>				<b>\$124,500</b>

**INTERIOR CONSTRUCTION**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>099000</b>	<b>INTERIOR CONSTRUCTION</b>				
099000/010	Aministration	3,635	SF	80.00	290,800
099000/020	Apparatus Bay	14,600	SF	110.00	1,606,000
099000/030	Building Systems	2,315	SF	50.00	115,750
099000/040	Circulation	8,190	SF	40.00	327,600
099000/050	Fire Training	4,210	SF	70.00	294,700
099000/060	Fitness	6,190	SF	60.00	371,400
099000/070	Lobby	1,685	SF	120.00	202,200
099000/080	Training support	10,485	SF	140.00	1,467,900
099000/090	EMS training	7,020	SF	140.00	982,800
					<b>5,659,150</b>
	<b>INTERIOR CONSTRUCTION TOTAL</b>				<b>\$5,659,150</b>

**MECHANICAL - PLUMBING**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>221400</b>	<b><u>STORM DRAINAGE</u></b>				
221400/010	Storm drainage system	58,330	SF	1.50	87,495
					<b>87,495</b>
<b>221600</b>	<b><u>GAS PIPING</u></b>				
221600/010	Pipe & fittings	58,330	SF	0.75	43,748
					<b>43,748</b>
<b>221400</b>	<b><u>COMPRESSED AIR</u></b>				
221400/010	Pipe & fittings, air compressor, & hose reels	58,330	SF	0.50	29,165
					<b>29,165</b>
<b>223000</b>	<b><u>PLUMBING EQUIPMENT</u></b>				
223000/010	Water heater, pumps, backflow, etc	58,330	SF	1.50	87,495
					<b>87,495</b>
<b>224000</b>	<b><u>PLUMBING FIXTURES &amp; PIPING</u></b>				
224000/010	Water Closet	31	EA	5,900.00	182,900
224000/020	Lavatories	32	EA	5,900.00	188,800
224000/030	Urinals	6	EA	5,900.00	35,400
224000/040	Shower	23	EA	2,415.00	55,545
224000/050	Emergency station	1	EA	2,300.00	2,300
224000/070	Kitchen sink, with grease trap	1	EA	19,000.00	19,000
224000/040	Sinks	6	EA	5,900.00	35,400
224000/050	Mop sinks	2	EA	5,900.00	11,800
224000/060	Washer box	3	EA	400.00	1,200
224000/060	Water coolers	3	EA	7,800.00	23,400
					<b>555,745</b>
	<b>PLUMBING TOTAL</b>				<b>\$803,648</b>

**MECHANICAL - HVAC**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>238220</b>	<b><u>HVAC SYSTEM</u></b>				
238220/010	Training facility	46,630	SF	65.00	3,030,950
238220/020	Truck bays	11,700	SF	20.00	234,000
238220/030	Kitchen hood	1	EA	30,000.00	30,000
					<b>3,294,950</b>
	<b>HVAC TOTAL</b>				<b>\$3,294,950</b>



Table E.3: LFUCG Fire Training Center Study Renovation & Addition

**RENOVATION**                    16,000 sf  
**ADDITION**                      36,800 sf  
**GROSS SQ. FT.**                52,800 sf

**DATE:**    October 20, 2024

<b>SUMMARY:</b>	<b>COST/SF</b>	<b>TOTAL COST</b>
	<b>\$/SF</b>	<b>\$</b>
EXISTING CONDITIONS	2.42	127,760
SUBSTRUCTURE	26.55	1,401,700
SUPERSTRUCTURE	44.50	2,349,400
EXTERIOR ENCLOSURE	49.14	2,594,400
ROOFING	31.28	1,651,800
INTERIOR CONSTRUCTION	97.44	5,144,750
FIRE PROTECTION	7.50	396,000
PLUMBING	11.65	615,185
HVAC	56.79	2,998,500
ELECTRICAL	45.00	2,376,000
COMMUNICATIONS	6.00	316,800
SECURITY	10.00	528,000
<b>TOTAL DIRECT COST</b>	<b>\$388.26</b>	<b>20,500,295</b>
GENERAL REQUIREMENTS (8%)		1,640,024
G.C.'S FEE (5%)		1,107,016
DESIGN CONTINGENCY (15%)		3,487,100
ESCALATION (6%) - 2 Years		3,208,132
<b>TOTAL ESTIMATED COST</b>	<b>\$567.23</b>	<b>\$29,950,000</b>

**NOTES:**

Excludes  
                   Emergency generator & UPS  
                   Bi-fold doors

**SUBSTRUCTURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>033000</b>	<b><u>CONCRETE WORK</u></b>				
033000/010	Concrete slab on grade	36,800	SF	18.00	662,400
033000/020	Concrete grade beams	1,220	LF	200.00	244,000
033000/030	Concrete footings	20	EA	2,900.00	58,000
033000/040	Elevator pits	1	EA	15,000.00	15,000
					<b>979,400</b>
<b>316300</b>	<b><u>PILES AND CAISSONS</u></b>				
316300/010	Auger cast piles	36,800	SF	11.00	404,800
316300/020	Mobilization	1	LS	17,500.00	17,500
					<b>422,300</b>
	<b>SUBSTRUCTURE TOTAL</b>				<b>\$1,401,700</b>

**SUPERSTRUCTURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>051000</b>	<b><u>STRUCTURAL METAL FRAMING</u></b>				
051000/010	Structural steel framing	150	TONS	8,400.00	1,260,000
051000/020	Floor and roof joists	75	TONS	8,200.00	615,000
051000/030	Roof deck	36,800	SF	8.00	294,400
051000/040	Miscellaneous steel framing	20	TONS	9,000.00	180,000
					<b>2,349,400</b>
	<b>SUPERSTRUCTURE TOTAL</b>				<b>\$2,349,400</b>

**EXTERIOR ENCLOSURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>042113</b>	<b><u>BRICK MASONRY</u></b>				
042113/010	Facing brick	24,600	SF	70.00	1,722,000
042113/020	Brick details, sills, etc	1	LS	431,000.00	431,000
					<b>2,153,000</b>
<b>081113</b>	<b><u>HOLLOW METAL DOORS AND FRAMES</u></b>				
081110/010	Metal doors	8	EA	2,400.00	19,200
					<b>19,200</b>
<b>083300</b>	<b><u>SPECIAL DOORS</u></b>				
083300/010	Overhead doors, 14' x 14' (No Glass)	10	EA	12,400.00	124,000
					<b>124,000</b>
<b>084110</b>	<b><u>STOREFRONT SYSTEMS</u></b>				
084110/010	Aluminum framed windows	3,500	SF	75.00	262,500
084110/020	Aluminum storefront	300	SF	75.00	22,500
084110/030	Entrance doors, double	2	EA	6,600.00	13,200
					<b>298,200</b>
	<b>EXTERIOR ENCLOSURE TOTAL</b>				<b>\$2,594,400</b>

**ROOFING**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>074113</b>	<b><u>ROOFING</u></b>				
074113/010	Single ply membrane roofing, including flashing, fascia and access	36,800	SF	30.00	1,104,000
074113/020	Replace roofing	16,000	SF	30.00	480,000
074113/030	Caulking and sealants	52,800	SF	1.00	52,800
074113/040	Canopies	1	LS	15,000.00	15,000
					<b>1,651,800</b>
	<b>ROOFING TOTAL</b>				<b>\$1,651,800</b>



**INTERIOR CONSTRUCTION**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>099000</b>	<b><u>INTERIOR CONSTRUCTION</u></b>				
099000/010	Aministration	3,545	SF	80.00	283,600
099000/020	Apparatus Bay	12,820	SF	110.00	1,410,200
099000/030	Building Systems	1,830	SF	50.00	91,500
099000/040	Circulation	6,495	SF	40.00	259,800
099000/050	Fire Training	4,315	SF	70.00	302,050
099000/060	Fitness	6,275	SF	60.00	376,500
099000/070	Lobby	1,585	SF	120.00	190,200
099000/080	Training support	9,165	SF	140.00	1,283,100
099000/090	EMS training	6,770	SF	140.00	947,800
					<b>5,144,750</b>
	<b>INTERIOR CONSTRUCTION TOTAL</b>				<b>\$5,144,750</b>

**MECHANICAL - PLUMBING**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>221400</b>	<b><u>STORM DRAINAGE</u></b>				
221400/010	Storm drainage system	52,800	SF	1.50	79,200
					<b>79,200</b>
<b>221600</b>	<b><u>GAS PIPING</u></b>				
221600/010	Pipe & fittings	52,800	SF	0.75	39,600
					<b>39,600</b>
<b>221400</b>	<b><u>COMPRESSED AIR</u></b>				
221400/010	Pipe & fittings, air compressor, & hose reels	52,800	SF	0.50	26,400
					<b>26,400</b>
<b>223000</b>	<b><u>PLUMBING EQUIPMENT</u></b>				
223000/010	Water heater, pumps, backflow, etc	52,800	SF	1.50	79,200
					<b>79,200</b>
<b>224000</b>	<b><u>PLUMBING FIXTURES &amp; PIPING</u></b>				
224000/010	Water Closet	20	EA	5,900.00	118,000
224000/020	Lavatories	20	EA	5,900.00	118,000
224000/030	Urinals	6	EA	5,900.00	35,400
224000/040	Shower	19	EA	2,415.00	45,885
224000/050	Emergency station	1	EA	2,300.00	2,300
224000/070	Kitchen sink, with grease trap	1	EA	19,000.00	19,000
224000/040	Sinks	4	EA	5,900.00	23,600
224000/050	Mop sinks	2	EA	5,900.00	11,800
224000/060	Washer box	3	EA	400.00	1,200
224000/060	Water coolers	2	EA	7,800.00	15,600
					<b>390,785</b>
	<b>PLUMBING TOTAL</b>				<b>\$615,185</b>

**MECHANICAL - HVAC**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>238220</b>	<b><u>HVAC SYSTEM</u></b>				
238220/010	Training facility	42,500	SF	65.00	2,762,500
238220/020	Truck bays	10,300	SF	20.00	206,000
238220/030	Kitchen hood	1	EA	30,000.00	30,000
					<b>2,998,500</b>
	<b>HVAC TOTAL</b>				<b>\$2,998,500</b>



Table E.4: LFUCG Fire Training Center Study Preliminary Opinion of Probable Cost - Station 13

PRELIMINARY OPINION OF PROBABLE PROJECT COST - STATION 13						
LFUCG FIRE TRAINING CENTER / STATION 13						
LEXINGTON, KENTUCKY						
PROJECT NO. 18158 / 39-2018						
						March 27, 2019
	Quantity	Unit	Cost	Total	Subtotal	
<b>Construction Cost - Architectural and Structural</b>						<b>\$2,810,600</b>
"Dirty" Areas	7,072	S.F.	\$150	\$1,060,800		
"Clean" Areas	8,749	S.F.	\$200	\$1,749,800		
<b>Construction Cost - Building Systems</b>						<b>\$996,723</b>
Fire Protection Construction	15,821	S.F.	\$4	\$63,284		
Plumbing Construction	15,821	S.F.	\$10	\$158,210		
HVAC Construction	15,821	S.F.	\$22	\$348,062		
Electrical Construction	15,821	S.F.	\$24	\$379,704		
Safety and Security	15,821	S.F.	\$3	\$47,463		
<b>Construction Cost - Site Development</b>						<b>\$280,000</b>
Earthwork (Demolition, Topsoil, Landscape, Erosion Control)	1	L.S.	\$85,000	\$85,000		
Pavements (Curbs, Concrete Walks, Asphalt, Concrete Pavement)	1	L.S.	\$75,000	\$75,000		
Site Amenities (Fence, Gates, Dumpster Area, Bollards)	1	L.S.	\$10,000	\$10,000		
Utilities (Electric, Phone, Cable, Water, Gas)	1	L.S.	\$60,000	\$60,000		
Storm Water Management (Headwalls, Piping, Basins, Manholes, Water Quality, Overflow Structures)	1	L.S.	\$25,000	\$25,000		
Sanitary Sewer (Piping, Manholes, Grease Trap, Cleanouts)	1	L.S.	\$25,000	\$25,000		
<b>TOTAL CONSTRUCTION COST</b>						<b>\$4,087,323</b>
<b>COST PER SQUARE FOOT (Rounded)</b>						<b>\$258.35</b>
<b>Contingency and Soft Costs</b>						<b>\$486,113</b>
Furniture, Fixtures, & Equipment (FF&E) Cost (Estimate)	1	@	\$200,000	\$200,000		
Rock and Soil Contingency (% of Estimated Construction Cost)	1	@	2%	\$81,746		
Construction Contingency (% of Estimated Construction Cost)	1	@	5%	\$204,366		
<b>Owner Costs and Architect/Engineering</b>						<b>\$417,859</b>
Plan Review Fees (Estimate & May Be Waived)	1	L.S.	\$5,000	\$5,000		
Architect / Engineer Fees (% of Construction)	1	@	8%	\$326,986		
Commissioning	1	@	1%	\$40,873		
Administrative and Legal Fees	1	L.S.	\$10,000	\$10,000		
Special Inspections (Estimate)	1	L.S.	\$35,000	\$35,000		
<b>TOTAL PROJECT COST</b>						<b>\$4,991,295</b>

	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>	<u>Subtotal</u>
<b>Operation and Maintenance Costs</b>					
Preventative Maintenance	15,821	S.F.	\$1.50	\$23,732	
Supplies	15,821	S.F.	\$0.50	\$7,911	
Site Related Maintenance	2.50	acre	\$2,500	\$6,250	
Utilities	15,821	S.F.	\$1	\$15,821	
<b>TOTAL OPERATION AND MAINTENANCE COST</b>					<b>\$53,713</b>

Notes

1. Contingency will be reduced as project development continues



Table E.5: LFUCG Fire Training Center Study Preliminary Opinion of Probable Cost - Training Center

PRELIMINARY OPINION OF PROBABLE PROJECT COST - TRAINING CENTER						
LFUCG FIRE TRAINING CENTER / STATION 13						
LEXINGTON, KENTUCKY						
PROJECT NO. 18158 / 39-2018						
						March 27, 2019
		<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>	<u>Subtotal</u>
<b>Construction Cost - Architectural and Structural</b>						<b>\$12,238,980</b>
"Dirty" Areas		13,585	S.F.	\$225	\$3,056,625	
"Clean" Areas		29,621	S.F.	\$310	\$9,182,355	
<b>Construction Cost - Building Systems</b>						<b>\$2,721,978</b>
Fire Protection Construction		43,206	S.F.	\$4	\$172,824	
Plumbing Construction		43,206	S.F.	\$10	\$432,060	
HVAC Construction		43,206	S.F.	\$22	\$950,532	
Electrical Construction		43,206	S.F.	\$24	\$1,036,944	
Safety and Security		43,206	S.F.	\$3	\$129,618	
<b>Construction Cost - Site Development</b>						<b>\$295,000</b>
Earthwork (Demolition, Topsoil, Landscape, Erosion Control)		1	L.S.	\$85,000	\$85,000	
Pavements (Curbs, Concrete Walks, Asphalt, Concrete Pavement)		1	L.S.	\$65,000	\$65,000	
Site Amenities (Fence, Gates, Dumpster Area, Material Bins, Wash Bay, Bollards)		1	L.S.	\$10,000	\$10,000	
Utilities (Electric, Phone, Cable, Water, Gas)		1	L.S.	\$75,000	\$75,000	
Storm Water Management (Headwalls, Piping, Basins, Manholes, Water Quality, Overflow Structures)		1	L.S.	\$25,000	\$25,000	
Sanitary Sewer (Piping, Manholes, Grease Trap, Cleanouts)		1	L.S.	\$35,000	\$35,000	
<b>TOTAL CONSTRUCTION COST</b>						<b>\$15,255,958</b>
<b>COST PER SQUARE FOOT (Rounded)</b>						<b>\$353.10</b>
<b>Contingency and Soft Costs</b>						<b>\$1,367,917</b>
Furniture, Fixtures, & Equipment (FF&E) Cost (Estimate)		1	@	\$300,000	\$300,000	
Rock and Soil Contingency (% of Estimated Construction Cost)		1	@	2%	\$305,119	
Construction Contingency (% of Estimated Construction Cost)		1	@	5%	\$762,798	

	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>	<u>Subtotal</u>
<b>Owner Costs and Architect/Engineering</b>					<b>\$1,438,036</b>
Plan Review Fees (Estimate & May Be Waived)	1	L.S.	\$5,000	\$5,000	
Architect / Engineer Fees (% of Construction)	1	@	8%	\$1,220,477	
Commissioning	1	@	1%	\$152,560	
Administrative and Legal Fees	1	L.S.	\$10,000	\$10,000	
Special Inspections (Estimate)	1	L.S.	\$50,000	\$50,000	
<b>TOTAL PROJECT COST</b>					<b>\$18,061,911</b>

Notes

1. Contingency will be reduced as project development continues

<b>Operation and Maintenance Costs</b>					
Preventative Maintenance	43,206	S.F.	\$1.50	\$64,809	
Supplies	43,206	S.F.	\$0.50	\$21,603	
Site Related Maintenance	3.00	acre	\$2,500	\$7,500	
Utilities	43,206	S.F.	\$1	\$43,206	



Table E.6: LFUCG Fire Training Center Study Preliminary Opinion of Probable Cost - Training Center Renovation

PRELIMINARY OPINION OF PROBABLE PROJECT COST - TRAINING CENTER RENOVATION						
LFUCG FIRE TRAINING CENTER / STATION 13						
LEXINGTON, KENTUCKY						
PROJECT NO. 18158 / 39-2018						
						March 27, 2019
	Quantity	Unit	Cost	Total	Subtotal	
<b>Construction Cost - Architectural and Structural</b>						<b>\$11,534,325</b>
"Dirty" Areas	13,585	S.F.	\$225	\$3,056,625		
"Clean" Areas	21,394	S.F.	\$310	\$6,632,140		
"Clean" Areas Renovation	8,227	S.F.	\$180	\$1,480,860		
Selective Demolition	7,294	S.F.	\$50	\$364,700		
<b>Construction Cost - Building Systems</b>						<b>\$2,796,021</b>
Fire Protection Construction	34,979	S.F.	\$4	\$139,916		
Fire Protection Construction Renovation	8,227	S.F.	\$5	\$41,135		
Plumbing Construction	34,979	S.F.	\$10	\$349,790		
Plumbing Construction Renovation	8,227	S.F.	\$12	\$98,724		
HVAC Construction	34,979	S.F.	\$22	\$769,538		
HVAC Construction Renovation	8,227	S.F.	\$24	\$197,448		
Electrical Construction	34,979	S.F.	\$24	\$839,496		
Electrical Construction Renovation	8,227	S.F.	\$26	\$213,902		
Safety and Security	34,979	S.F.	\$3	\$104,937		
Safety and Security Renovation	8,227	S.F.	\$5	\$41,135		
<b>Construction Cost - Site Development</b>						<b>\$295,000</b>
Earthwork (Demolition, Topsoil, Landscape, Erosion Control)	1	L.S.	\$85,000	\$85,000		
Pavements (Curbs, Concrete Walks, Asphalt, Concrete Pavement)	1	L.S.	\$65,000	\$65,000		
Site Amenities (Fence, Gates, Dumpster Area, Material Bins, Wash Bay, Bollards)	1	L.S.	\$10,000	\$10,000		
Utilities (Electric, Phone, Cable, Water, Gas)	1	L.S.	\$75,000	\$75,000		
Storm Water Management (Headwalls, Piping, Basins, Manholes, Water Quality, Overflow Structures)	1	L.S.	\$25,000	\$25,000		
Sanitary Sewer (Piping, Manholes, Grease Trap, Cleanouts)	1	L.S.	\$35,000	\$35,000		
<b>TOTAL CONSTRUCTION COST</b>						<b>\$14,625,346</b>
<b>COST PER SQUARE FOOT (Rounded)</b>						<b>\$338.50</b>

	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>	<u>Subtotal</u>
<b>Contingency and Soft Costs</b>					<b>\$2,055,042</b>
Furniture, Fixtures, & Equipment (FF&E) Cost (Estimate)	1	@	\$300,000	\$300,000	
Rock and Soil Contingency (% of Estimated Construction Cost)	1	@	2%	\$292,507	
Construction Contingency (% of Estimated Construction Cost)	1	@	10%	\$1,462,535	
<b>Owner Costs and Architect/Engineering</b>					<b>\$1,381,281</b>
Plan Review Fees (Estimate & May Be Waived)	1	L.S.	\$5,000	\$5,000	
Architect / Engineer Fees (% of Construction)	1	@	8%	\$1,170,028	
Commissioning	1	@	1%	\$146,253	
Administrative and Legal Fees	1	L.S.	\$10,000	\$10,000	
Special Inspections (Estimate)	1	L.S.	\$50,000	\$50,000	
<b>TOTAL PROJECT COST</b>					<b>\$18,061,669</b>

Notes

1. Contingency will be reduced as project development continues

<b>Operation and Maintenance Costs</b>					
Preventative Maintenance	43,206	S.F.	\$1.50	\$64,809	
Supplies	43,206	S.F.	\$0.50	\$21,603	
Site Related Maintenance	3.00	acre	\$2,500	\$7,500	
Utilities	43,206	S.F.	\$1	\$43,206	
<b>TOTAL OPERATION AND MAINTENANCE COST</b>					<b>\$137,118</b>

Table E.7: LFUCG Fire Training Center Study Preliminary Opinion of Probable Cost - Maintenance Facility

PRELIMINARY OPINION OF PROBABLE PROJECT COST - MAINTENANCE FACILITY						
LFUCG FIRE TRAINING CENTER / STATION 13						
LEXINGTON, KENTUCKY						
PROJECT NO. 18158 / 39-2018						
						March 27, 2019
	Quantity	Unit	Cost	Total	Subtotal	
<b>Construction Cost - Architectural and Structural</b>						<b>\$5,362,800</b>
Metal Building Structure	28,824	S.F.	\$150	\$4,323,600		
Office Structure	5,196	S.F.	\$200	\$1,039,200		
<b>Construction Cost - Building Systems</b>						<b>\$1,871,100</b>
Fire Protection Construction	34,020	S.F.	\$4	\$136,080		
Plumbing Construction	34,020	S.F.	\$10	\$340,200		
HVAC Construction	34,020	S.F.	\$18	\$612,360		
Electrical Construction	34,020	S.F.	\$20	\$680,400		
Safety and Security	34,020	S.F.	\$3	\$102,060		
<b>Construction Cost - Site Development</b>						<b>\$250,000</b>
Earthwork (Demolition, Topsoil, Landscape, Erosion Control)	1	L.S.	\$75,000	\$75,000		
Pavements (Curbs, Concrete Walks, Asphalt, Concrete Pavement)	1	L.S.	\$50,000	\$50,000		
Site Amenities (Fence, Gates, Dumpster Area, Wash Bay, Bollards)	1	L.S.	\$25,000	\$25,000		
Utilities (Electric, Phone, Cable, Water, Gas)	1	L.S.	\$50,000	\$50,000		
Storm Water Management (Headwalls, Piping, Basins, Manholes, Water Quality, Overflow Structures)	1	L.S.	\$25,000	\$25,000		
Sanitary Sewer (Piping, Manholes, Grease Trap, Cleanouts)	1	L.S.	\$25,000	\$25,000		
<b>TOTAL CONSTRUCTION COST</b>						<b>\$7,483,900</b>
<b>COST PER SQUARE FOOT (Rounded)</b>						<b>\$219.99</b>
<b>Contingency and Soft Costs</b>						<b>\$548,873</b>
Furniture, Fixtures, & Equipment (FF&E) Cost (Estimate)	1	@	\$25,000	\$25,000		
Rock and Soil Contingency (% of Estimated Construction Cost)	1	@	2%	\$149,678		
Construction Contingency (% of Estimated Construction Cost)	1	@	5%	\$374,195		

	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>	<u>Subtotal</u>
<b>Owner Costs and Architect/Engineering</b>					<b>\$708,551</b>
Plan Review Fees (Estimate & May Be Waived)	1	L.S.	\$5,000	\$5,000	
Architect / Engineer Fees (% of Construction)	1	@	8%	\$598,712	
Commissioning	1	@	1%	\$74,839	
Administrative and Legal Fees	1	L.S.	\$10,000	\$10,000	
Special Inspections (Estimate)	1	L.S.	\$20,000	\$20,000	
<b>TOTAL PROJECT COST</b>					<b>\$8,741,324</b>

Notes

1. Contingency will be reduced as project development continues

<b>Operation and Maintenance Costs</b>					
Preventative Maintenance	34,020	S.F.	\$1.50	\$51,030	
Supplies	34,020	S.F.	\$0.50	\$17,010	
Site Related Maintenance	4.00	acre	\$2,500	\$10,000	
Utilities	34,020	S.F.	\$1	\$34,020	
<b>TOTAL OPERATION AND MAINTENANCE COSTS</b>					<b>\$112,060</b>

Table E.8: LFUCG Fire Training Center Study Preliminary Opinion of Probable Cost - Outdoor Training Areas

PRELIMINARY OPINION OF PROBABLE PROJECT COST - OUTDOOR TRAINING AREAS						
LFUCG FIRE TRAINING CENTER / STATION 13						
LEXINGTON, KENTUCKY						
PROJECT NO. 18158 / 39-2018						
						March 27, 2019
		Quantity	Unit	Cost	Total	Subtotal
<b>Construction Cost - Site Amenities</b>						<b>\$1,607,000</b>
Emergency Vehicle Operations Course		1	L.S.	\$900,000	\$900,000	
Storage Building		4,200	S.F.	\$85	\$357,000	
Drill Tower (Existing) - Minor Repairs (If Relocated, cost will be an additional \$1,000,000)		1	L.S.	\$20,000	\$20,000	
Live Fire Training Structure (Existing House)		1	L.S.	\$0	\$0	
Live Fire Training Structure (Class A and B Areas)		1	L.S.	\$25,000	\$25,000	
Technical Rescue (Area)		1	L.S.	\$10,000	\$10,000	
Rail Incident Training (Relocate Existing Rail & Car)		1	L.S.	\$75,000	\$75,000	
Fire Behavior Lab (Area)		1	L.S.	\$10,000	\$10,000	
Rapid Intervention Crew (Area)		1	L.S.	\$10,000	\$10,000	
Drafting Pit (Underground Pit)		1	L.S.	\$200,000	\$200,000	
<b>Construction Cost - Site Structures</b>						<b>\$666,500</b>
Outdoor Classrooms		1,900	S.F.	\$85	\$161,500	
Restroom Facilities		1,540	S.F.	\$150	\$231,000	
Rehabilitation Areas		800	S.F.	\$50	\$40,000	
Hazardous Containment Area		1,560	S.F.	\$150	\$234,000	
<b>Construction Cost - Site Development</b>						<b>\$1,235,000</b>
Earthwork (Demolition, Topsoil, Landscape, Erosion Control)		1	L.S.	\$275,000	\$275,000	
Pavements (Curbs, Concrete Walks, Asphalt, Concrete Pavement)		1	L.S.	\$350,000	\$350,000	
Site Amenities (Fence, Gates, Dumpster Areas, Water Filtration and Reclamation, Bollards)		1	L.S.	\$225,000	\$225,000	
Utilities (Electric, Phone, Cable, Water, Water Distribution (Hydrants), Gas)		1	L.S.	\$125,000	\$125,000	
Storm Water Management (Headwalls, Piping, Basins, Manholes, Water Quality, Overflow Structures)		1	L.S.	\$235,000	\$235,000	
Sanitary Sewer (Piping, Manholes, Grease Trap, Cleanouts)		1	L.S.	\$25,000	\$25,000	
<b>TOTAL CONSTRUCTION COST</b>						<b>\$3,508,500</b>
<b>COST PER SQUARE FOOT (Rounded)</b>						<b>\$350.85</b>

		Quantity	Unit	Cost	Total	Subtotal
<b>Contingency and Soft Costs</b>						<b>\$570,595</b>
	Furniture, Fixtures, & Equipment (FF&E) Cost (Estimate)	1	@	\$150,000	\$150,000	
	Abatement Allowance	1	@	\$75,000	\$75,000	
	Bridge Repair Allowance	1	@	\$100,000	\$100,000	
	Rock and Soil Contingency (% of Estimated Construction Cost)	1	@	2%	\$70,170	
	Construction Contingency (% of Estimated Construction Cost)	1	@	5%	\$175,425	
<b>Owner Costs and Architect/Engineering</b>						<b>\$415,680</b>
	Architect / Engineer Fees (% of Construction)	1	@	8%	\$280,680	
	Phase 2 Geotechnical Engineering Fees (Estimate)	1	L.S.	\$25,000	\$25,000	
	Administrative Legal Fees	1	L.S.	\$10,000	\$10,000	
	Plan Review Fees (Estimate & May Be Waived)	1	L.S.	\$15,000	\$15,000	
	Special Inspections (Estimate)	1	L.S.	\$85,000	\$85,000	
<b>TOTAL PROJECT COST</b>						<b>\$4,494,775</b>

Notes

1. Contingency will be reduced as project development continues
2. Bridge Repair Allowance was given to Consultant Team by City per Structural Assessment Report

<b>Operation and Maintenance Costs</b>						
	Preventative Maintenance	10,000	S.F.	\$0.95	\$9,500	
	Supplies	10,000	S.F.	\$0.50	\$5,000	
	Site Related Maintenance	10.50	acre	\$2,500	\$26,250	
	Utilities	10,000	S.F.	\$0.75	\$7,500	
<b>TOTAL OPERATION AND MAINTENANCE COST</b>						<b>\$48,250</b>



Table E.9: LFUCG Fire Training Center Study Preliminary Opinion of Probable Cost - Components

PRELIMINARY OPINION OF PROBABLE PROJECT COST - COMPONENTS						
LFUCG FIRE TRAINING CENTER / STATION 13						
LEXINGTON, KENTUCKY						
PROJECT NO. 18158 / 39-2018						
			March 27, 2019			
SPACE DESCRIPTION	NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)	COST	
<b>Fire Station 13</b>						
<b>1.00</b>	<b>Dirty Areas</b>					
1.01	Apparatus Bay	Trench Drains / Bi-Fold Doors / Fans	1	1,400	1,400	\$280,000
<b>2.00</b>	<b>Clean Areas</b>					
2.01	Office	Desk/File Cabinet/ Book Case	1	150	150	\$30,000
<b>Training Center</b>						
<b>1.00</b>	<b>Dirty Areas</b>					
1.01	Apparatus Bay	Trench Drains / Bi-Fold Doors / Fans	1	1,400	1,400	\$350,000
1.02	Small Classrooms	A/V / Monitors/ Markerboards	1	800	800	\$200,000
1.03	Large Classrooms	A/V / Monitors/ Markerboards / Air Walls for Division	1	1,500	1,500	\$375,000
1.04	Small Labs	A/V / Monitors/ Markerboards	1	300	300	\$75,000
1.05	Large Labs	A/V / Monitors/ Markerboards / Air Walls for Division	1	750	750	\$187,500
1.06	Natatorium	Includes Filter Room / Chemical Storage / Storage / Pool	1	5,960	5,960	\$1,490,000
<b>2.00</b>	<b>Clean Areas</b>					
2.01	Office	Desk/File Cabinet/ Book Case	1	200	200	\$50,000
2.02	Auditorium	Air Walls for Dividing Space into multiple rooms / 400 People / A/V / Stage / Screens / Monitors / Projectors / Acoustical Panels	1	8,000	8,000	\$2,000,000
2.03	Small Classrooms	A/V / Monitors/ Markerboards	1	850	850	\$212,500
2.04	Large Classrooms	A/V / Monitors/ Markerboards / Air Walls for Division	1	1,500	1,500	\$375,000
<b>Maintenance Facility</b>						
<b>1.00</b>	<b>Maintenance Areas</b>					
1.01	Apparatus Bay	Trench Drains / Bi-Fold Doors / Fans	1	1,400	1,400	\$350,000
<b>2.00</b>	<b>Administration Areas</b>					
2.01	Training Room	Tables and Chairs	1	500	500	\$125,000
2.02	Office	Desk/ File Cabinet	1	200	200	\$50,000

SPACE DESCRIPTION		NOTES	QTY	PROGRAM NET (EACH)	PROGRAM NET (TOTAL)	COST
<b>Outdoor Training</b>						
<b>1.00</b>	<b>Site Amenities</b>					
1.01	Drafting Pit	Pump / Ladder / Hose Testing / Bleacher Area	1	1,500	1,500	\$200,000
1.02	Live Fire Training Structure	Class A & B	1	2,500	2,500	\$25,000
1.03	Storage Building	Portable Equipment / Vehicles / Props	1	1,400	1,400	\$119,000
<b>2.00</b>	<b>Site Structures</b>					
2.01	Outdoor Classrooms		1	650	650	\$55,250
2.02	Restroom Facilities	w/ 6 Showers	1	500	500	\$75,000
2.03	Uni-Sex Restroom	w/ Shower	1	90	90	\$13,500
2.04	Storage		1	100	100	\$8,500
2.05	Safety Monitoring and Control Areas	Various Areas around the Site	1	50	50	\$4,250
2.06	Rehabilitation Areas		1	400	400	\$20,000
2.07	Decontamination Area	Showers / Sinks / Eye Wash	1	200	200	\$30,000
2.08	Hazardous Containment Room		1	400	400	\$60,000
2.09	Laundry / Turnout Gear Extractor		1	100	100	\$15,000



Table E.10: LFUCG Fire Training Center Study New Facility

GROSS SQ. FT. 68,730 sf

DATE: October 20, 2024

SUMMARY:	COST/SF \$/SF	TOTAL COST \$
SUBSTRUCTURE	20.36	1,399,450
SUPERSTRUCTURE	68.71	4,722,250
EXTERIOR ENCLOSURE	47.98	3,298,000
ROOFING	18.02	1,238,730
STAIRS AND CONVEYING	1.81	124,500
INTERIOR CONSTRUCTION	86.94	5,975,150
FIRE PROTECTION	7.50	515,475
PLUMBING	12.34	847,848
HVAC	50.72	3,485,950
ELECTRICAL	54.47	3,743,800
COMMUNICATIONS	6.00	412,380
SECURITY	10.00	687,300
EXTERIOR IMPROVEMENTS	117.72	8,090,825
SITE UTILITIES	10.31	708,800
<b>TOTAL DIRECT COST</b>	<b>\$512.88</b>	<b>35,250,458</b>
GENERAL REQUIREMENTS (8%)		2,820,037
G.C.'S FEE (5%)		1,903,525
DESIGN CONTINGENCY (15%)		5,996,103
PHASING (5%)		2,298,506
<b>TOTAL ESTIMATED COST</b>	<b>\$702.31</b>	<b>\$48,270,000</b>

**SUBSTRUCTURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>033000</b>	<b>CONCRETE WORK</b>				
033000/010	Concrete slab on grade	38,550	SF	18.00	693,900
033000/020	Concrete grade beams	955	LF	200.00	191,000
033000/030	Concrete footings	20	EA	2,900.00	58,000
033000/040	Elevator pits	1	EA	15,000.00	15,000
					<b>957,900</b>
<b>316300</b>	<b>PILES AND CAISSONS</b>				
316300/010	Auger cast piles	38,550	SF	11.00	424,050
316300/020	Mobilization	1	LS	17,500.00	17,500
					<b>441,550</b>
	<b>SUBSTRUCTURE TOTAL</b>				<b>\$1,399,450</b>

**SUPERSTRUCTURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>033000</b>	<b>CONCRETE WORK</b>				
033000/010	Concrete suspended slabs	29,500	SF	15.00	442,500
033000/020	Concrete storm structure	4,200	SF	35.00	147,000
					<b>589,500</b>
<b>051000</b>	<b>STRUCTURAL METAL FRAMING</b>				
051000/010	Structural steel framing	275	TONS	8,400.00	2,310,000
051000/020	Floor and roof joists	120	TONS	8,200.00	984,000
051000/030	Floor deck	29,500	SF	8.50	250,750
051000/040	Roof deck	28,500	SF	8.00	228,000
051000/050	Miscellaneous steel framing	40	TONS	9,000.00	360,000
					<b>4,132,750</b>
	<b>SUPERSTRUCTURE TOTAL</b>				<b>\$4,722,250</b>

**EXTERIOR ENCLOSURE**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>042113</b>	<b>BRICK MASONRY</b>				
042113/010	Facing brick	32,400	SF	70.00	2,268,000
042113/020	Brick details, sills, etc	1	LS	567,000.00	567,000
					<b>2,835,000</b>
<b>081113</b>	<b>HOLLOW METAL DOORS AND FRAMES</b>				
081110/010	Metal doors	17	EA	2,400.00	40,800
					<b>40,800</b>
<b>083300</b>	<b>SPECIAL DOORS</b>				
083300/010	Overhead doors, 14' x 14' (No Glass)	10	EA	12,400.00	124,000
					<b>124,000</b>
<b>084110</b>	<b>STOREFRONT SYSTEMS</b>				
084110/010	Aluminum framed windows	3,500	SF	75.00	262,500
084110/020	Aluminum storefront	300	SF	75.00	22,500
084110/030	Entrance doors, double	2	EA	6,600.00	13,200
					<b>298,200</b>
	<b>EXTERIOR ENCLOSURE TOTAL</b>				<b>\$3,298,000</b>



**ROOFING**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>074113</b>	<b>ROOFING</b>				
074113/010	Single ply membrane roofing, including flashing, fascia and access	38,500	SF	30.00	1,155,000
074113/020	Caulking and sealants	68,730	SF	1.00	68,730
074113/030	Canopies	1	LS	15000.00	15,000
					<b>1,238,730</b>
	<b>ROOFING TOTAL</b>				<b>\$1,238,730</b>

**STAIRS AND CONVEYING SYSTEMS**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>055100</b>	<b>METAL STAIRS</b>				
055100/010	Metal pan stairs with metal railings	2	FLT	13,500.00	27,000
055100/020	Mezzanine stair	1	FLT	7,500.00	7,500
					<b>34,500</b>
<b>142100</b>	<b>ELEVATORS</b>				
142100/010	Passenger elevator, 2 stop	1	EA	90,000.00	90,000
					<b>90,000</b>
	<b>STAIRS AND CONVEYING SYSTEMS TOTAL</b>				<b>\$124,500</b>

**INTERIOR CONSTRUCTION**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>099000</b>	<b>INTERIOR CONSTRUCTION</b>				
099000/010	Administration	3,635	SF	80.00	290,800
099000/020	Apparatus Bay	14,600	SF	110.00	1,606,000
099000/030	Building Systems	2,315	SF	50.00	115,750
099000/040	Circulation	8,190	SF	40.00	327,600
099000/050	Fire Training	4,210	SF	70.00	294,700
099000/060	Fitness	6,190	SF	60.00	371,400
099000/070	Lobby	1,685	SF	120.00	202,200
099000/080	Training support	10,635	SF	140.00	1,488,900
099000/090	EMS training	7,770	SF	140.00	1,087,800
099000/100	Shell space	9,500	SF	20.00	190,000
					<b>5,975,150</b>
	<b>INTERIOR CONSTRUCTION TOTAL</b>				<b>\$5,975,150</b>

**MECHANICAL - PLUMBING**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>221400</b>	<b>STORM DRAINAGE</b>				
221400/010	Storm drainage system	68,730	SF	1.50	103,095
					<b>103,095</b>
<b>221600</b>	<b>GAS PIPING</b>				
221600/010	Pipe & fittings	68,730	SF	0.75	51,548
					<b>51,548</b>
<b>221400</b>	<b>COMPRESSED AIR</b>				
221400/010	Pipe & fittings, air compressor, & hose reels	68,730	SF	0.50	34,365
					<b>34,365</b>
<b>223000</b>	<b>PLUMBING EQUIPMENT</b>				
223000/010	Water heater, pumps, backflow, etc	68,730	SF	1.50	103,095
					<b>103,095</b>
<b>224000</b>	<b>PLUMBING FIXTURES &amp; PIPING</b>				
224000/010	Water Closet	31	EA	5,900.00	182,900
224000/020	Lavatories	32	EA	5,900.00	188,800
224000/030	Urinals	6	EA	5,900.00	35,400
224000/040	Shower	23	EA	2,415.00	55,545
224000/050	Emergency station	1	EA	2,300.00	2,300
224000/070	Kitchen sink, with grease trap	1	EA	19,000.00	19,000
224000/040	Sinks	6	EA	5,900.00	35,400
224000/050	Mop sinks	2	EA	5,900.00	11,800
224000/060	Washer box	3	EA	400.00	1,200
224000/060	Water coolers	3	EA	7,800.00	23,400
					<b>555,745</b>
	<b>PLUMBING TOTAL</b>				<b>\$847,848</b>

**MECHANICAL - HVAC**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>238220</b>	<b>HVAC SYSTEM</b>				
238220/010	Training facility	47,330	SF	65.00	3,076,450
238220/020	Truck bays	11,700	SF	20.00	234,000
238220/030	Shell space	9,700	SF	15.00	145,500
238220/040	Kitchen hood	1	EA	30,000.00	30,000
					<b>3,485,950</b>
	<b>HVAC TOTAL</b>				<b>\$3,485,950</b>

**DIVISION 32 EXTERIOR IMPROVEMENTS**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>321213</b>	<b>ASPHALT PAVING</b>				
321213/010	Asphalt paving, heavy duty	2,300	SY	44.00	101,200
321213/020	Asphalt paving	12,000	SY	36.00	432,000
					<b>533,200</b>
<b>321313</b>	<b>CONCRETE PAVING</b>				
321313/010	Courtyard	1,500	SF	24.00	36,000
321313/020	Civic space	1,400	SF	30.00	42,000
					<b>78,000</b>
<b>323100</b>	<b>SITE IMPROVEMENTS</b>				
323100/010	Monumental sign base	1	EA	3,500.00	3,500
323100/020	Covered parking	4,400	SF	40.00	176,000
323100/030	Two lane bridge with pedestrian access	9,600	SF	750.00	7,200,000
					<b>7,379,500</b>
<b>329000</b>	<b>LANDSCAPING</b>				
329000/010	Trees	20	EA	950.00	19,000
329000/020	Shrubs	75	EA	175.00	13,125
329000/030	Landscaped beds	4,500	SF	8.00	36,000
329000/040	Seeding	4,000	SY	8.00	32,000
					<b>100,125</b>
	<b>EXTERIOR IMPROVEMENTS TOTAL</b>				<b>\$8,090,825</b>



**DIVISION 33 SITE UTILITIES**

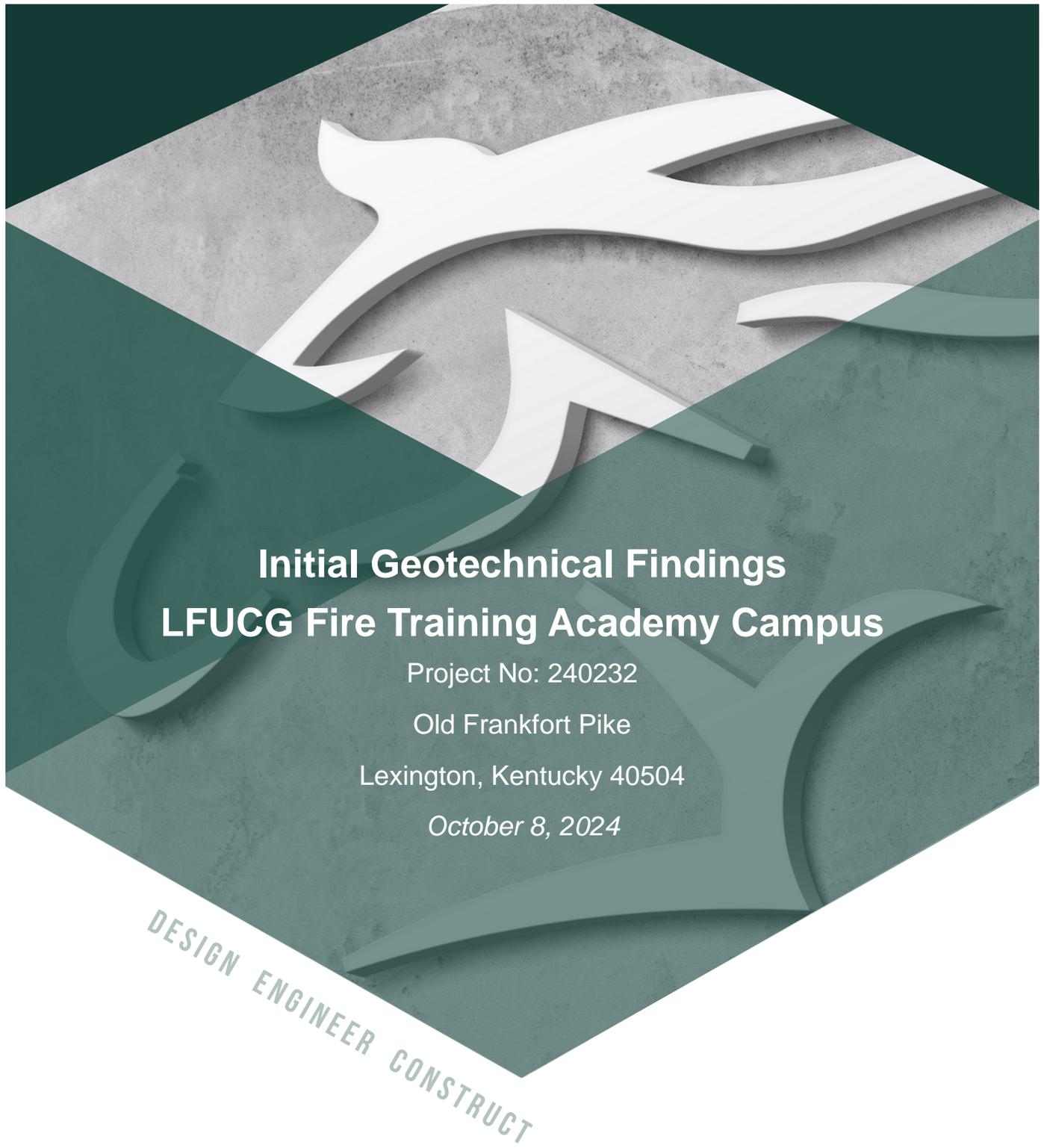
ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>334000</b>	<b><u>SITE UTILITIES</u></b>				
334000/010	Domestic water & fire water	1,300	LF	75.00	97,500
334000/020	Gas	650	LF	65.00	42,250
334000/030	Sanitary	650	LF	95.00	61,750
334000/040	Fire hydrant	1	EA	2,300.00	2,300
334000/030	Water hook ups	3	EA	2,100.00	6,300
					<b>210,100</b>
<b>334100</b>	<b><u>STORMWATER</u></b>				
334100/010	Storm drains	2,100	LF	45.00	94,500
334100/020	Headwalls	6	EA	2,900.00	17,400
334100/030	Catch basin	8	EA	2,100.00	16,800
					<b>128,700</b>
<b>337000</b>	<b><u>SITE ELECTRICAL</u></b>				
337000/010	Underground electric	650	LF	350.00	227,500
337000/020	Pole lightings	20	EA	4,500.00	90,000
337000/030	Bollard lights	15	EA	3,500.00	52,500
					<b>370,000</b>
	<b>UTILITIES TOTAL</b>				<b>\$708,800</b>







Figure F.3: LFUCG Fire Training Center Study Initial Geotechnical Findings



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October 8, 2024

Mr. Josh Ives  
LFUCG Capital Project Manager  
200 East Main Street  
Lexington, Kentucky 40507

**Initial Geotechnical Findings - LFUCG Fire Training Academy Campus**

Dear Mr. Ives,

Thoroughbred is in the process of providing a geotechnical evaluation for future expansion at the Lexington Fayette Urban County (LFUCG) Fire Training Academy. This letter is intended to help provide initial findings following completion of our geotechnical field exploration efforts. We have not completed all of our scope of services but wanted to provide you with the information we have to date. Please read over this brief letter and let us know if you have any questions. We anticipate our geotechnical evaluation will be completed in a few weeks.

Project information was provided by Josh Ives via email on August 14, 2024. We understand the project will consist of either a new two-story building or two-story building addition. A site survey completed by Endris Engineering in 2019 which indicated proposed boring locations. A provided concept plan indicated 21 boring locations across the site.

Kentucky 811 call before you dig was contacted prior to mobilizing to the site. Marked sanitary, gas, and water lines were observed onsite. Overhead electric lines were also observed onsite.

Geotechnical exploration consisted of geotechnical drilling. Drilling was conducted at 21 locations shown on page 4. Glass pieces, brick pieces, rock fragments, and other construction material from non-engineered fill was encountered in several borings onsite. Boring B-21 encountered trash bags, bricks, and material constant with landfill material. Conversations with fire academy management indicated the site was a previous landfill and dump site and contained a superfund site.

While water was not encountered in borings during geotechnical drilling, water was however encountered in thirteen borings 24 hours after drilling.

Pavements across the site contained fatigue cracks, potholes, and raveling. Utility trenches were also observed in several locations. Pavements around these trenches were observed to have settled and contain severe cracking. Asphalt thicknesses were found to range from 3 to 6 inches. Base stone was only encountered in four of the thirteen borings conducted in pavement and ranged from 2 to 6 inches thick.

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At this time, the following are observations about the site conditions and preliminary recommendations.

1. Non-Engineered Fill - The majority of material encountered during geotechnical drilling was not natural material and had been placed at some point. This material contained glass, brick, and rock boulders that are consistent with dumped material. This material does not meet the definition of structural fill and can lead
2. Environmental Concerns - Conversations with the fire training academy staff indicated the site was a previous landfill and dump site. This included construction debris from a downtown building that was demolished in the 70s or 80s. Trash bags were encountered in boring B-21 during drilling. Academy staff also indicated an old fuel containment area existed onsite that was utilized for fire training and had been capped. Environmental covenants are anticipated to for portions of the site which may effect development potential. An environmental consultant should be consulted in regards to the development/remediated potential for the site area.
3. Differential Settlement - Given the non-engineered fill onsite, rock boulders, and debris encountered during drilling, differential settlement will occur for foundations that bear on this material. Cracks will form in slabs, masonry, and interior walls. The current fire training building was observed to contain cracks in masonry and misaligning doors.
4. Fatigued Pavements - Pavements across the site were found to contain fatigue cracks. Alligator cracking, potholes, raveling, and rutting were observed onsite. Pavements over utility trenches onsite contained severe cracking and excessive settlement. Thirteen borings were conducted in pavements which found asphalt to range from 3 to 6 inches. Only four of the pavement borings contained base stone beneath asphalt. The existing pavement sections do not appear to be adequate for traffic loads occurring onsite. Recommendations for heavy duty pavements will be provided in the final report. Improper backfill around utility lines has likely caused the excessive cracking near them. Cracks can allow water to infiltrate subgrade and further degrade the pavement from freezing and thawing conditions.
5. Deep Foundations - At this time, we anticipate deep foundations will be required for this site to extend through fill material to competent bedrock as existing materials are not anticipated to provide sufficient bearing or be within settlement tolerances. Future geotechnical efforts are likely to include rock core samples to provide more accurate bedrock design criteria for deep foundations as well as test pits to further evaluate the construction debris.
6. Utility Lines - Marked water, gas, and sanitary sewer lines were observed onsite. Contractors and designers should account for these utility lines. If this lines are infringed, fines and additional cost for repairs could occur. Relocation of these utility lines from building areas may be required.
7. Groundwater - Thirteen borings were found to contain water 24 hours after drilling. Soils did not appeared to be saturated during drilling, which suggested perched groundwater infiltrated these borings after drilling. Groundwater can cause metal in foundation elements to become corrosive and frictional resistance of soils to decrease causing lower bearing capacities.
8. Existing Building Structure - During our onsite visit, we observed that the existing building appears to have some settlement issues in which doors do not properly align or close properly. It is anticipated that the buildings was constructed on the fill material encountered on both sides of the building. If additions are constructed on this material, it is anticipated that settlement will be experienced similar to the existing building which maybe outside the tolerance of the structure.



---

**Closing**

You should know that our efforts are still ongoing. Laboratory testing of soil samples obtained from the site are underway. This document does not meet nor is intended to be used as a geotechnical evaluation. Statements and engineering recommendations are only for preliminary discussions and shall not be used as design recommendations. Until the final geotechnical evaluation is completed, if you have any questions associated with the project, our services, or information provided in this brief letter, please let us know.

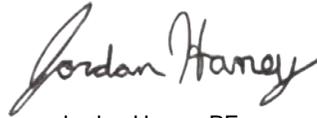
Thank you for having Thoroughbred as a part of this project.

Sincerely,

**Thoroughbred**



Matthew Hurley, PE  
Geotechnical Engineer



Jordan Haney, PE  
Principal Engineer

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[WWW.THOROUGHBREDFIRM.COM](http://WWW.THOROUGHBREDFIRM.COM)

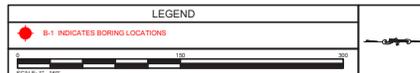




**Boring Location Plan**  
Scale: 1" = 150'

**General Drilling Information**

Drilling Company: CRF Exploration, LLC  
 Drill Rig Make: Geoprobe  
 Drill Rig Model: 3126GT  
 Hammer Type: Automatic  
 Hammer Weight: 140 lbs  
 Hammer Drop Height: 50 inches  
 Auger Size: 2.114" I.D. Hollow-Stem Auger  
 Core Size: N/A  
 Drilling Method: Auger  
 Project Manager: Jordan Haney, P.E.  
 Driller: Steve Melstowski  
 Helper: Keith Loney  
 Logged By: Nathan Kidd  
 Date(s) Drilled: September 9, 2024  
 Days Completed In: One (1)  
 Note: Boring locations and elevations were surveyed by Thoroughbred Engineering.



Boring Data Table					
Boring	Boring Elevation (FT-MSL)	Depth of Refusal (FT)	Elevation of Refusal (FT-MSL)	Water Elevation at Time of Exploration (FT-MSL)	Water Elevation 24 Hours After Exploration (FT-MSL)
B-1*	913.4	23	890.4	NE	X
B-2*	911.7	16.5	895.2	NE	X
B-3*	915.3	16.5	898.8	NE	X
B-4*	913.1	16.5	896.6	NE	X
B-5*	910.1	5.5	904.6	NE	X
B-6	910.1	6.5	903.6	NE	X
B-7	909.0	13.5	895.5	NE	901.7
B-8	908.3	13.8	894.5	NE	900.5
B-9	908.2	13.4	894.8	NE	X
B-10	908.4	12.3	896.1	NE	X
B-11	899.8	3.8	896	NE	899
B-12	899.2	3.6	895.6	NE	898.2
B-13	899.5	3.3	896.2	NE	897.8
B-14	896.3	7	889.3	NE	893.3
B-15	896.0	9.2	886.8	NE	893.7
B-16	901.2	7	894.2	NE	900
B-17	905.2	7	898.2	NE	902.2
B-18	906.7	11.6	895.1	NE	898.7
B-19	914.0	6.5	907.5	NE	909.2
B-20*	915.1	15	900.1	NE	913.1
B-21	921.4	13	908.4	NE	919.7

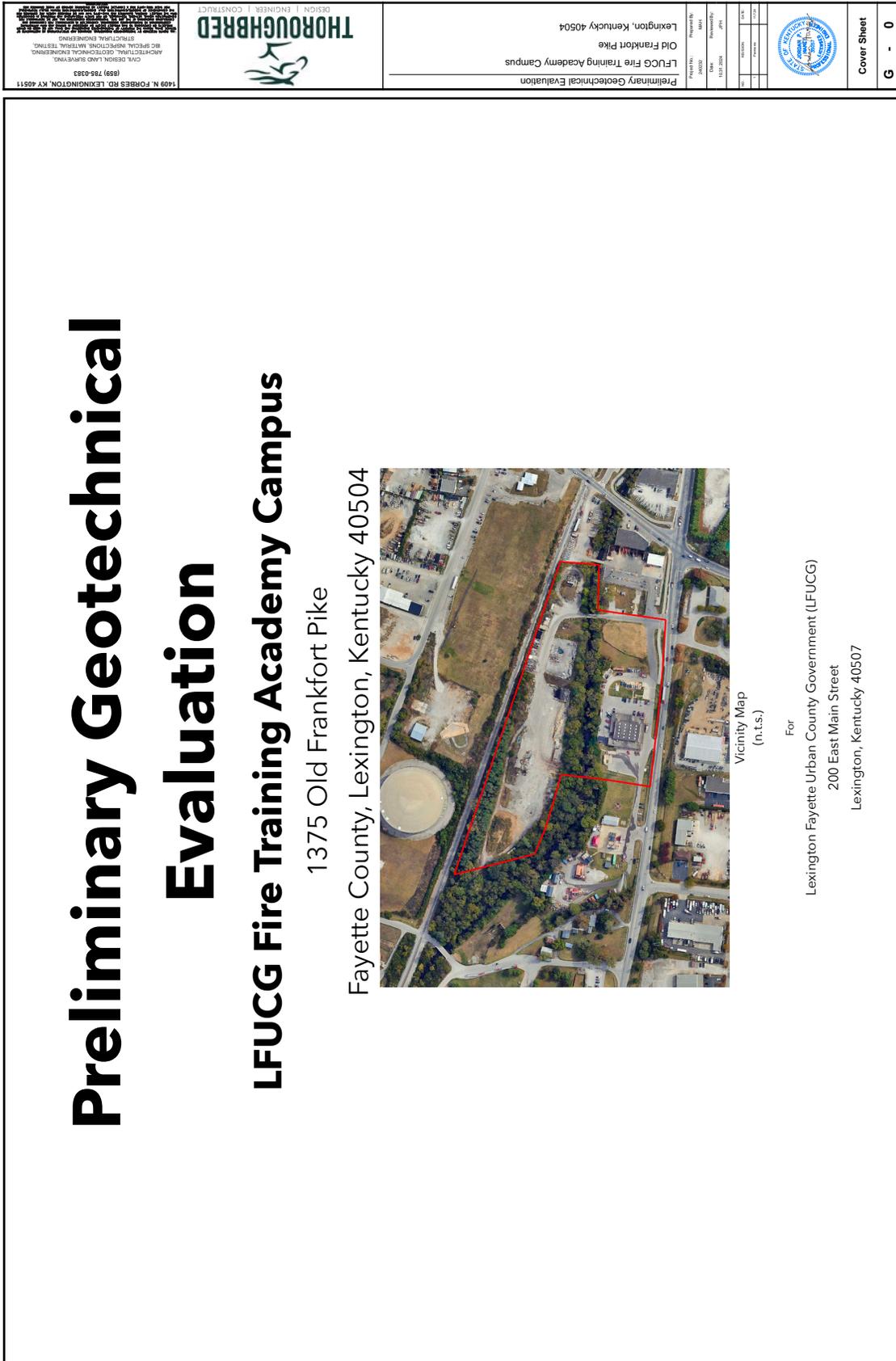
\* Boring was terminated prior to refusal.  
NE: Not Encountered







Figure F.4: LFUCG Fire Training Center Study Preliminary Geotechnical Evaluation





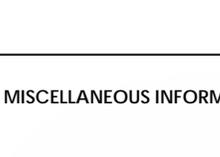
**Shallow Excavations**



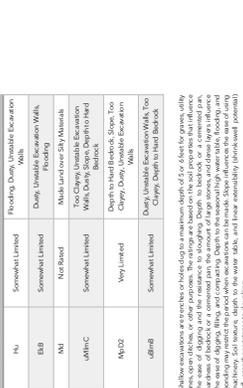
**Dwellings with Basements**



**Corrosion of Concrete**



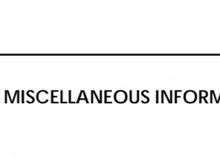
**Local Road and Streets**



**Small Commercial Buildings**



**Corrosion of Steel**



Shallow excavations are shown here or related to the excavation depth of 4' or less for typical utility lines, open utility, or other purposes. The ratings are based on the soil properties that influence the soil's ability to support the excavation. The ratings are based on the soil properties that influence the soil's ability to support the excavation. The ratings are based on the soil properties that influence the soil's ability to support the excavation.

**Corrosion of Concrete**

% of concrete remains to potential unadorned electrochemical or chemical action that occurs in the presence of water, oxygen, and moisture. The rating is based on the soil's ability to support the concrete. The rating is based on the soil's ability to support the concrete. The rating is based on the soil's ability to support the concrete.

**Local Road and Streets**

Local roads and streets have an all weather surface and carry automobile and light rail traffic all year. They have a subgrade of 4' or less and are subject to frost action, low strength, or soil moisture content. The rating is based on the soil properties that affect the water of excavation and grading. The rating is based on the soil properties that affect the water of excavation and grading. The rating is based on the soil properties that affect the water of excavation and grading.

**Small Commercial Buildings**

Small commercial buildings are structures that are less than three stories high and are not basements. The foundation is assumed to be of spread footing of reinforced concrete built on soil. The rating is based on the soil properties that affect the water of excavation and grading. The rating is based on the soil properties that affect the water of excavation and grading. The rating is based on the soil properties that affect the water of excavation and grading.

**Site Research Information**  
Soils Data Review by U.S. Department of Agriculture

The USDA provides information on specific soil types of construction interest to the general public through the National Engineering Laboratory (NEL) and the National Engineering Laboratory (NEL). The information is available through the National Engineering Laboratory (NEL) and the National Engineering Laboratory (NEL).

Item	Yes	No	Note
Area of Interest (AOI)	X		
1:12 Slope	X		
Construction of Concrete	X		
Construction of Steel	X		
Small Commercial Buildings	X		
Dwellings with Basements	X		
Local Roads and Streets	X		
Shallow Excavations	X		

**USDA Soil Map & Data**

The soil is recorded as follows by the USDA:

Map Unit	Unit Name	Area in Acre	Percentage of AOI
Hu	Hartzog's Silty Loam	4.57	40.8%
EB	EB Silty Loam	3.1	28.2%
Md	Mud Land	2.6	23.6%
uM/C	Mud Boggy Silty Loam	0.7	5.9%
M/D2	Mud Boggy Silty Loam	0.5	3.8%
uM/B	Boggy Heavy Silty Loam	0.2	1.7%

**Map Unit Symbols**

Map Unit Symbol	Soil %	Soil Type	Moisture	Soil Class	Moisture
Hu	0 to 4	B	Low	M/D2 Good	
EB	2 to 6	B	Low	M/D2 Good	
MI	N/A	N/A	N/A	N/A	N/A
uM/C	6 to 12	C/B	Medium	M/D2 Good	
M/D2	12 to 20	C	Medium	M/D2 Good	
uM/B	2 to 6	B/C	Low	M/D2 Good	





### Historic Photography

We reviewed internet available google earth aerial photographs dating from April 1993 to the present to determine the history of the site. The parcel of property south of Town Branch Creek has remained largely undeveloped since April 1993. The parcel of property north of Town Branch Creek has experienced development since April 2002. The google earth images are shown below on the left.

**Photograph 1**, April 1993

**Photograph 2**, April 2002

**Photograph 3**, September 2010

**Photograph 4**, September 2014

### Site Photographs

During our visit to the site, photographs of possible issues were taken. Photograph 7 shows Town Branch Creek which runs through the center of the site. Erosion control efforts will be required to protect Town Branch Creek from sediment. Pavements surrounding the existing fire training center will require repair. Photographs 8, 9, 10, 11, 12, 13, 14, and 15 show various pavement and fill materials. Photographs 16 and 17 show utility trenches and flagging. Photographs 18 and 19 show fill material. Photographs 20 and 21 show soil and trash bags encountered near Town Branch Creek.

**Photograph 7**, Town Branch Creek

**Photograph 8**, Raveling pavements on east side of training center.

**Photograph 9**, Utility trenches on east side of training center.

**Photograph 10**, Utility trench and flagged pavements on west side of training center.

**Photograph 11**, Pavement alligator cracking on west side of training center.

**Photograph 12**, Soil and trash bags encountered on north side of Town Branch Creek.

**Photograph 13**, Trash bags encountered on north side of Town Branch Creek.

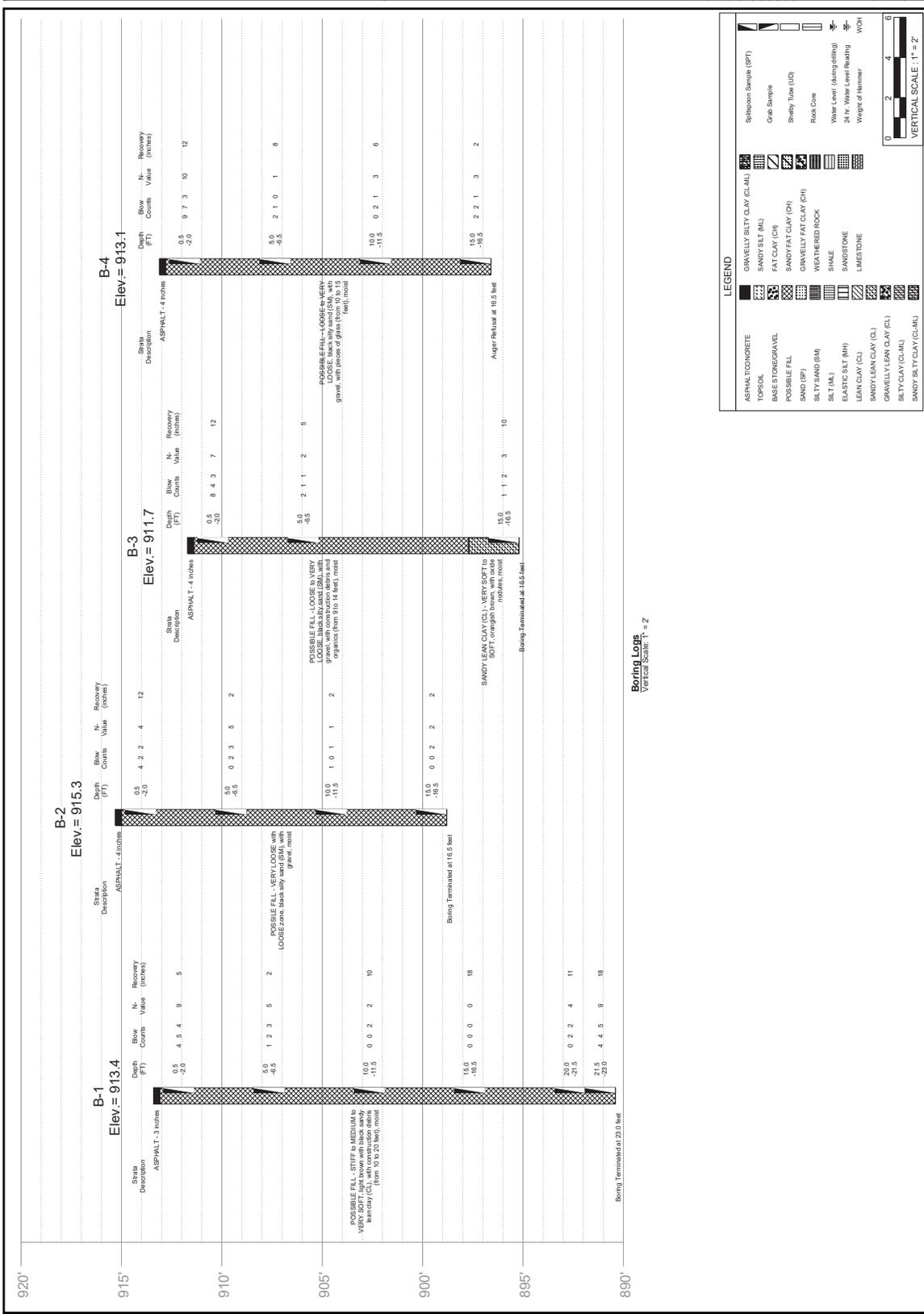
**Photograph 14**, Fill material encountered near training center.

**Photograph 15**, Fill material encountered near training center.





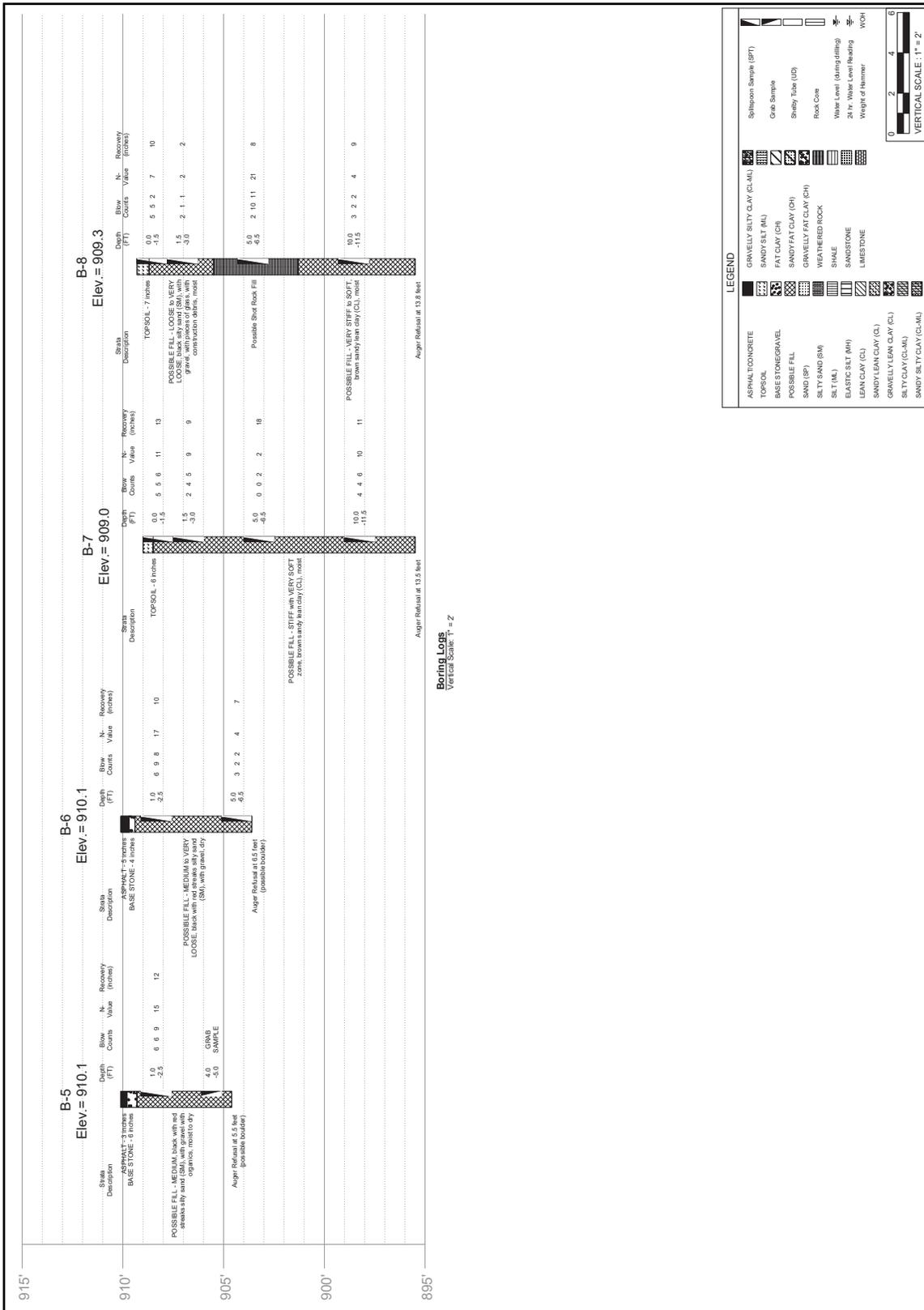




**LEGEND**

	ASPHALT CONCRETE		Spill/Seal Sample (SPT)
	TOPSOIL		Core Sample
	BASE STONE/GRAVEL		Shelby Tube (UT)
	POSSIBLE FILL		Rock Core
	SAND (SP)		Water Level (during drilling)
	SILTY SAND (SM)		24 Hr. Water Level Reading
	SILT (CL)		Weight of Hammer
	ELASTIC SILT (EM)		
	LEAN CLAY (CL)		
	SANDY LEAN CLAY (CL)		
	SILTY CLAY (CL)		
	SANDY SILTY CLAY (CL-M)		
	SANDY SILTY CLAY (CL)		
	GRAVELLY SILTY CLAY (CL-M)		
	FAT CLAY (CH)		
	SANDY FAT CLAY (CH)		
	GRAVELLY FAT CLAY (CH)		
	WEATHERED ROCK		
	SHALE		
	SANDSTONE		
	LIMESTONE		

0 2 4 6  
 VERTICAL SCALE: 1" = 2'  
 Boring Logs  
 Vertical Scale: 1" = 2'



Preliminary Geotechnical Evaluation  
LFUCG Fire Training Academy Campus  
Old Frankfurt Pike  
Lexington, Kentucky 40504

THOROUGHBRID  
DESIGN | ENGINEER | CONSTRUCT

1409 N. FORBES RD. LEXINGTON, KY 40511  
DPM DESIGN/LAND SURVEYING  
ARCHITECTURAL/ENGINEERING/ENGINEERING  
AGRICULTURAL/MECHANICAL/ELECTRICAL  
STRUCTURAL/FOUNDATION/CONCRETE

Project No: 1010000000  
Date: 03/20/2024  
Revision No: 001

**Boring Logs**  
G - 9





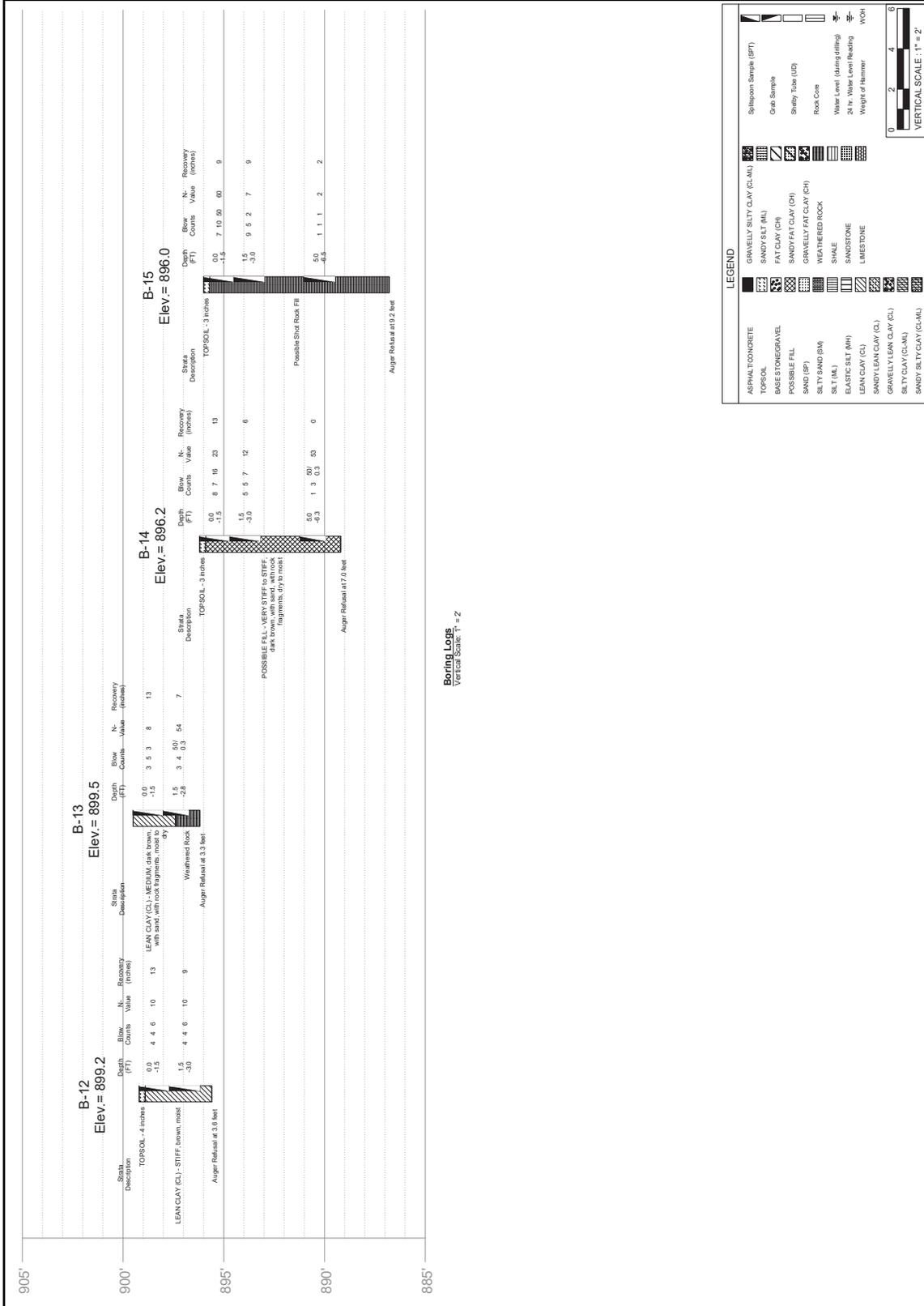
**THOROUGHBRD**  
DESIGN | ENGINEER | CONSTRUCT

1409 N. FORBES RD. LEXINGTON, KY 40511  
 (859) 784-0383  
 CIVIL, GEOTECHNICAL AND SURVEYING  
 ARCHITECTURAL, GEOTECHNICAL, ENGINEERING,  
 AND SPECIAL INSPECTIONS, MATERIAL TESTING,  
 STRUCTURAL ENGINEERING

Preliminary Geotechnical Evaluation  
 LFUCG Fire Training Academy Campus  
 Old Frankfort Pike  
 Lexington, Kentucky 40504

Project No: 10101  
 Date: 03/20/2014  
 Revision No: 001

Sheet No: 11  
 Title: Boring Logs



Boring Logs  
Vertical Scale 1" = 2'

**LEGEND**

	GRAVELLY SILTY CLAY (CLML)
	SILTY CLAY (CL)
	LEAN CLAY (CL)
	SAND (SP)
	SAND WITH GRAVEL (SG)
	SILTY SAND (SM)
	SILTY CLAY WITH SAND (SC)
	ELASTIC SILTY SAND (ES)
	ELASTIC SILTY CLAY (ESC)
	GRAVELLY LEAN CLAY (CL)
	SILTY CLAY WITH GRAVEL (CL)
	GRAVELLY SILTY CLAY (CLML)
	FAT CLAY (CH)
	SILTY FAT CLAY (CH)
	GRAVELLY FAT CLAY (CH)
	WEATHERED ROCK
	SHALE
	SANDSTONE
	LIMESTONE
	ASPHALT CONCRETE
	TOPSOIL
	BASE STONE/GRAVEL
	POSSIBLE FILL
	ROCK CORE
	Water Level (during drilling)
	24 hr. Water Level Reading
	Weight of Hammer
	Spill/Seepage Sample (SPT)
	Core Sample
	Shelby Tube (UT)

VERTICAL SCALE: 1" = 2'





**THOROUGHBRID**  
DESIGN | ENGINEER | CONSTRUCT

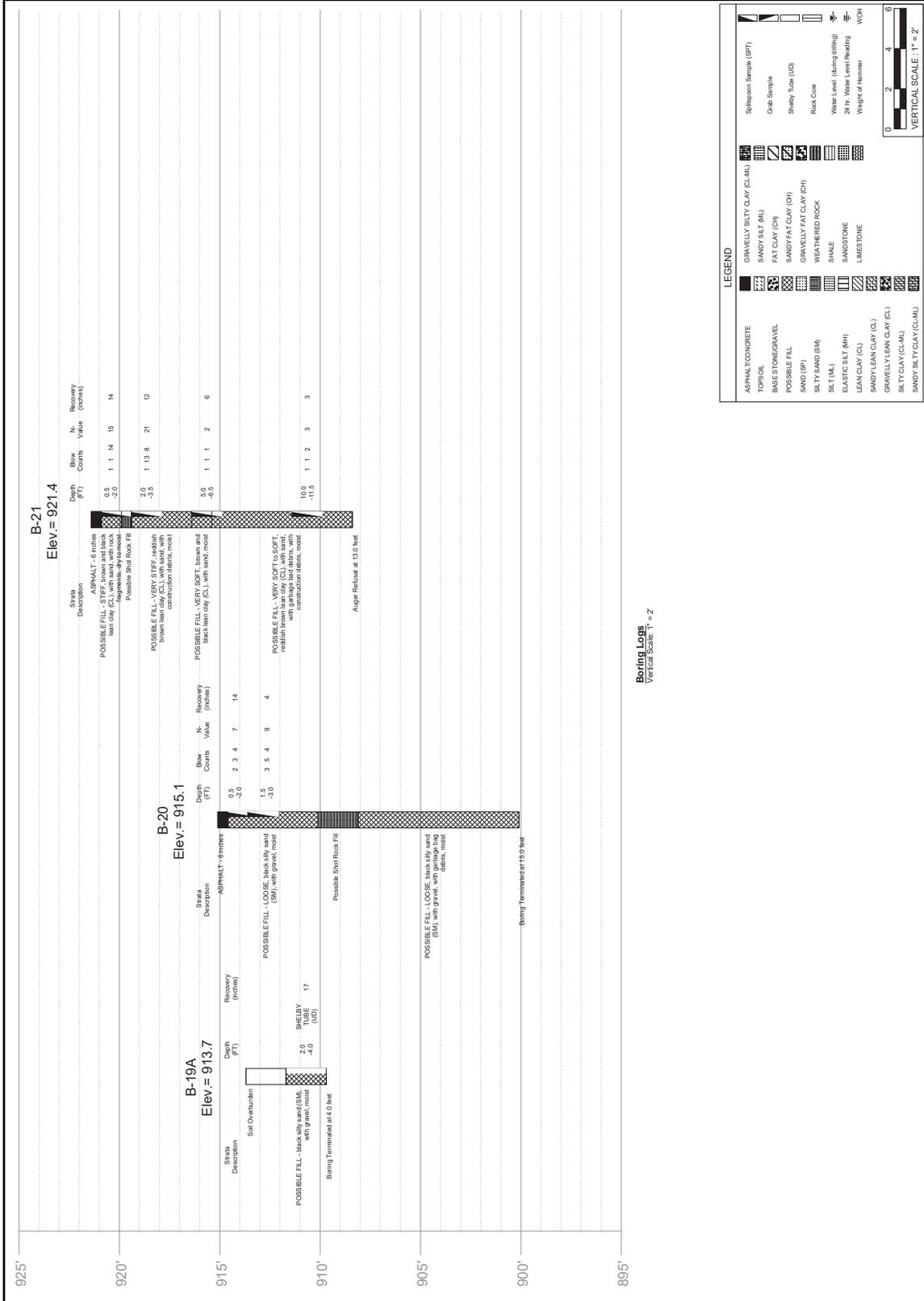
1409 N. FORBES RD., LEXINGTON, KY 40511  
(859) 784-0383

DESIGN, LAND SURVEYING, ARCHITECTURAL, GEOTECHNICAL, ENGINEERING, AGRICULTURAL, INFRASTRUCTURE, MATERIALS TESTING, STRUCTURAL ENGINEERING

Preliminary Geotechnical Evaluation  
LFUCG Fire Training Academy Campus  
Old Frankfort Pike  
Lexington, Kentucky 40504

Project No: 1010-0001  
Client: LFUCG  
Date: 03/20/2024  
Revision No: 001

Sheet: **G - 13**  
Boring Logs



**LEGEND**

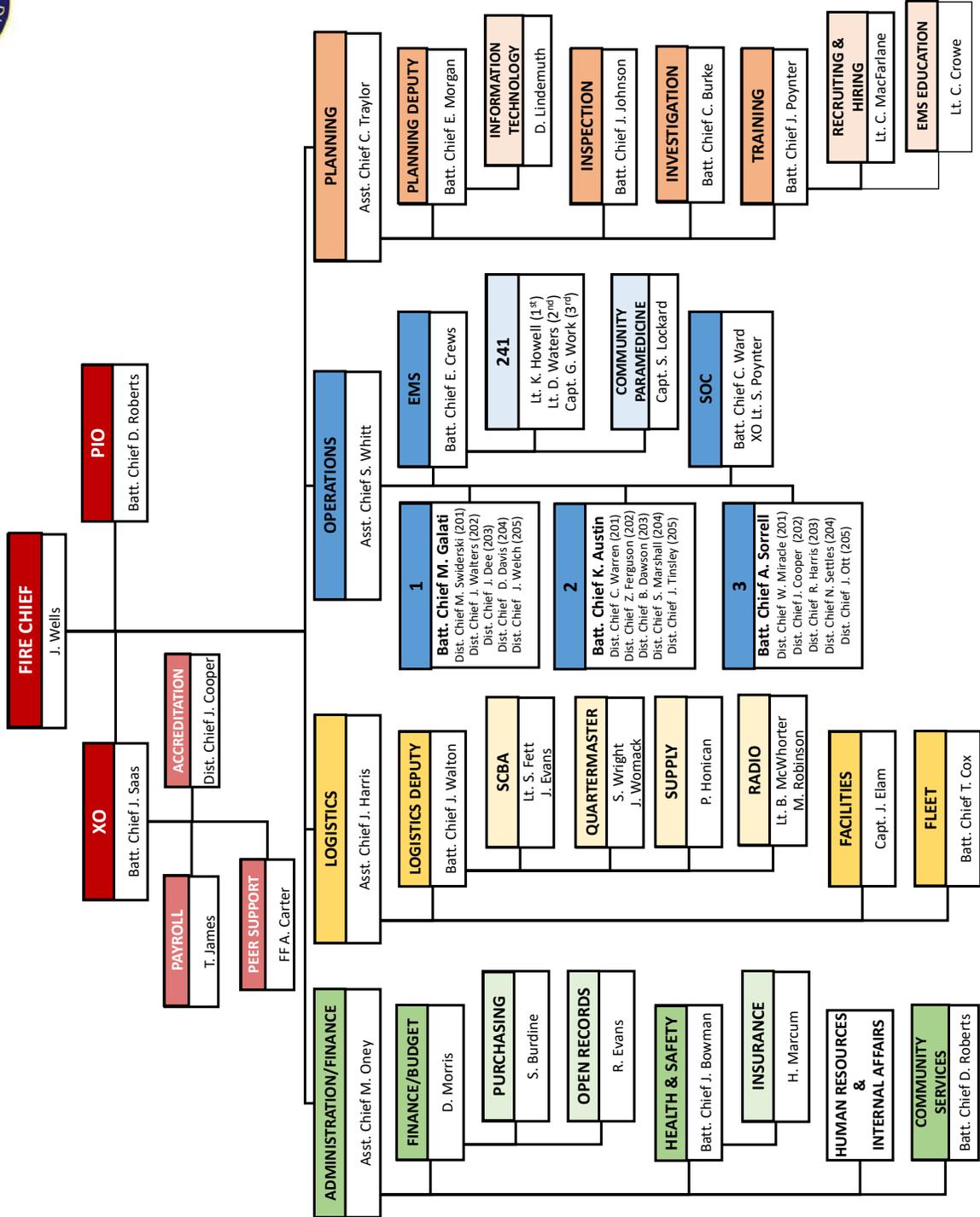
	GRAVELLY SILTY CLAY (CLML)
	SILTY CLAY (CL)
	SILTY SAND (SM)
	SAND (SP)
	SAND (SM) WITH GRAVEL
	ELASTIC SILTY SAND (SM)
	LEAN CLAY (CL)
	SILTY LEAN CLAY (CL)
	GRAVELLY LEAN CLAY (CL)
	GRAVELLY SILTY CLAY (CLML)
	FAT CLAY (CH)
	SILTY FAT CLAY (CH)
	GRAVELLY FAT CLAY (CH)
	WEATHERED ROCK
	SHALE
	SANDSTONE
	LIMESTONE
	ASPHALT CONCRETE
	TOPSOIL
	BASE STONE/GRAVEL
	POSSIBLE FILL
	Spill/Seepage Sample (SPT)
	Core Sample
	Shelby Tube (UT)
	Rock Core
	Water Level (during drilling)
	24 Hr. Water Level Reading
	Weight of Hammer
	WOH

VERTICAL SCALE: 1" = 2'

Figure F.5: Lexington Fire Department 2024 Organizational Structure



**LEXINGTON FIRE DEPARTMENT**  
2024 Organizational Structure



Updated: June 2024



Figure F.6: Lexington Fire Department Fire Training Academy Campus Presentation

Fire Training Academy Campus – Feasibility Study



**LEXINGTON FIRE DEPARTMENT  
FIRE TRAINING ACADEMY CAMPUS  
FEASIBILITY STUDY**

FIRE CHIEF, JASON WELLS



1

Fire Training Academy Campus – Feasibility Study



**Executive Summary**

The current 16,400sf Fire Training Center was constructed in 1969 and sits on a campus of approximately 20 acres. It has been continuously renovated over the decades to accommodate the growing Department, but it no longer serves its operational needs for the 607 sworn personnel.

The purpose of this study is to provide an assessment of the existing Fire Training Center and entire campus to determine if there is still useful life in the facility. There are numerous challenges with the campus including a structurally condemned bridge to the rear parcel, subterranean soil conditions, flood plain areas, major utilities, access, and the incorporation of the new Town Branch Trail on the property.

Through careful planning, how can this facility and campus being reimagined and modernized to serve the expanding Lexington Fire Department for decades to come.



2

## Project Team

**Architect:** Brandstetter Carroll, Inc.  
Eric Chambers, AIA / Charlie Schneider, PE / Jay Quillen / Jonathan Chesser

**Structural Engineer:** Poage Engineers & Associates  
Chris Kelly, PE

**MEP Engineer:** Paladin Engineers  
David Stapleton

**Cost Estimator:** Robert Pass & Associates  
Robert Pass

**Surveyor:** Endris Engineering  
Kevin Phillips, PLS

**Geotechnical Engineer:** Thoroughbred Engineers  
Jordan Haney, PE

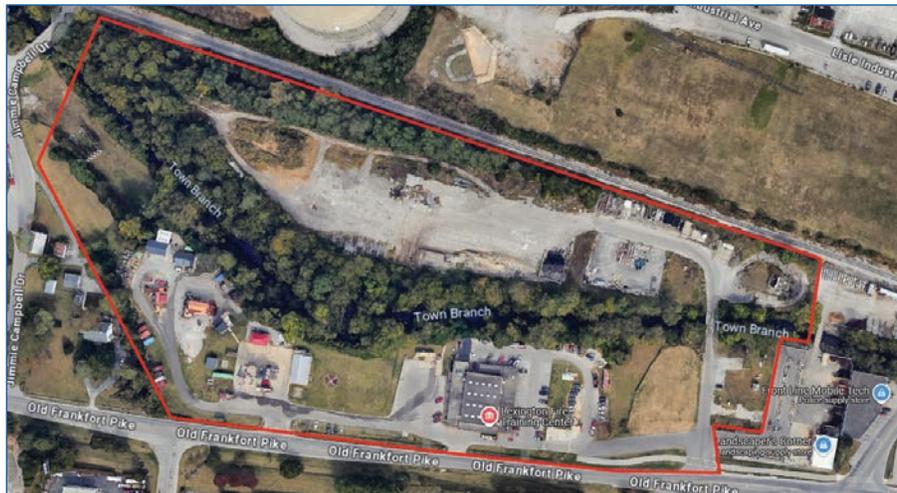
**Lexington Fire Department:**  
Chief Jason Wells / Asst. Chief Joey Harris / Batt. Chief Shane Poynter / LFD Leadership

**LFUCG Capital Project Management:**  
Josh Ives, AIA



3

## Project Site



Approximately 20 acres of campus area



4

## Project Site



Focus Area of Major Redevelopment



5

# LEXINGTON FIRE DEPARTMENT FIRE TRAINING ACADEMY CAMPUS EXISTING FACILITY ASSESSMENT



6

## Existing Facility Assessment Summary



7

## Existing Facility Assessment Summary

### High Level Overview:

- **Site:** fatigued pavement, no ADA parking, very limited parking, flood plain, non-structural fill, topo, etc.
- **Utilities:** undersized for future capacity, HVAC equipment about half-life, LED lighting, generator
- **Structure:** somewhat sound, sits on non-structural fill, cracking, settling, limitations on renovation, not flexible space
- **Roof:** is in fair condition, ballasted system, gutters need addressed, skylights faded, generator location
- **Facade:** mostly single width CMU or pre-cast with no insulation, windows single-pane uninsulated
- **Classrooms:** directly off vehicle bay, no storage, way undersized, no sound rating, not enough, old technology
- **Admin Suite:** very undersized, no storage, no conference areas, no sound rating, no control of lobby
- **Storage:** little to no storage, no dedicated storage for each division, needs for storing technology, equipment, etc.
- **Bunk Room:** not code compliant, built as mezzanine, no fire separation, exhaust from bays, too small, no storage
- **Restrooms:** are very limited, not ADA compliant, older finishes, don't meet public or staff capacity needs
- **Lobby:** no vestibule, open to public, no reception or secured entrance, uninsulated, display area
- **Apparatus Bay:** no vehicle extraction system, no 2-hour separation to the living/office areas, no floor drains, cracking concrete, only 1 entry/exit overhead door, gear lockers in bay no storage, too small



8

## Existing Facility Assessment Summary



9

## Existing Facility Assessment Summary



10

## Existing Facility Assessment Summary



11

## Existing Site Assessment Summary

### Site Survey: (Consultant – Endris Engineering)

- Clarified the land swap boundaries with Landscaper’s Corner & Access to Roy H Mardis Drive
- Documented & Resolved the Easements with KY American Water & Columbia Gas
- Documented the EPA Covenant Area and Flood Plain Areas (10/50/100 Year Areas - FEMA)
- Documented the Town Branch Trail and Placement on the Fire Training Academy Campus
- All major utilities, trees, topography, outbuildings, roadways, Town Branch, etc.

### Geotechnical Exploration: (Consultant – Thoroughbred Engineers)

- Performed (21) Borings on Campus (front and rear parcel near building and in parking areas)
- Asphalt paving fatigue issues (ranged from 3”-6” thick) – majority did not have stone subbase
- Non-structural fill found across site (old building material debris, trash bags, large conc chunks)
- Recommendations of Deep Foundations (higher foundation costs to get down to solid bedrock)
- Test Pits to Confirm Fill Material / Existing Facility on Fill – New Construction Differential Settlement



12

# LEXINGTON FIRE DEPARTMENT FIRE TRAINING ACADEMY CAMPUS FACILITY PROGRAMMING



13

## FACILITY PROGRAMMING

SPACE DESCRIPTIONS	SUBTOTAL
“DIRTY AREAS” (apparatus bays, gear decon, laundry, tool room, SCBA, classrooms, etc.)	14,910 SF
“CLEAN AREAS” (lobby, locker room, classrooms, admin offices, wellness, Fire/EMS, etc.)	24,870 SF
“PHYSICAL PLANT” (mechanical, electrical, plumbing, IT server, antennae, MDF/IDF)	1,610 SF
“CIRCULATION FACTOR” (circulation, corridors, walls, etc. grossing factor of 20%)	<u>8,160 SF</u>
<b>TOTAL GROSS SQUARE FOOTAGE OF FACILITY</b>	<b>49,550 SF</b>

The final program was thoroughly vetted by the LFD leadership to determine the current and future needs of the Department



14

# LEXINGTON FIRE DEPARTMENT FIRE TRAINING ACADEMY CAMPUS RENOVATION & ADDITION

ERIC CHAMBERS, BCI ARCHITECTS



15

## Option 1 – Renovation & Addition



Parking: 20 Staff / 200 General    Driving Pad: 200'x200'    Bridge: 2 lane & Pedestrian



16



## Option 1 – Renovation & Addition

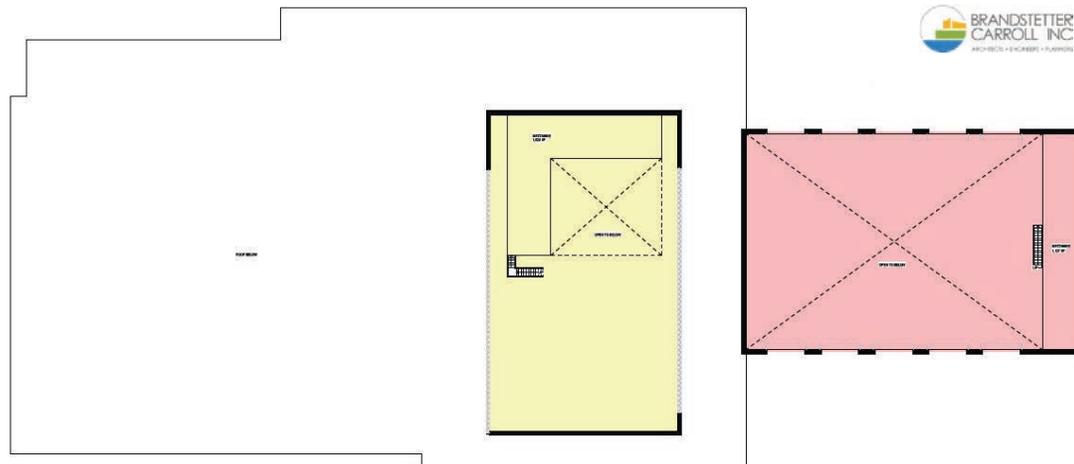


Renovation & Addition: First Floor Concept Plan



17

## Option 1 – Renovation & Addition



Renovation & Addition: Second Floor Mezzanine Concept Plan



18

# LEXINGTON FIRE DEPARTMENT FIRE TRAINING ACADEMY CAMPUS NEW CONSTRUCTION



19

## Option 2 – New Construction



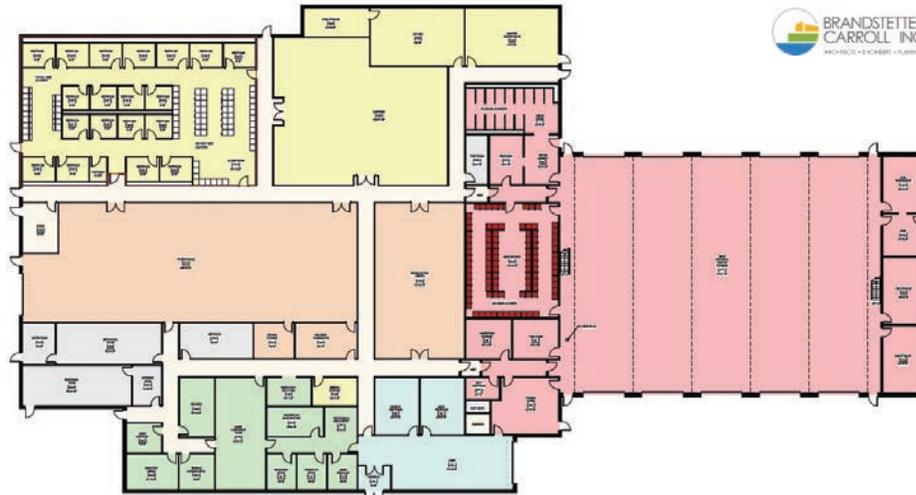
Parking: 20 Staff / 200 General    Driving Pad: 200'x200'    Bridge: 2 lane & Pedestrian



20



## Option 2 – New Construction



New Construction: First Floor Concept Plan



21

## Option 2 – New Construction



New Construction: Second Floor Concept Plan



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# LEXINGTON FIRE DEPARTMENT FIRE TRAINING ACADEMY CAMPUS PHASE 1 – SITE DEVELOPMENT



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## Phase 1 – Site Development



Parking: 20 Staff / 200 General    Driving Pad: 200'x200'    Bridge: 2 lane & Pedestrian



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# LEXINGTON FIRE DEPARTMENT FIRE TRAINING ACADEMY CAMPUS FACILITY USAGE

BATTALION CHIEF, SHANE POYNTER



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## Facility & Campus Use

### Personnel Assigned:

16 total (11 Training, 2 EMS, 2 Recruiting & Hiring & 1 Admin Specialist)

### Recruit Classes Annually:

2 Recruit Classes, 1 Paramedic Class and 1 Company Officer Academy  
(45 per Recruit Class (90 Total) / 36 per Paramedic Class / 15 per Company Officers)

### Entire Fire Department:

All 607 Sworn Members Attend Fire & EMS Training Annually at Academy per ISO Requirement

### Backup Fire Station & Public Safety Operations Center:

*Serves as a Backup Fire Station or Public Safety Operations Center if others Compromised*

### Community Emergency Response Team:

2 Per Year with 15-20 Per Class (30-40 Annually)

### Citizens Fire Academy:

2 Per Year with 30 Per Class (60 Annually)



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## Facility & Campus Use

### Training Opportunities Hosted:

Lexington Police Department (Training Structures & Props for Classes)  
 Kentucky State Fire School (Annually)  
 Army National Guard Training (2 – 3 Times A Year)  
 CSEPP Training Exercise / Columbia Gas Employee Training / Car Seat Installation Classes  
 LFUCG Div. of Emergency Management Training / KY Emergency Management Training  
 Bluegrass Emergency Response Team Training

### Other Events Hosted:

Recruit Class Graduation (300) / LFD Command Staff Meeting (50) / LFD Hiring Process (100) /  
 LFD Promotional Process (100) / LFUCG Council Field Day (30) / Paramedic Graduation (100) /  
 American Red Cross Event (75) / Metro Credit Union Event (75) / LFD Christmas Party (200) /  
 Leadership Lexington Event (30) / CFA Graduation (75)



# LEXINGTON FIRE DEPARTMENT FIRE TRAINING ACADEMY CAMPUS PROJECT BUDGETS





## Option 1 – Renovation & Addition

DESCRIPTION	AREA	COST / SF	TOTAL COST
RENOVATION & ADDITION (GROSS AREA IN 2024)	54,000 SF	\$638	\$34,452,000
CONSTRUCTION ESCALATION @ 3% PER YEAR (2026)		6%	<u>\$2,067,120</u>
<b>CONSTRUCTION SUBTOTAL</b>			<b>\$36,519,120</b>
SOFT COSTS (A/E DESIGN FEES, F.F.&E, INSPECTIONS)		15%	\$5,477,868
LFD PORTABLE CLASSROOMS & TRAINING OFFICES		ANNUAL	\$117,780
<b>TOTAL PROJECT COSTS BUDGET</b>			<b>\$42,114,768</b>

\*The cost estimates were prepared by BCI Architect’s third-party estimator, Robert Pass, of Robert Pass & Associates.



## Option 2 – New Construction

DESCRIPTION	AREA	COST / SF	TOTAL COST
RENOVATION & ADDITION (GROSS AREA IN 2024)	61,000 SF	\$603	\$36,783,000
CONSTRUCTION ESCALATION @ 3% PER YEAR (2026)		6%	<u>\$2,206,980</u>
<b>CONSTRUCTION SUBTOTAL</b>			<b>\$38,989,980</b>
SOFT COSTS (A/E DESIGN FEES, F.F.&E, INSPECTIONS)		15%	\$5,848,497
LFD PORTABLE CLASSROOMS & TRAINING OFFICES		ANNUAL	\$117,780
<b>TOTAL PROJECT COSTS BUDGET</b>			<b>\$44,956,257</b>

\*The cost estimates were prepared by BCI Architect’s third-party estimator, Robert Pass, of Robert Pass & Associates.



## Phase 1 – Site Development

DESCRIPTION	AREA	COST / SF	TOTAL COST
EXTERIOR IMPROVEMENTS & UTILITIES (2024)			\$3,513,765
CONSTRUCTION ESCALATION @ 3% PER YEAR (2026)		6%	\$210,825
<b>CONSTRUCTION SUBTOTAL</b>			<b>\$3,724,590</b>
SOFT COSTS (A/E DESIGN FEES, F.F.&E, INSPECTIONS)		15%	\$558,688
<b>TOTAL PROJECT COSTS BUDGET</b>			<b>\$4,283,278</b>

\*The cost estimates were prepared by BCI Architect’s third-party estimator, Robert Pass, of Robert Pass & Associates.



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## Project Budget Overview

### Option 1 – Renovation & Addition

Total Project Costs: \$42M

### Option 2 – New Construction

Total Project Costs: \$45M (Recommendation by Design Consultant, LFD, and CPM)

\*With \$4M utilized in Phase 1, Total Project Cost becomes \$41M

### Phase 1 – Site Development

Total Project Costs: \$4.3M

\*\$3.5M from 2024 Fund Balance + \$650,000 Prof Services = \$4,150,000 Available



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## Feasibility Study Overview

### Clear Plan Forward

Have our site and a path forward for a new facility and campus redevelopment

### Phase 1 Site Development

Moving forward to show commitment to this site and physical progress

### Documented Need

The study results confirm the critical need of additional facility space and site development

### Plan for Continuous Operation

LFD has procured proposals for (3) portable classroom units to remain functional during project



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# Questions?



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## Option 3 – New Construction on Rear Parcel



Parking: 20 Staff / 200 General    Driving Pad: 200'x200'    Bridge: 2 lane & Pedestrian



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# APPENDIX G - CONFERENCE MEMORANDUMS

Figure G.1: LFUCG Fire Training Facility and Space Needs Analysis Kickoff Meeting Agenda



## LFUCG Fire Training Facility and Space Needs Analysis Kickoff Meeting

### Agenda

June 12, 2024

#### **Item 1 Introductions & Housekeeping**

- Name
- Organization and Role on Project
- Communication Protocols
- Existing Plans and Previous Studies

#### **Item 2 Vision, Goals, and Objectives**

- What is the vision for Fire?
- What are the goals and objectives of the Study?
- What are the major dislikes and likes of existing training buildings?

#### **Item 3 Project Scope**

- Analyze Existing Building
- Stakeholder Interviews
- Programming
- Renovation/Expansion vs New Build
- Future Needs

#### **Item 4 Site Options**

- Existing Property
- Existing Survey and GIS or Utility Data for properties

#### **Item 5 Project Schedule**

- Review Schedule for 180 days.

#### **Item 6 Next Meeting, Interviews, and Facility Analysis**



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## Figure G.2: LFUCG Fire Training Facility and Space Needs Analysis Kickoff Meeting

CONFERENCE MEMORANDUM (KICKOFF MEETING)  
LFUCG FIRE TRAINING STUDY  
LEXINGTON, KENTUCKY  
PROJECT NO. 24057

Present: Josh Ives, LFUCG CPM  
Chief Jason Wells, Lexington Fire Department  
Chad Traylor, Lexington Fire Department  
Joey Harris, Lexington Fire Department  
Steven Buxton, Lexington Fire Department  
Shane Poynter, Lexington Fire Department  
J. Scott Whitt, Lexington Fire Department  
Dave Stapleton, Paladin Engineers  
Chris Kelly, Poage Engineers  
Eric Chambers, Brandstetter Carroll Inc.  
Jay Quillen, Brandstetter Carroll Inc.  
Jonathan Chesser, Brandstetter Carroll Inc.



June 12, 2024

This meeting was held as a kickoff meeting for the project. Mr. Chambers distributed the agenda and project approach. The agenda and sign-in sheets are attached for reference.

1. The group did introductions.
2. Mr. Ives discussed the previous feasibility study for the Fire Training Center done by BCI and how new circumstances will make this study differ from the original.
3. Mr. Chambers asked if there were any other drawings or studies that have been done for the facility. Mr. Ives stated he sent Mr. Chambers the plans for an additional building on the site carried out by another company.
4. Mr. Chambers asked the group who in the Lexington Fire Department should be the point of contact for the project. Chief Harris will be the point of contact with Chief Poynter being the point of contact on site. Mr. Ives noted wanting to be copied on any correspondence that takes place and that the point of contact for the city will be Ms. Sarah Donaldson. It was later noted that Captain Elam will be the point of contact for the Fire Department's facilities maintenance needs.
5. Mr. Chambers requested the group to discuss the success, vision, goals, and objectives for the project, and the likes and dislikes or positives and negatives of the existing building and location, and the following items were noted for each:

**Project Success:**

- A. Creating a training center that can sustain growth and future needs
- B. Creating a facility that reflects the accredited institution that is the Lexington Fire Department
- C. Creating a facility that assists in the recruitment and retention of the department

**Vision:**

- A. Increased size to 25,000 square feet – 30,000 square feet (currently have 16,000 square feet)
- B. Improved apparatus storage and layout
- C. Moving excess apparatus from other stations to the current site to alleviate the space needs of other stations
- D. A training facility with flexibility in mind
- E. Keeping the current training tower as is
- F. A facility that is used by all in the Lexington Fire Organization
- G. A facility that helps not only the department, but organizations in the region
- H. Double stacking bays with pull through capabilities
- I. An architecturally pleasant building
- J. An operable fire station to assist other stations
- K. Properly separated spaces for the health and safety of the firefighters

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**Goals & Objectives:**

- A. Review Existing MEP and structural infrastructure
- B. Optimize parking on the site
- C. Receive an updated survey
- D. Determine the best course of action with how the site interacts with the new town branch trail passing by the training center
- E. Identify the ideal site
- F. Identify the best option that gives the department the most for their money
- G. Access the site across the creek

**Likes/Positives of Existing Fire Training Center and Site Location:**

- A. The tradition of the building within the department
- B. The location is positive because of the type of training that undergoes here

**Dislikes/Negatives of Existing Fire Training Center and Site Location:**

- A. Limited access to the bay
  - B. Inability to change classroom sizes
  - C. Inadequate restrooms
  - D. Inadequate removal of fumes and waste
6. The next item was Project Scope. During the discussion the following items were noted:
- A. BCI will create schematic site plans and floor plans to assist the department in determining what the best course of action is for the site.
  - B. Paladin will investigate the MEP systems in the existing building and will assist BCI in what work is suggested in the report
  - C. Poage Engineers will investigate the structural components of the existing building as well as the bridge located on the site. They will also assist with the structural work of the schematic plans to assist the third-party cost estimator in making an accurate estimate.
  - D. A geotechnical survey will be conducted by the city to determine the condition of the current site.
7. The next item on the agenda was Site Review. During the discussion the following items were noted:
- A. There is an EPA concern towards the back of the site by the creek, Mr. Ives will work with the city's environmental team to determine if any action is necessary.
  - B. The city will acquire an updated survey and geotechnical investigation and will work with Poage on the number of borings for the geotechnical investigation. The survey will be updated by Endris Engineering.
  - C. The site also has a flood plain component that will need to be considered.
  - D. Mr. Ives stated the new Town Branch Trail will flow next to the training site and will have to be considered in the new schematic site plans. Mr. Ives will work to get the CAD files for the new trail and will send them to BCI.
8. The next item on the agenda was Project Schedule and the following items were noted:
- A. Mr. Chambers noted a 180-day schedule to complete the study.
  - B. Mr. Chambers noted that while the schedule appears to progress linearly, the actual process may happen organically at some points.
  - C. Mr. Chambers requested the group determine who will be interviewed about the training academy and annex building.
  - D. The group approved of the schedule.
9. Mr. Chambers will work with the design team to determine dates to start the review of the existing building. Mr. Chambers will send these possible dates to the group to determine the best day this should take place. Mr. Chambers will also interview department leaders and other staff to determine the program for the buildings.







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## Figure G.3: LFUCG Fire Training Facility and Space Needs Analysis - July 10, 2024 Conference Memorandum

CONFERENCE MEMORANDUM  
LFUCG FIRE TRAINING STUDY  
LEXINGTON, KENTUCKY  
PROJECT NO. 24057

Present: Josh Ives, LFUCG CPM  
Michael Kelly-Waller, Lexington Fire Department  
Joey Harris, Lexington Fire Department  
Kevin Deweese, Lexington Fire Department  
Shane Poynter, Lexington Fire Department  
Gerald Evans, Lexington Fire Department  
Dave Stapleton, Paladin Engineers  
Eric Chambers, Brandstetter Carroll Inc.  
Jay Quillen, Brandstetter Carroll Inc.  
Jonathan Chesser, Brandstetter Carroll Inc.



July 10, 2024

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This meeting was held to discuss the program for the Fire Training Center and the Annex building.

1. Mr. Chambers passed out the program sheets from the previous study for the Fire Training Center done by BCI to help the group think about what program the new buildings need.
2. Mr. Chambers noted most of the analysis of the existing building was completed last week during the investigation.
3. Mr. Chambers requested the group to discuss the desired program for the Fire Training Center and the following items were noted:
  - A. Bay Space:
    - i. 4 Double Stacked Bays, 80 ft long x 20 ft wide. The ability to drive-thru is preferred. Plymovent was requested for all bays with water, electricity, and drains like a typical station.
    - ii. Room for POV vehicles (3-4 pickup trucks).
    - iii. The roof system should have anchoring points for rappelling and rope training.
    - iv. The bays will also be used as a large auditorium space with a portable stage, tables, and chairs, so a storage area will be required.
  - B. Dirty Areas:
    - i. Gear Storage - 75 lockers min with room for growth, 100 lockers are preferred.
    - ii. Tool Room with a work bench.
    - iii. Decon/Laundry - Room for 2 extractors and 2 linear drying racks that would be 20 ft long. A regular washer and dryer were requested.
    - iv. SCBA Room - Cascade system and SCBA maintenance area for minor repairs. This will be separate from the Tool Area. Storage for 100 cylinders is needed and this room will require 24-hour access with an exterior access point.
    - v. Quartermaster Room for extra gear and equipment. The department is transitioning to use PS Tracks for their equipment and supplies. This room will require 24-hour access with an exterior access point.
    - vi. General Storage Room.
  - C. Fire Classrooms:
    - i. (2) 60-seat classrooms with dividing capabilities; room for tables and chairs.
    - ii. (2) 30-seat classrooms; room for tables and chairs.
    - iii. General Storage Room for tables and chairs.

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D. EMS Classrooms:

- i. (1-2) 45-60 seat classroom(s); these should be around 2700 sf.
- ii. (9) breakout rooms; these rooms should be around 360 sf each.
- iii. Simulation lab that is multipurpose; the lab should be around 25 ft x 25 ft. This room will be access controlled.
- iv. (5) Offices: 4 for Instructors & 1 for the Medical Director; space integrated into the offices for records storage was requested.
- v. Storage areas that are larger than 200 sf.
- vi. A climate-controlled storage area that is larger than 200 sf with an additional 200 sf cold storage area. These rooms will be access controlled.
- vii. A cadaver lab like what is present at BCTC.
- viii. Around 7,485 sf total is required by the EMS Department.

E. Fire Administration:

- i. Vestibule & lobby area; plenty of display space is needed for the Department's memorabilia with the possibility of displaying 1-2 historic trucks.
- ii. (1) Training Office.
- iii. (1) Admin specialist.
- iv. (1) Executive Officer.
- v. (1) AV Office; in a quiet area that could double as the media room; space for a laptop cart to be stored when not in use.
- vi. (1) Training Instructors Office with 12 workstations that are 8 ft x 6 ft in size.
- vii. (1) Conference room (20 seats, one large table).
- viii. Future office space for growth opportunities.
- ix. Recruiting & Hiring:
  1. (2) Recruiting Offices
  2. (1) Administrative Specialist Office
  3. (1) Background investigators office with 3 workstations that are 8 ft x 6 ft in size.
  4. Space for records storage that is secured.
  5. A smaller entrance for the public, specifically going to the Recruiting & Hiring department.

F. Training Center Support Spaces:

- i. A kitchen/small cafeteria; room to seat 40-50 people; a commercial kitchen for many people to work in; area to heat up lunches; 5 fridges – 2 for students, others in commercial kitchen.
- ii. A bunk room with 12 bunks.
- iii. Locker room with 120 half sized stacked lockers; 10-15 full restrooms with showers.
- iv. Staff locker room with 15 full-sized lockers; 2-4 full restrooms with showers. An area off the locker room will house washers and dryers with space for growth.

G. Wellness Center:

- i. A fitness area that is 6,000 sf is preferred for various fitness, testing, and training uses. This should have 24-hour access. If this is not doable, a 3,000 sf fitness area would be needed. If possible, access to the locker rooms & restrooms with showers is preferred.
- ii. A WPE/CPAT Building is needed that can handle 30-60 people at a time; The building could be around 75 ft x 50 ft; access to the locker room & restrooms with showers is preferred.
- iii. A rehabilitation area that is 2,000 sf – 3,000 sf; adjacent to the fitness room with limited access.

pg. 2







## ATTENDANCE

Project: LFUCG Fire Training Center Study Date: 7/10/24  
 Project No.: 24057 Time: \_\_\_\_\_

Name	Company	Phone / E-mail
Eric Chambers Jay Quillen Janetlan Chesser	BCI	echambers@bcicorp.com jqquillen@bcicorp.com jchesser@bcicorp.com
Dave Stapleton	Paladin	stapletond@paladin-inc.net
Shane Poyuter	Lexington Fire	poyuterj@lexingtonky.gov 859-351-9357
Michael Kelly-walker	Lexington Fire	Kellywm@Lexingtonky.gov 859-397-7735
Geantel Evans	Lex. Fire	EVANS9@Lexingtonky.gov 859-231-5616
Josh Ives	LFUCG CAM	jives@lexingtonky.gov 859.258.3930
Kevin Deweese	Lexington Fire	deweesek@lexingtonky.gov 859 705 3429
Joey Hen	Lam Fire	haming@Lexingtonky.gov 859 327-0554



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## Figure G.4: LFUCG Fire Training Facility and Space Needs Analysis - July 19, 2024 Conference Memorandum

CONFERENCE MEMORANDUM  
LFUCG FIRE TRAINING STUDY  
LEXINGTON, KENTUCKY  
PROJECT NO. 24057

Present: Josh Ives, LFUCG CPM  
Jason Wells, Chief, Lexington Fire Department  
Joey Harris, Lexington Fire Department  
Shane Poynter, Lexington Fire Department  
Josh Elam, Lexington Fire Department  
Chris Kelly, Poage Engineers  
Mark Zoller, Paladin Engineering  
Eric Chambers, Brandstetter Carroll Inc.  
Charlie Schneider, Brandstetter Carroll Inc.  
Jonathan Chesser, Brandstetter Carroll Inc.



July 19, 2024

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This meeting was held to discuss the program for the Fire Training Center and the Annex building.

1. Mr. Chambers passed out the existing facility condition analysis completed by BCI, Poage, and Paladin.
2. Mr. Schneider reviewed the highlights from the site and civil facility analysis and the following items were noted:
  - A. Mr. Schneider noted that with the Town Branch Trail coming to the site in the future, a lot of the observations and issues with the main entry to the site and border along Frankfort Pike will be eliminated.
  - B. Mr. Ives noted that the parking area to the East of the Fire Training Center is under an EPA convenient and would have to be worked through if any changes were made in that area.
  - C. Mr. Ives noted that the land across Town Branch Creek used to be a landfill, and that more information would need to be obtained from the geotechnical report to determine what areas could be an issue. Mr. Chambers questioned the status of the geotechnical report. Mr. Ives stated he sent out an RFP for Geotechnical Exploration Services and received three (3) proposals. He will review the three proposals and notify the group of which proposal will be selected.
  - D. Mr. Ives also noted that the geotechnical report will check for karst on the site. This is important to determine because the building is considered a Level 4 building for the City of Lexington. Mr. Ives will share the findings of the geotechnical report with the group when it is completed.
  - E. Mr. Schneider noted that the work on the Town Branch Trail includes a 60" reinforced concrete pipe (RCP) running from the trail towards Town Branch and suggested that it would make more sense for the pipe to run towards the flood plane to the right. Mr. Ives will review this suggestion and discuss it with the city engineers.
  - F. Mr. Ives noted that on the plans for the Town Branch Trail the main entrance for the Fire Training Center is moved down from its original location. After a discussion with the city engineers, it is likely that the entrance will no longer be relocated. Mr. Ives will confirm this with the city engineers and will update the group so that it is reflected in the schematic plans.
  - G. The group noticed the plans for the Town Branch Trail included a few new roads and the repaving of existing ones on the Fire Training Center's site. Mr. Ives will check with the city about the schedule of the trail's construction and pavement of roads as this will affect the operation of the training center.
3. Mr. Chesser reviewed the highlights from the architectural facility analysis and the following items were noted:
  - A. Mr. Ives questioned when the last time the roof was redone. The Fire Department will investigate their records to determine when the roof was last updated.

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- B. Mr. Chesser noted the lack of plumbing fixtures required by the building code inside the training center. Mr. Chambers stated the design team will work on occupancy counts for the schematic plans to determine the proper number of fixtures required in the building.
  - C. Mr. Chambers noted that an ICC-500 rated Storm Shelter is now required for the training center and that because of the requirements the storm shelter might have to be an addition to the building. Brandstetter Carroll will investigate this in the schematic plans and discuss with the group to determine the best course of action.
4. Mr. Kelly reviewed the highlights from the structural facility analysis and the following items were noted:
    - A. Mr. Kelly noted the overall structure of the building is in good condition. The end walls and interior CMU walls are the only structural walls in the building. This allows flexibility with the rest of the available space. The group was pleased to hear this information as it allows for more options in the schematic plans.
    - B. Mr. Ives questioned if curbs could be built on the building's roofs. Mr. Kelly stated it should be no problem adding curbs to the lower roofs but would have to check the higher roof. Mr. Kelly will be in contact with Mr. Ives and the rest of the group about this request.
    - C. Mr. Ives questioned the condition of the bridge crossing Town Branch Creek. Mr. Kelly stated that the bridge is in poor structural condition and would need to be replaced. Mr. Kelly also stated the abutments on the bridge could be reused but the height of the bridge will need to be determined based on the creek and flood plain requirements. Mr. Ives requested the Fire Department to determine what their heaviest piece of equipment is to determine the required loading of the bridge. Mr. Ives questioned how the estimating of a new bridge will be handled. Mr. Chambers stated Brandstetter Carroll and Poage will work with Robert Pass to create parameters for estimating the bridge to try to get the most accurate estimate. Mr. Ives approved of this plan.
  5. Mr. Zoller reviewed the highlights from the MEP facility analysis and the following items were noted:
    - A. Mr. Zoller noted the size of lines used for the plumbing in the building would need to be enlarged to accommodate any increased fixture count.
    - B. Mr. Ives noted all new city buildings are to be put on an automation system for lights, security systems, etc. Mr. Zoller will add this automation system into the MEP plans.
    - C. Mr. Zoller presented a few options for HVAC replacement for consideration based on current systems and equipment.
  6. Mr. Chambers review the scope of work for the study, and the following items were noted:
    - A. Mr. Chambers stated the design team will investigate two (2) options:
      - i. An all-new facility with the existing structure being removed.
      - ii. The existing structure being renovated and repurposed with an addition to the building.
    - B. Mr. Chambers stated the first round of schematic plans will focus more on the adjacencies of rooms to determine how the Fire Department wants the building laid out.
    - C. It was questioned if a new addition to the existing structure would be placed on the left or right side. Mr. Chambers stated that until a geotechnical report is obtained, it is unclear which side is a better option. For this first round of schematic plans there will be a floor plan showing an addition to each side of the existing structure. After a geotechnical report is received, one of the plans will be eliminated.
    - D. Mr. Ives noted that if it's decided the existing structure will remain, the design team should investigate renovating the façade so that the existing building and addition have a cohesive appearance and to also investigate roof screening to hide the roof top air units.
  7. Mr. Chambers asked the group if there were any comments on the revised program. The program was approved as revised and submitted. Brandstetter Carroll will start on the schematic floor and site plans.
  8. The meeting concluded. Mr. Chambers asked the group to review the assessment and offer any feedback, comments or changes.

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9. Mr. Chambers will be in touch with the group in about three (3) weeks once the initial schematic plans are completed.

*If you should disagree with any information contained herein, please kindly notify our office in writing within 10 days of receipt of this memorandum.*

*Jonathan Chesser* 08/19/2024  
Jonathan Chesser, Associate AIA  
Assistant Project Manager

Cc: Josh Ives  
Dave Stapleton  
Eric Chambers  
File

Joey Harris  
Mark Zoller  
Charlie Schneider

Shane Poynter  
Chris Kelly  
Jay Quillen



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Figure G.5: LFUCG Fire Training Facility and Space Needs Analysis - September 25, 2024 Conference Memorandum

**CONFERENCE MEMORANDUM  
LFUCG FIRE TRAINING STUDY  
LEXINGTON, KENTUCKY  
PROJECT NO. 24057**

**Present:** Josh Ives, LFUCG CPM  
Joey Harris, Lexington Fire Department  
Shane Poynter, Lexington Fire Department  
Eric Chambers, Brandstetter Carroll Inc.  
Johnathan Chesser, Brandstetter Carroll Inc.  
Jay Quillen, Brandstetter Carroll Inc.



**September 25, 2024**

This meeting was held to review and discuss the conceptual design options for the Fire Training Center. The following items were noted.

1. Mr. Ives advised the team that the Geotechnical field work has been completed and the report is underway. Expecting preliminary report towards the end of this week and final report in roughly seven to ten days.
2. Mr. Chesser reviewed the conceptual option #1 – a proposed renovation and expansion of the existing building.
  - A. Option #1 Site item comments:
    - i. Mr. Poynter asked if the grading related to the proposed public parking is proposed to be regraded to make the site flatter. Mr. Chambers advised that the focus for now will be on the adjacencies of programmatic items and the grading will be determined in a future phase once an option is selected.
    - ii. Mr. Poynter noted that they currently use the site for training purposes where we are proposing new parking. The team discussed and agreed that the following training areas are to be relocated to the back site lot near the training driving pad, Extraction Training, Wild Fire Training, Urban Search and Rescue Training.
    - iii. Mr. Harris and Mr. Ives noted that the east side of the site has a high-pressure gas utility, BCI will investigate this and update site plan for the proposed parking.
    - iv. Mr. Ives noted that the new bridge needs to be sized for two-way traffic and include a pedestrian walkway.
    - v. Mr. Poynter advised that the proposed apparatus parking will only need to accommodate a maximum of eight apparatus, some will be parked within the apparatus bays. The ones stored outside are typically parked along the curb line along the main access drive. Mr. Chambers asked if the proposed apparatus parking area could be used by public and staff for parking, dual purposed. The team decided to swap the proposed staff parking with the proposed apparatus parking.
    - vi. Mr. Harris asked how many apparatus bays are proposed, Mr. Chesser advised that five bays are currently planned.
    - vii. Mr. Chambers asked Mr. Ives if another bridge could be proposed to the west of the site to add more access to the back lot. Mr. Ives advised that this could be feasible and that another project nearby is adding a new bridge. BCI will update the conceptual plan to show this additional bridge.
  - B. Option #1 Floor plan comments:
    - i. Mr. Harris asked if any showers are proposed in the Decon area, Mr. Chambers advised that we will have an emergency shower and a few standard shower in the Decon area.
    - ii. Mr. Poynter asked to have the proposed staff and recruit lockers switched for better adjacencies for staff and recruits.

pg. 1

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- iii. Mr. Chambers pointed out the boundary for the proposed storm shelter area. Mr. Ives notes for the team that all new police and fire projects are required by code to have storm shelters.
  - iv. Mr. Harris asked if the staff locker room can be adjacent to the bunk rooms. Mr. Chesser agreed and will update the plan accordingly.
  - v. Mr. Ives suggested to the team to look at removing the walls at the cafeteria room and open it up to the adjacent corridors.
  - vi. Mr. Ives noted to look at an option for vertical operable partitions.
  - vii. Mr. Harris noted concern with not enough restrooms and showers near the gear locker room. Mr. Chambers suggested to look at adding additional space off the proposed Decon area. The team discussed adjacencies to the fitness room. BCI will look to reconfigure the floor plan to provide showers and restrooms near the Decon area.
  - viii. Mr. Chambers asked about the intent and adjacencies needed for the Rehabilitation Center, Mr. Poynter noted that it does not need to be directly off the fitness room and will be used for physical therapy.
3. Mr. Chesser reviewed the conceptual option #2 – a proposed new 2-story building option.
    - A. Option #2 Site item comments:
      - i. The team discussed an option to add additional parking on the west side of the proposed building.
      - ii. Mr. Ives noted to potentially look at shifting the building to the west to allow for more parking on the flatter areas of the site.
      - iii. Team discussed how outside training agencies can access the building from the training area to the west. Outside agencies will need access to the locker room showers, recruits will need access to the Decon area. BCI to add walkway to the Decon area from the west side training area.
    - B. Mr. Harris noted that the fire department is planning on a new building near the training tower for WBE (Work Performance Evaluation). Mr. Ives suggested the fire department review this as it could be combined within the proposed new building options.
    - C. Option #2 First Floor plan comments:
      - i. Mr. Chesser reviewed the plan and noted that additional restrooms and showers will be added near the Decon area, similar to comments on the option #1.
    - D. Option #2 Second Floor plan comments:
      - i. Mr. Ives asked if the fire department has any concern with the bunk rooms proposed on the second floor or do they prefer them on the first floor. Mr. Harris and Mr. Poynter will review and follow up with the team.
      - ii. Mr. Chesser reviewed the proposed future expansion/shell space to the northwest of the second-floor plan. Mr. Ives noted that it maybe more economical to add the second-floor shell space for future expansion now as opposed to later. The team discussed this and agreed to show this as shell space.
      - iii. Mr. Harris asked if the three offices on second floor can be relocated to the first floor along the exterior façade of the fitness center. BCI will update the concept accordingly.
  4. Mr. Chambers noted he will leave the hard copy prints of the two options and asked that the fire department review these and provide any comments by end of the week. We will start updating the options next week.
  5. Mr. Chambers noted that we will engage Robert Pass for a cost estimate after the next meeting to confirm the concepts are approved for estimating.
  6. A final presentation meeting will be in November.
  7. The meeting concluded. Mr. Chambers noted that the next meeting with the group will be in about three (3) weeks once the concept options are updated to setup another review meeting.

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If you should disagree with any information contained herein, please kindly notify our office in writing within 10 days of receipt of this memorandum.



10/01/2024

Jay Quillen  
Division Coordinator / Sr. Project Manager

Cc:     Josh Ives                             Joey Harris                             Shane Poynter  
          Dave Stapleton                     Mark Zoller                             Chris Kelly  
          Eric Chambers                     Charlie Schneider                     Jonathan Chesser  
          File



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Figure G.6: LFUCG Fire Training Facility and Space Needs Analysis - October 21, 2024 Conference Memorandum

CONFERENCE MEMORANDUM  
LFUCG FIRE TRAINING STUDY  
LEXINGTON, KENTUCKY  
PROJECT NO. 24057

Present: Josh Ives, LFUCG CPM  
Jason Wells, Lexington Fire Department  
Joey Harris, Lexington Fire Department  
Shane Poynter, Lexington Fire Department  
Eric Chambers, Brandstetter Carroll Inc.  
Charlie Schneider, Brandstetter Carroll Inc.  
Jay Quillen, Brandstetter Carroll Inc.  
Jonathan Chesser, Brandstetter Carroll Inc.



October 21, 2024

This meeting was held to discuss updates to the concepts for the Fire Training Center.

1. Mr. Chambers noted there are three (3) cost estimates from Robert Pass for the project. One (1) for the site, one (1) for the renovation and expansion option, and one (1) for the new build option. Mr. Ives stated City Council wants to try to allocate funding for phase one construction on the site and then allocate money during the next fiscal year for the building.
2. Mr. Chambers explained that today's meeting will primarily focus on the updates to the two proposed options. The following items were noted:
  - A. Option 1 – Renovation and Expansion option.
    - i. Site plan:
      1. Chief Poynter questioned the size of the driving pad shown on the plan. Mr. Chambers stated it should be around 250ft x 200ft. Chief Poynter stated he would compare it to the department's current driving pad to see if it could be smaller and add more parking. Mr. Schneider stated parking could be added to the driving pad with typical striping. Chief Poynter approved of this suggestion.
      2. Mr. Schneider noted the bridge as designed is at a low elevation and is the reason the flood plain is so high in the surrounding areas. Mr. Schneider noted that if a new one could be proposed at a higher elevation, the floor plain could be remediated. Mr. Ives stated a lot of work would have to be done to make it work, but that the suggestion is worth considering.
    - ii. First Floor plan:
      1. Chief Harris questioned if there was an option switching the locations of the kitchen and locker rooms based on previous discussions. Mr. Chambers stated no version shows the switch locations and that based on the previous meeting it was assumed the locker rooms should stay where they were and to add additional Decon lockers.
      2. There was discussion about mirroring the locker rooms with the bunk room or with the Rehabilitation area. It was noted that could be done but wasn't a priority at this time with the addition of the hallway leading back to the locker rooms. It was decided there needs to be doors to keep the public side from seeing folks going down that hallway. BCI will update the floor plan accordingly.
  - B. Option 2 – New Building Plan 2 story option.
    - i. Site plan:
      1. Mr. Schneider noted with option 2, the building is not cutting into the hill side as much which helps with the site's grading and the size of the retention wall.
    - ii. First Floor plan:

pg. 1

- 
1. Chief Poynter questioned if there would be an area outside the fitness for staff to workout outside. Mr. Chambers confirmed there would be an area outside for physical activity.
- iii. Second Floor plan:
    1. Mr. Ives questioned if it would be difficult to build the future shell space overtop the storm shelter on the first floor. Mr. Chambers stated it would not be difficult because it would be a new build and could be controlled.
    2. Mr. Ives questioned if when the shell space is filled in sometime in the future, if there would be enough plumbing fixtures for the number of rooms on the second floor. Mr. Chambers stated there would be enough code wise, but probably not enough in terms of convenience. Mr. Ives stated if the department reached this issue, more restrooms could probably be added over top of the first-floor locker rooms. The group agreed with this idea.
- C. Option 3 – New Building Plan 2 story option.
    - i. Site plan:
      1. Mr. Schneider went through the site concept and explained that with all the site's issues, it would be beneficial to investigate moving the training center to the back lot. The site has issues with grading, constrictions, and relocation of the forced water main that would be under the new building location. This feeds the treatment plan further northwest.
      2. Chief Poynter stated that moving the building would reduce the aesthetic of the site.
      3. Chief Harris stated moving the building would limit access to the site and will require the department to rely on the single bridge on the site too much. Mr. Quillen stated in this option, a second bridge would become important to add to the project. It was also noted that utilities would be required to be brought to the rear of the site.
3. Mr. Chambers reviewed the Cost Estimates, and the following items were noted:
    - A. Site:
      - i. Mr. Ives requested adding the site estimate to the two (2) building options. BCI will add the site estimate into the other building estimates.
      - ii. Mr. Ives requested a cost estimate for site option 3 and for it to include the cost to bring utilities to the building.
    - B. Renovation & Addition:
      - i. Mr. Ives questioned if the storm shelter was built into the estimate. Mr. Chambers stated the storm shelter was covered in the estimate, but not specifically noted.
    - C. New Build:
      - i. Chief Harris questioned if soft cost for phasing and keeping the facility operational was added into the estimates. Mr. Chambers stated that phasing was not covered in the estimate and would be a soft cost.
      - ii. Mr. Ives stated that even with the new build option having a higher cost estimate, the department could defend the option because of the efficiency gained with a new building and the increased lifespan of the building.
4. Mr. Ives stated the next steps were to review internally how to best present the information to City Council.
    - A. The presentation will consist of a PowerPoint with approximately ten (10) slides. First presented will be the site work, then the needed building space.
    - B. Mr. Ives stated his intention to present to the Administration prior to Thanksgiving and that is was fine to have the report come after the presentation.

- 
5. Chief Harris questioned if BCI would like information on what the department needs in a future support building for the cost estimate. Mr. Chambers stated it would help the cost estimate to know what the department needs. The following items were noted:
    - A. A metal building with five (5) bays is requested.
    - B. The building should have several restrooms for convenience.
    - C. A gear storage area for 50 people would be preferred.
  6. The meeting concluded. Mr. Ives noted that the next meeting with the group will be in the next few weeks and will be held virtually to discuss the presentation to City Council. Mr. Chambers stated he will discuss with Robert Pass adding to the cost estimate and BCI will update the plans and analysis of the building. BCI will also investigate some phasing options to present to the group.

*If you should disagree with any information contained herein, please kindly notify our office in writing within 10 days of receipt of this memorandum.*

 10/21/2024  
Jonathan Chesser, Associate AIA  
Assistant Project Manager

Cc: Josh Ives  
Dave Stapleton  
Eric Chambers  
File

Joey Harris  
Mark Zoller  
Charlie Schneider

Shane Poynter  
Chris Kelly  
Jay Quillen





LEXINGTON



RFP #16-2025

# Design Services | Phase 1 Site Development Fire Training Academy Campus

Lexington-Fayette Urban County Government

June 11, 2025



engineering | architecture | geospatial

GRW | 801 Corporate Drive Lexington, KY 40503 | 859.223.3999



engineering | architecture | geospatial

## Proposal

### Design Services

### Phase 1 Site Development

### Fire Training Academy Campus

### RFP #16-2025

### Lexington-Fayette Urban County Government

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Section 4.0 Similar Experience & References

Section 5.0 Work Plan & Approach to Project

Appendix LFUCG Forms and Required Documents

## COVER LETTER



GRW | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

859.223.3999 | www.grwinc.com

June 11, 2025

Ms. Sondra Stone  
Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

**Subject: Proposal | RFP #16-2025  
Design Services for Phase 1 Site Development Fire Training Academy Campus**

Dear Ms. Stone and Selection Team Members:

The Lexington-Fayette Urban County Government and the Lexington Fire Department are looking for an architectural and engineering design partner team to provide the professional services needed for Phase 1 Site Development at the Fire Training Academy Campus. The GRW project team has experience with all services that make the scope of the assignment – and we would very much like to be your partner for the delivery of this important project. **We have thoroughly reviewed your RFP document, and we stand ready and willing to enter into an agreement with LFUCG. We are committed to being the partner you need to make this project a success.**

**QUALIFICATIONS:** GRW has worked with many public safety agencies on fire, EMS, and emergency services agency projects related to their site development, parking and employee spaces, as well as offices, accommodations, and training spaces. In general, our team’s resume includes a strong background on public-safety-type projects like yours. This experience gives us a high level of readiness and awareness to help support your upcoming site development needs, while being prepared for the future. **See Sections 3.0, Team & Resumes, and 4.0, Projects.**

**LEADERSHIP & UNDERSTANDING:** With GRW, you will get a team led by professionals who regularly work with first responders (**See Section 3.0**). They understand the importance of these vital spaces and the need for efficiency and resiliency. Our teams regularly work with clients from a practical, patient, and flexible point of view. Cost control also is always on the front of our minds. We’ll listen to all stakeholders and offer guidance as we help you make future decisions for your site related renovations and upgrades at the Fire Training Academy Campus. **Learn about GRW’s approach, as well as initial project thoughts in Section 5.0, Work Plan.**

**CAPACITY:** GRW’s in-house services offer a significant technical advantage. When you select GRW, you get single-source responsibility for all design disciplines, including architecture, structural, civil, mechanical, electrical, and plumbing. By delivering these services with complete integration, we can help expedite design schedules and provide a high level of overall cohesiveness. As a betterment to the department the GRW team will bring together multiple WBE’s to work towards the LFUCG procurement goals including Element Design, CDI, and Connico to provide Landscape Architecture, Bridge Engineering, and Third Part Estimating. All teammates with relevant and existing relationships with GRW and LFUCG. **See Sections 2.0 and 3.0 for more information.**

**WE ARE COMMITTED TO YOUR SUCCESS:** Finally, we fully understand the importance of gaining your respect, proving our worth, and being there long after your project is completed. We welcome the opportunity to meet and present for your consideration our additional ideas and concepts for the successful completion of your project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Aaron Nickerson'.

Aaron Nickerson, AIA, CID, LEED Green Asc.

Sr. Vice President

anickerson@grwinc.com

(o) 859.880.2267 | (D) 859.880.2267 | (c) 859.317.1044



## **SECTION 1.0**

### Company Information, History & Key Facts

# 1.0 Company Information, History & Key Facts

In this first section, we outline information about our firm’s history, management, accomplishments, partnerships/alliances, pending litigation, number of employees, customer satisfaction, training program, QA/QC program, and conflict of interest response.

## GRW History

GRW is a Kentucky-owned, Kentucky-based multidiscipline architectural, engineering, and planning firm with more than 60 years of experience. Our firm includes a building design studio with architectural professionals, as well as electrical, mechanical, structural and civil/site engineers and technicians. Our vast project experience includes design for federal, local and state governments, and commercial markets. Our experienced, customer-focused team delivers award-winning, highly functional projects. Our firm’s more than 170 professionals serve regional and national clients from offices in Kentucky, Indiana, West Virginia, and Tennessee

## Key GRW Management Members

President	Chris Hammer, PE
Secretary	Rob Hench, GISP
Treasurer	Charles Baker
Principals	GRW is an employee-owned firm with more than 170 staff members, including 33 principals representing all firm disciplines.

## Conflict of Interest Statement

GRW confirms it has no conflicts of interest in providing professional services for the LFUCG’s proposal project. **Further, our employee handbook requires that** “GRW Employees are expected to use good judgement, adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between an employee’s personal interests and those of the Company. A conflict of interest exists when the employee’s loyalties or actions are divided between the Company’s interests and those of another, such as a competitor, supplier, or client. We require that all employees avoid both the fact and the appearance of a conflict of interest. We request employees unsure whether a certain transaction, activity, or relationship constitutes a conflict of interest to discuss it with their immediate supervisor for clarification. You must seek and obtain any exception to this guideline in writing by the Company President.”

## Major Accomplishments

The quality of our work is further demonstrated in the numerous awards our projects have won, both on national and state levels. GRW has received a total of more than 85

awards for its projects to date. Our projects receive awards from the American Institute of Architects, the American Council of Engineering Companies, the U.S. Air Force, the U.S. Army Corps of Engineers, and the U.S. Environmental Protection Agency. Our firm's history also includes several prestigious, national rankings such as Building Design and Construction's Giants 300 report, Top Engineer-Architect Firms in design and construction.

## Alliances, Partnerships & Pending Litigation

GRW Aerial Surveys and Chapman Technical Group are wholly owned subsidiaries of GRW.

Bromley Pump Station (Non-Owner Lawsuit). During construction in 2023, a contractor safety accident occurred resulting in a contractor citation from OSHA. Multiple parties have been named in a subsequent lawsuit. The matter is ongoing but not anticipated to have a significant or material impact for GRW.

## Customer Satisfaction Tracking

GRW uses several methods to track and to monitor customer satisfaction for our wide variety of clients, including formalized Past Performance Questionnaires, as well as less formal self-administered surveys and CRM software systems. GRW is prepared to share our satisfaction tracking procedures program upon request.

## Training Program & Quality Control Program

GRW is dedicated to maintaining a well-trained team of professionals, who adhere to our well-established QA/QC program. Details about the steps GRW takes to ensure quality performance are outlined throughout our proposal. GRW’s program documents can be shared upon request.

## Number of Employees and Employee Types

GRW employs more than 170 professionals, including 120 professionals in its corporate offices in Lexington, KY; branch offices are in Louisville, Ft. Mitchell, KY; New Albany, IN; Indianapolis; Nashville and Knoxville, TN; and St. Albans and Buckhannon, WV. In addition to administrative personnel, GRW employees the following employee types: architects and architectural designers; mechanical engineers; electrical engineers; structural engineers; civil and site engineer; transportation engineers; CADD technicians; construction management / observation; geospatial specialists and surveyors.



## **SECTION 2.0**

### General Firm Qualifications, Capacity & Location

## 2.0 General Firm Qualifications, Capacity & Location

The Lexington-Fayette Urban County Government can count on GRW to successfully complete the Phase 1 Site Development Design Services for the Fire Training Academy Campus. Our firm in combination with our carefully selected subconsultants are local and familiar, we have the capacity to meet your needs and schedule every step of the way, and we have the proven capabilities and creativity to provide every service you require.

### Location

GRW intends to perform all work for your project from its Lexington, KY, headquarters, across from Beaumont Centre. All GRW’s subconsultants have an office based in Lexington, Louisville, or near Cincinnati.

next 12-24 month period to remain stable, with active design projects equivalent to 70 percent of total capacity. On that basis, we anticipate a reserve capacity allowing us available capacity to successfully execute this project.

### Capacity: Ability To Meet Required Deadlines

GRW has personnel available to successfully complete this project within your schedule, and we are prepared to commit the time and resources required for successful completion of our services in a timely manner. We also have backup personnel for each discipline in our Lexington office, if needed. As a full-service architecture, engineering, and geospatial consulting firm, GRW has a staff of more than 170 employees (120+ in Kentucky) representing a wide range of disciplines. We expect our workload for the

### Background & Ability To Perform

As a Kentucky-owned, Kentucky-based multidiscipline architectural, engineering, and planning firm with nearly 50 years of experience, GRW has the exact experience with the design of new buildings of all types – **with a strength in the design of mission-critical facilities that require a degree of security as well as comfort, efficiency and utility.** Our firm also has led projects involving site development, building renovations, expansions and other upgrades for federal, local and state governments, as well as commercial markets. A few examples are shown below.

#### Ohio National Guard Reserve Center and Field Maintenance Shop Complex

<b>Owner’s Budget:</b> \$23,351,000	<b>Scheduled Months for Construction Activities:</b> 24 months
<b>Architect’s Estimate:</b> \$22,507,690	<b>Actual Months for Construction Activities:</b> 26 months
<b>Total Contract Award:</b> \$13,938,000	

#### Jeffersontown, KY, Fire & EMS Station #54

<b>Owner’s Budget:</b> \$8,000,000	<b>Scheduled Months for Construction Activities:</b> 16 months
<b>Architect’s Estimate:</b> \$7,947,286	<b>Actual Months for Construction Activities:</b> 21 Months
<b>Final Contract Total:</b> \$7,740,985	(Construction Delivery was delayed by 3 months for jurisdictional reviews and delays)
<b>Awarded Bid:</b> \$7,350,000 (*DPO Tax Savings included)	

#### Northpoint Training Center Replacement, Burgin, KY

<b>Owner’s Budget:</b> \$16,500,000	<b>Scheduled Months for Construction Activities</b> *18 months
<b>Architect’s Estimate</b> \$16,443,319	<b>Actual Months for Construction Activities</b> 18 months
<b>Total Contract Award:</b> \$16,176,507	

\* This was a fast-track project. It was bid in six bid packages allowing contractor to break ground and complete site utilities, foundations, building envelopes before winter weather.

#### Indiana National Guard Combat Team Readiness Center

<b>Owner’s Budget:</b> \$14,000,000	<b>Scheduled Months for Construction Activities</b> 13 months
<b>Architect’s Estimate:</b> \$14,000,000	<b>Actual Months for Construction Activities</b> 15 months
<b>Total Contract Award:</b> \$14,146,000	(contractor issues outside control of architect)

## Services

GRW offers you access to a full-service building design studio, with architectural professionals supported by an in-house team of electrical, mechanical, structural and civil/site engineers and technicians. A small sample of the building design services GRW regularly provides:

### **Architecture**

- Space Utilization Studies
- Building Design (from Military and Municipal, to Educational and Commercial)
- Sustainable Design
- Life Safety
- ADA Compliance Studies
- AT / FP
- Construction Administration
- Cost Estimating

### **Mechanical**

- HVAC and Plumbing
- Energy Management Control Systems
- Energy Audits
- Fire Protection/Life Safety
- Air Pollution Control

### **Civil**

- Site Development
- Parking
- Storm Drainage

### **Electrical**

- Computer Networking, Wiring and Design
- Communications & CATV
- Fire Alarm & Security Systems
- Lighting (Exterior, Interior) CCTV Systems

### **Structural**

- Building Structures
- Foundations
- Manufacturing Supports





## **SECTION 3.0**

### Project Team & Resumes

### 3.0 Project Team & Resumes



For your project, GRW has assembled a team of professionals with specific experience critical to the successful design of public safety work. These individuals' education and related experience are described in the resumes that follow the table below illustrating the roles each key team member will play in your project. Project profiles in Section 4.0 identify past collaboration among these team members.

Fire Training Campus   GRW Design Team Organization		
Team Member	Firm	Role on the LFUCG Project
Aaron Nickerson, AIA, CID, LEED Green Asc.	GRW	Principal / Public Safety Architect
Roderick Saylor, PE	GRW	Project Manager / Site Development
Seth Mittle, PE	GRW	Hydraulic Analysis/HEC-RAS
Jake Rose	GRW	Civil Designer
Ramona A. Fry, RLA, LEED BD+C	Element Design (WBE)	Landscape Architect
Jason Schreckenber, PE, SE	CDI (WBE)	Bridge Engineer
Patrick Baisden, PE	GRW	Electrical Engineering (Lighting, Telecom., Utility)
Cory Sharrard, PE, LEED AP	GRW	Mechanical Engineer (Systems/Utility)
Matt Craig, PE, SE, LEED AP	GRW	Structural Engineer
Kevin Phillips, PLS	Endris	Surveyor
Charl J. Nesor, MRICS	Connico (WBE)	Third-Party Cost Estimator

Subconsultant past collaboration with GRW	
	<i>Landscape Architecture:</i> LFUCG Division of Water Quality Office; Jeffersontown/Bluegrass Commerce Park (multiple phases)
	<i>Surveys:</i> EKU, City of Corbin, KY; multiple horse racetrack projects, Morehead State University, multiple commercial site development projects, Frankfort Plant Board, LFUCG, Jeffersontown Fire
	<i>Cost Estimating:</i> LFUCG Police Dept feasibility study; LFUCG Division of Water Quality Office; Nashville, TN, Public Works projects
	<i>Multiple Services:</i> Commonwealth of Kentucky/DJJ Renovation; KYTC, Louisville MSD (multiple projects, e.g., Admin Building improvements, Detention facilities)



**Aaron Nickerson, AIA, LEED Green Asc. GRW Principal**

**YEARS OF EXPERIENCE:**  
With GRW: 19 | Total: 20

**EDUCATION**

Bachelor of Architecture (with honors), 2006, University of Kentucky; Master of Architecture, 2007

**REGISTERED ARCHITECT:** KY, TN, IN, WV, FL, NY, WA, DE, AR, DC, KS

**RELEVANT PROJECT EXPERIENCE**

**Jeffersontown Fire & EMS Station #54, Jeffersontown, KY** – Project Manager. Complete A/E design services for new 17,500 SF city Fire and EMS.

**Nicholasville Fire Station No. 4, Nicholasville, KY** – Project Manager. Programming, facility needs assessments, A/E design, and construction phase services for new 6,825 SF fire station.

**Winchester Fire & EMS District-Wide Facility Study & New Fire Station Design, Winchester, KY** – Project Manager.

**Frankfort Plant Board Administration Building, Frankfort, KY** – Project Manager. New three-level, 46,000 SF administration building on 30-acre site

**McHenry Fire Station, McHenry, KY** – Project Manager. Planning, design, and construction phase services for one-story, 3,500 SF fire station.

**Lexington Town Branch Dewatering Pump Station, Lexington, KY** – Architect.

**Blue Grass Army Depot Visitor Control Center and Battlefield Memorial Highway Revisions, Richmond, KY** – Architect. Revisions involved removing, closing, and relocating VCC to current parking lot entrance, as well as widening and providing KYTC-required improvements, such as new traffic signals, warning signals, and revised signage to U.S. 421 at new entrance. VCC structures, signage, fencing, utilities, pavement, and pedestrian facilities included.

**Ohio ARNG Joint Armed Forces Reserve Center and Field Maintenance Shop Complex, Springfield, OH** – Architectural Designer. Project Planning Document Charrette and design for new LEED Silver Certified 85,865 SF complex



**Roderick Saylor, PE GRW Project Manager**

**YEARS OF EXPERIENCE:**  
With GRW: 20 | Total: 20

**EDUCATION**

B.S., Civil Engineering, 2006, University of Kentucky

**REGISTRATION:** KY, FL, IN, OH, KS, MD, NY, NE, TN

**RELEVANT PROJECT EXPERIENCE**

**National Responder Preparedness Center Site Expansion, Greenville, KY** – Project Manager. Included paving, drainage, and fencing improvements, as well as new access road and driving course.

**Jeffersontown Fire & EMS Station #54, Jeffersontown, KY** – Civil Engineer. Site design services for new 17,500 SF city Fire and EMS station.

**Fort Campbell Firefighting and Rescue Training Facility, Fort Campbell, KY** – Project Manager. Included helicopter concrete pad for aircraft; concrete foundation for multistory training building; large staging/parking area; and two small infiltration basins.

**Frankfort Plant Board Administration Building, Frankfort, KY** – Civil Engineer. New three-level, 46,000 SF administration building on 30-acre site

**Kentucky Fire Commission/Kentucky ARNG Master Plan for Fire Center for Excellence, Greenville, KY** – Civil Engineer. Plan and cost estimates incorporated variety of emergency training scenarios as well as road network, driving course, and storage facilities.

**The Fountains at Palomar Mixed-Use Site Development, Lexington, KY** – Project Manager. 118,466 SF, mixed-use site.

**McDonald's Site Development** – Project Manager/Principal. Site development for more than 100 McDonald's restaurants in Kentucky, Indiana, and Ohio. Biofiltration or underground detention for most

**Ohio ARNG Joint Armed Forces Reserve Center and Field Maintenance Shop Complex, Springfield, OH** – Civil Engineer. Site work included extension of utilities from adjacent base, grading, drainage and stormwater detention, perimeter fencing and entry point control, parking and access roads.



## Seth Mittle, PE

GRW Civil Engineer

**YEARS OF EXPERIENCE:**

With GRW: 3 | Total: 16

**EDUCATION:** B.S., Mining Engineering, 2010, University of Kentucky

**REGISTRATION:** KY, VA, WV, OH, TN

**RELEVANT PROJECT EXPERIENCE**

**Kenton County School District Transportation & District Support Facility, Fort Wright, KY**

– Project Engineer. New approximately 80,578 SF transportation and support facility.

**Bowling Green Parks & Recreation Lovers Lane Soccer Field, Bowling Green, KY** – Project Manager. Field survey, site layout, grading and drainage plans, and estimate of total construction cost.

**East Kentucky Power Cooperative J.K. Smith Security Improvements, Winchester, KY** – Project Engineer. Grading, drainage and site layout.

**Eastern Kentucky University Kit Carson Drive Crosswalk Improvements, Richmond, KY** – Project Manager. Traffic calming.

**Kentucky Fish & Wildlife Statewide Rifle Range Retrofit and Improvements, Frankfort, KY** – Project Manager.

**Lexington Lane Allen Sidewalk Connectivity Project, Lexington, KY** – Project Manager. 6,000 LF.

**Ravenna Stormwater Improvements, Ravenna, KY** – Project Engineer.



## Jake Rose

GRW Civil Designer

**YEARS OF EXPERIENCE:**

With GRW: 5 | Total: 5

**EDUCATION:** B.S., Landscape Architecture, 2020, University of Kentucky

**RELEVANT PROJECT EXPERIENCE**

**Jeffersontown Fire & EMS Station #54, Jeffersontown, KY** – CADD Designer.

**Camp Lemonnier Renovate Storm Sewer Drainage, Camp Lemonnier, Djibouti** – CADD Designer. Camp is about 572 acres

**National Responder Preparedness Center Site Expansion, Greenville, KY** – CADD Designer.

**Eastern Kentucky University Kit Carson Drive Crosswalk Improvements, Richmond, KY** – CADD Designer.

**Kenton County School District Transportation & District Support Facility, Fort Wright, KY** – Landscape Architect.

**Kentucky Fish & Wildlife Statewide Rifle Range Retrofit and Improvements, Frankfort, KY** – Landscape Architect.

**Lexington Lane Allen Sidewalk Connectivity Project, Lexington, KY** – Landscape Architect.

**McDonald's Site Development** – CADD Designer.



## Ramona Fry, RLA,

ASLA, LEED AP BD + C

Landscape Architect

**YEARS OF EXPERIENCE:** 25

**EDUCATION:**

University of Kentucky Bachelor of Science in Landscape Architecture

Idaho State University Bachelor of Arts in Education

**REGISTRATION:** Landscape Architect – Kentucky, #661

Ramona's professional experience includes master planning, site design and development, preparation of construction documents and contract administration, with a great emphasis in larger scale planning and design for parks and higher education and municipalities.

**RELEVANT PROJECT EXPERIENCE**

**National Responder Preparedness Center (NRPC) Classroom Building & Model Fire Station**

NRPC Campus Master Plan

NRPC Drill Tower

NRPC Maintenance Building

NRPC Dormitory Building

**Lexington Division of Water Quality Facility**

Lexington Senior & Therapeutic Center

Lexington Senior Center

Lexington Police Canine Facility

Lexington Phoenix Park Renovation



**Jason Schreckenber**  
PE, SE

CDI Structural Engineer

**YEARS OF EXPERIENCE:**

Total: 27

**EDUCATION**

B.S., Civil Engineering, Southern Illinois University – Edwardsville

**REGISTRATION** KY, AL, IL, IN, MO, OH  
Structural Engineer – IL

**RELEVANT PROJECT EXPERIENCE**

**I-44 over Jefferson Avenue, MO DOT, St. Louis, MO** -Project Manager. Single span steel plate girder bridge with MSE walls. Design included accommodations for a future bridge raise to meet vertical clearance requirements for a future rail line.

**St. Clair County Rieder Road over FAI-64 | Shiloh, IL** – Structural Engineer/PM. Prepared structural design computations & final plans for two-span bridge over I-64.

**Northbound & Southbound US 67 (Lindbergh Blvd.) over I-270 | Hazelwood, MO** – Structural Engineer. Design-build project (Millstone-Weber/Parsons team) Included replacement bridge for northbound and southbound US 67 over I-270. Southbound bridge incorporated a multiuse path, ornamental fencing and decorative lighting along the west side of the structure.



**Patrick Baisden,**  
PE, LEED AP BD+C, RCDD  
GRW Electrical Engineer

**YEARS OF EXPERIENCE:**

With GRW: 16 | Total: 28

**EDUCATION:** B.S., Electrical Engineering, 1997, University of Kentucky

**REGISTRATION:** KY, IN, WV, OR, NM, SC, TN, VA, NY; Registered Communications Distribution Designer

**RELEVANT PROJECT EXPERIENCE**

**Jeffersontown Fire & EMS Station #54, Jeffersontown, KY** – Electrical Engineer..

**Nicholasville Fire Station No. 4, Nicholasville, KY** – Electrical Engineer.

**McHenry Fire Station, McHenry, KY** – Electrical Engineer.

**Whitestown Fire Station Renovation, Whitestown, IN** – Electrical Engineer.

**Winchester Fire & EMS District-Wide Facility Study, Winchester, KY** – Electrical Engineer.

**Lexington Police Training Academy Feasibility Study, Lexington, KY** – Electrical Engineer.

**Lexington Upper Cane Run Wet Weather Flow Storage (2.0 MGD) and Pumping (8.5 MGD) Facilities, Lexington, KY** – Electrical Engineer.

**Lexington Division of Water Quality Headquarters & Operations Center Renovation/Refit, Lexington, KY** – Electrical Engineer.



**Cory Sharrard, PE,**  
LEED AP  
GRW Mechanical Engineer

**YEARS OF EXPERIENCE:**

With GRW: 6 | Total: 26

**EDUCATION**

B.S., Industrial Technology, 1996, Murray State University

B.S., Mechanical Engineering, 1998, University of Kentucky

**REGISTRATION:** KY, IN, OH, WV, NY, FL, TN

**RELEVANT PROJECT EXPERIENCE**

**Jeffersontown Fire & EMS Station #54, Jeffersontown, KY** – Mechanical Engineer.

**Winchester Fire & EMS District-Wide Facility Study, Winchester, KY** – Mechanical Engineer.

**Lexington Division of Water Quality Headquarters & Operations Center Renovation/Refit, Lexington, KY** – Mechanical Engineer.

**Lexington Police Training Academy Feasibility Study, Lexington, KY** – Mechanical Engineer.

**Lexington Town Branch Dewatering Pump Station, Lexington, KY** – Mechanical Engineer.

**Kenton County School District Transportation & District Support Facility, Fort Wright, KY** – Mechanical Engineer.

**Berea College Facilities Maintenance and Auxiliary Maintenance Buildings, Berea, KY** – Mechanical Engineer.



**Matt Craig, PE, SE,  
LEED AP**

GRW Structural Engineer

**YEARS OF EXPERIENCE:**  
With GRW: 17 | Total: 35

**EDUCATION**

B.S., Mechanical Engineering, 1990, The Ohio State University  
M.S., Engineering (Focus on Structural), 1994, Purdue University

**REGISTRATION:** AL, FL, GA, IN, KY, MD, MI, MO, MS, NC, NE, OH, PA, SC, TN, TX, VA, WI, WV; & IL (Structural)

**RELEVANT PROJECT EXPERIENCE**

- Fort Campbell Firefighting and Rescue Training Facility, Fort Campbell, KY** – Structural Engineer.
- Frankfort, KY, Plant Board Administration Building** – Structural Engineer.
- Lexington Town Branch Wet Weather Flow Storage & Pumping Facilities** – Structural Engineer.
- Lexington Division of Water Quality Headquarters & Operations Center Renovation/Refit, Lexington, KY** – Structural Engineer.
- Frankfort Plant Board Headend Telecommunications Facility, Frankfort, KY** – Structural Engineer. 6,725 SF facility is hardened structure (reinforced walls and roof assemblies)
- Fort Knox Warriors in Transition Headquarters Building, Fort Knox, KY** – Structural Engineer. Design-build of 7,000 SF zero energy ready
- Martin Campbell Field Improvements, Copperhill, TN** – Structural Engineer.



**Kevin Phillips, PLS**  
Endris - Surveyor

**YEARS OF EXPERIENCE:**  
Total: 28

**EDUCATION**

University of Kentucky (1986-88)

**REGISTRATION:** Professional Land Surveyor (#3350, Kentucky)

**SURVEY EXPERIENCE WITH GRW:**

- EKU - Bypass Survey
- Corbin, KY -Masters Street Sidewalks
- Morehead State University Jet Propulsion Lab Antenna Relocation
- LFUCG - Polo Club Boulevard Survey
- Frankfort Plant Board Administration Building Site Evaluation

**RELEVANT PROJECT EXPERIENCE**

- Over 700 ALTA Land Title Surveys**
- Over 1,100 Topographic Surveys**
- Over 450 Property Surveys (excluding the boundary surveys performed as ALTA Surveys)**
- Surveying for Highway Design and Commercial Site Design**
- Survey Crew Party Chief and Operator of Robotic and GPS Surveying Instruments**
- AutoCAD and Carlson Survey Operator**



**Charl J. Nesor,  
MRICS**

Connico - Cost Estimator

**YEARS OF EXPERIENCE:**  
Connico: 7 | Total: 44

**EDUCATION**

B.S., Quantity Surveying, University of the Free State, South Africa | 1981

**CERTIFICATION**

- Member, Royal Institution of Chartered Surveyors (MRICS) #1279586 | 2008
- RELEVANT PROJECT EXPERIENCE**
- Nemo Bridge Maintenance, Metropolitan Government of Nashville, TN** - included two-way vehicle elements, bridge & roadways
- Downtown Nashville Parking Garage, Nashville Metro, TN**, included two-way vehicle elements, and roadways
- Parking and Roadway Improvements, Wilmington International Airport, NC**, included roadways and parking lots
- Consolidated Rental Car Facility Area Planning, San Francisco International Airport, CA**, include six-level ready return parking lot, roadways, pedestrian & vehicle bridge
- John Brantley Boulevard Extension, Raleigh-Durham International Airport, NC**, included parking, bridges & roadways
- Knoxville Central Station Transit Center, Knoxville, TN\***, which included elevated pedestrian bridge
- Chatham County Courthouse and Welcome Center, Savannah, GA\***, which included parking and roadways

\*project with former employer



## **SECTION 4.0**

### Similar Experience & References

## 4.0 Similar Experience & References

The following project profiles provide evidence of our ability to successfully complete similar renovation/design projects. **GRW client references – including contact information and cost information – accompanies each project profile.**

Jeffersontown Fire Department

### Jeffersontown Fire & EMS Station #54, Jeffersontown, KY

GRW provided full A/E design services – architectural, civil/site, landscape architecture, mechanical, electrical, and structural – for the new 17,500 SF Jeffersontown Fire and EMS Station #54 project. Jeffersontown, KY, is about 15 miles east of Downtown Louisville.

The facility consists of two-story fire house, accessory 3-bay garage building, storage building, and full site development design to meet the owner’s growing department.

Site / Civil utilities included and extensive underground stormwater detention, oil/water interceptors, heavy duty concrete drives, and a sanitary lift pump system. New gas and utility distribution, and a building-wide 300KW/375KVA standby diesel generator were included as well.

The projects landscape architecture included privacy fencing and landscaping design to relate to the adjacent neighborhood and community. Sidewalk extensions, right of way analysis and signaling opportunities were reviewed.

The fire house has dorms, office, decontamination areas, three pull through apparatus bays (accommodates seven vehicles), and an ICC-500 compliant tornado shelter. High speed four-fold and vertical track apparatus doors are utilized. Bay is provided with air and power drops, water reels for maintenance and cleaning, plus five bay diesel exhaust systems.

**Project Size:** 17,500 SF, two-story fire house, accessory 3-bay garage building, storage building, full site development.

**Estimated & Actual Cost:** \$7,947,286/ \$7,740,986

**Key Team Members from Table:** Aaron Nickerson, Roderick Saylor, Patrick Baisden, Cory Sharrard, Jake Rose

**CLIENT CONTACT:** Joey Klumb, Assistant Fire Chief, Jeffersontown Fire Department, (502) 817-7985, jklumb@jeffersontownfire.com



**"This fire station will improve response times in this community. It's [designed to] blend in with the surrounding community. We want it to be a community fire station. We thank GRW for coming up with this design, giving us a fire station we can be very proud of."**  
 Jeffersontown Fire Department Chief Sean Dreisbach

Commonwealth of Kentucky / Kentucky Community & Technical College System

## National Responder Preparedness Center Fire Training Center & Campus Master Plan, Greenville, KY



The National Responder Preparedness Center is envisioned to be a fully functional fire training academy serving the

Commonwealth. Ultimately it will include a fire training station, classroom building, training / maneuvering pad, dormitory building, and training modules for a variety of types of fire training. Element provided the site design and civil engineering for the proposed fire training station and burn tower for the new campus and also assisted with the preparation of an overall site master plan for the future campus build out.

A few scope elements include:

- Site design and civil engineering to bring new utility service to the site, including sanitary sewer, domestic water and fire protection water, and storm water management.
- Site design including design for a new pad for the Fire Training Drill Tower and planning for the installation of future training props.
- Site grading, retaining wall, training pad behind the new fire station, outdoor gathering space, vehicular pavements, walkways and circulation.

**CLIENT CONTACT:** Pat Thompson Fire Recruiter, KCTCS, pat.thompson@kctcs.edu



Kentucky Division of Engineering & Contract Administration

## National Responder Preparedness Center Site Expansion, Greenville, KY

The Kentucky Division of Engineering and Contract Administration and the Kentucky Fire Commission selected **GRW** to design the National Responder Preparedness Center (NRPC) fire training pad at the Wendell H. Ford Regional Training Center (WHFRTC) in Greenville, KY. GRW previously prepared the master plan for the NRPC, which provides a variety of highly specific first responder training programs. A key feature is a 300-foot by 420-foot concrete pad training pad, for an anticipated driving course; an access road was also included. The skills pad and roadway were successfully constructed on a mine spoils site that was up to 30 feet deep with minimal removal of poor mine

spoils subgrade. GRW also provided building, site, stormwater and signage permitting. These features assist the NRPC in positioning itself to offer high-quality training for fire fighters in the State of Kentucky.

**Project Size:** 300-foot by 420-foot concrete training pad

**Estimated & Actual Cost:** \$1,800,000/\$1,300,000 cost

**Team Members from Section 3.0 Table:**

Roderick Saylor, Jake Rose

**CLIENT CONTACT:** Dwayne Brown, Project Manager, Kentucky Division of Engineering & Contract Administration, (502) 782-0315, dwayne.brown@ky.gov

U.S. Army Corps of Engineers, Louisville District

## Fort Campbell Firefighting and Rescue Training Facility, Fort Campbell, KY



"The Fort Campbell Fire Department, USACE, and the contractor all worked well with each other in making timely decisions to quickly resolve any issues that arose. This project was excellent. It couldn't have been completed were it not for the efforts of all persons involved." Jerry Chandler, U.S. Army COE Project Manager

To provide training in firefighting and rescue operations, the U.S Army installation at Fort Campbell, KY, constructed a Firefighting and Rescue Training Facility. The 3.45-acre site includes a multi-purpose helicopter trainer known as the A-500 Chinook Fire Trainer, a three-story control building, and a 200,000-gallon liquid propane tank.

GRW served as the contractor's lead designer for this design-build project. Engineering services included the **design of a concrete pad for the helicopter; a concrete foundation for the training building; and a large staging area, including two fire hydrants and vehicle parking.** GRW also has designed two small infiltration basins to assist in reducing the volume of stormwater in the area.

The pre-fabricated control building includes rappel anchors, stairs, ladders, exterior doors and windows, an access hatch to mimic a residential attic, and sprinklers. Due to the facility's multistory construction, users can fight fires in a one, two- or three-story fire scenario under various scenarios.

The Fort Campbell Firefighting and Rescue Training Facility was constructed 43 days ahead of schedule.



**Project Size:** 3.45-acre site, A-500 Chinook Fire Trainer, a three-story control building, and a 200,000-gallon liquid propane tank

**Estimated & Actual Cost:** \$1,800,000 / \$1,814,452

**Team Members from Section 3.0 Table:**

Roderick Saylor, Matt Craig

**CLIENT CONTACT:** Jerry Chandler, PE, Project Manager, USACE, Louisville District, (270) 798-9465

Frankfort Plant Board

## Consolidated Administration Building, Frankfort, KY

The Frankfort Plant Board, a municipal utility company that provides cable, broadband, telephone, security, electric and water for the city of Frankfort, KY, and surrounding areas, hired GRW to provide programming, planning and design services for its new consolidated administration building and associated 30-acre site.

Site work included full utilities, storm drainage and detention, New access road, staff and visitor parking, security access features including gates and access control.

Landscape Architecture features included an extensive exterior plaza, plantings design, site signage and movement.

The new three-level, 46,000 SF administration building project consolidates the Frankfort Plant Board's administrative offices for accounting, human resources, management, IT, and dispatch. In addition, facilities were provided for the Plant Board's public customer service functions including cashier/payment service stations, exterior drive through tellers, product service representation, and a board / community / training room.

The Facility was designed with security and public safety factors including access control systems, CCTV, bullet-resistant assemblies / glazing. The design was to be operational prior-during-after natural disaster events, utilizing a hardened structural design.

**Project Size:** 3-level, 46,000 SF building on 30-acre site

**Estimated & Actual Cost:** \$15,158,608/  
\$15,652,928

**Team Members from Section 3.0 Table:**

Aaron Nickerson, Roderick Saylor, Matt Craig

**CLIENT CONTACT:** Sharmista Dutta, PE, Director of Water, Frankfort Plant Board, (502) 352-4407, sdutta@fewpb.com



"The Administration Building is exemplary and an asset to the community. I am proud to have been a part of its development and could not have had a better partner that Aaron and GRW."  
– Herbbie Bannister, General Manager (Retired)

"From the beginning, Aaron has been attentive and took the time to gain a good understanding of how our business functions. He has been readily available throughout the project and continues to work to keep the project within budget and on schedule. I know Aaron places great emphasis on ensuring the project is constructed as specified and allows no short cuts. He is an advocate for the owner; and FPB is assured that Aaron and the GRW team will not overlook any details in order to deliver a high-quality project. Sharmista Dutta, PE, Water Engineer, Frankfort Plant Board

City of Nicholasville

## Fire Station No. 4, Nicholasville, KY



For the City of Nicholasville, GRW provided facility programming, facility needs assessments, architectural and engineering design, and construction phase services for a new fire station.

Fire Station No. 4, located along East Brannon Road, includes 6,825 SF with two pull-through apparatus bays, and vehicle storage for up to six vehicles. The facility includes a station captain's office, training room, sleeping quarters for two companies (total of 10 staff), dayroom/break area, and dedicated Personnel Protection Gear (PPE) gear, laundry, and support spaces. Utility systems include backup generator power for the entire building, communications, electrical, and mechanical/HVAC.

Final location of the facility was determined through multiple site assessments, and design approaches considering site optimization, vehicle access, and community identity of the structure. The Civil / Site work included staff and visitor parking, concrete apparatus vehicle parking and driveways, staff assembly areas with sustainable stormwater solutions including a rain garden and vegetated filtration plantings.

The facility vehicle storage apparatus bay design included multiple building alternative layouts based on vehicular access to the site, response requirements, and quantity of storage. The final design included zoned sloped concrete



floors with a trench drain and oil/water separator system for four zones, and the ability to store up to six vehicles. The apparatus bays include a high-pressure washing system, waterproof-rated electrical and lighting components, water resistant construction, and apparatus bay unit heaters. The vehicle maintenance area includes four zones of dedicated vehicle exhaust and makeup air units. To support the high demand and quick response time required for public safety vehicles, the bays have high-speed, motorized overhead section doors.

**Project Size:** 6,875 sft 2 bay station, full site development

**Estimated & Actual Cost:** \$2,305,897/ \$2,805,795

**Key Team Members from 3.0 Table:** Aaron Nickerson, Patrick Baisden

**CLIENT CONTACT:** Craig Cox, Fire Chief, Nicholasville Fire Department, (859) 554-5100, [craig.cox@nicholasville.org](mailto:craig.cox@nicholasville.org)

MoDOT/ TWM

## Pedestrian Bridges Over I-70 & I-44 St. Louis, MO



The Missouri Department of Transportation planned a replacement of a deteriorating pedestrian bridge over I-70 & I-44. CDI provided Phase II engineering services to

TWM and MoDOT for the planned replacement for 2 multi-span pedestrian bridges in the City of St. Louis. This \$2.55M project, completed in 2020, entailed the replacement of the bridges, as well as enhancements such as ADA accessible ramps and increasing the vertical clearance to comply with MoDOT & FHWA policy.

**CDI Services:** Bridge Design, Sidewalk Approaches, ADA Compliance

**Key Personnel:** Jason Schreckenber, PE, SE



## IL Route 13 Reconstruction Carbondale, IL



As the prime consultant for the project, CDI is providing Phase II engineering services for the preparation of contract plans, specifications, and estimates to IDOT District 9 for the planned expansion of approximately two miles of

IL 13 to provide three travel lanes in each direction separated by an open median ditch, four new bridges over Crab Orchard Lake, the addition of a multi-use path and redesign of the IL 13/Cambria road intersection to an innovative "Super-T" intersection including signals and lighting in Carbondale, IL.

Phase II services included preparation of Type, Size, and Location (TS&L) drawings, roadway plans, structure plans, maintenance of traffic plans, traffic signal plans, lighting plans, multi-use path plans, drainage plans, specifications, and estimates (PS&E documents).

**CDI Services:** Survey, Location Drainage Study, Bridge Design, Roadway Design, Contract Documents

**Key Personnel:** Jason Schreckenber, PE, SE

**Client Contact:** Ehren Kirby, PE (D9), IDOT District 9 (618) 351-5227





## **SECTION 5.0**

### Work Plan & Approach to Project

## 5.0 Work Plan & Approach to Project

The proposed Site Development plan will require close coordination to successfully provide the required parking, site access, and the future demands for the site. Our teams workplan has been developed below to outline how we will successfully delivery your project.

### a) Milestone Deliverables

The checklist of deliverables for the Fire Training Academy Campus Site Development shall follow RFP #16-2025 documents, *section 1.3 a/b* and *section c*, below. Key deliverables shall be developed by the following team members:

#### GRW Engineering | Architecture | Geospatial

- Project Management
- Site / Civil Design
- Civil Hydraulic Analysis Investigations
- Electrical Utility Interface – Lighting / Power Distribution
- Mechanical Utility Interface – Plumbing / Service

Distribution

- Structural – Structures and Canopy (option)

#### Element Design (WBE)

- Landscape Architecture
- Integration to the Town Branch Trail system
- Site Development Recommendations

#### CDI (WBE)

- Bridge Engineering / Design

#### Connico (WBE)

- Third Party Estimating Services

### b) Design Schedule

The Design schedule required to deliver the Fire Training Academy Campus Site Development shall follow "Attachment C" of the RFP 16-2025 proposal documents. Dates include the following Key Milestones:

- Owner Notice to Proceed: 7/3/2025
- Design Kickoff Meeting: 7/7/2025
- Schematic Design Deliverable 8/13/2025
- Design Development Deliverable: 9/17/2025
- Construction Document RTA "Ready to Advertise" Deliverable: 10/22/2025
- Bidding and Procurement: Approximately 49 days (subject to owner)

- Construction Administration: Approximately 275 days (subject to owner timeline)

*\*All Design Team deliver dates are subject to the following factors:*

- *Timely owner review and response following the prescribed timelines*
- *Timely responsiveness to additional geotechnical, environmental, and survey requests determined as a requirement to properly complete the scope of work.*
- *Additional time may be presented / proposed for additional scopes of work requested of the owner not included in the original scope of work.*

### c) Communication/Documentation & Collaboration Plan

Our teams process will follow the process below to deliver the project, per section 1.3a/b "Attachment C" of the RFP 16-2025 proposal documents.

**Schematic Design:** Existing geotechnical survey, environmental site assessment, and site survey documents will be reviewed simultaneously with the design kick-off meeting. Our Project Design Team will meet with you as necessary to develop a clear understanding of the program issues and needs for your site development, and to discuss your goals for the design. We will discuss design issues such as overall objectives, project schedule, site / facility constraints and criteria, space requirements, relationships,

flexibility, expandability, safety, security, special equipment / systems, and requirements of the overall site. With this information we will develop a design narrative.

Preliminary specifications and drawing documents will be developed to the 35 percent complete level and will consist of outlined specifications, site plan and utility drawings, landscape design, and preliminary bridge engineering development. Preliminary selections of major systems and construction materials will be noted on the drawings. The geotechnical survey, environmental site assessment and site survey will be incorporated into the preliminary design. A preliminary proposed cost estimate

will be prepared and cross-checked to validate the project budget. The Quality Assurance techniques described in this document will be used to review the schematic design documents.

**Design Development:** The Schematic Design review comments from your staff will be implemented into the design documents. The design team will take the project documents to approximately 65 percent. As more details are shown on the documents, the internal review will become more focused on code issues and fitness for purpose. The submittal will consist of site, landscape, bridge, and utility drawings, edited specifications, updated schedule, and an updated cost estimate. Applicable equipment cut sheets, as well as detailed calculations for equipment, will be provided as well. The documents will again be reviewed and studied for conflicts. Review of the design development documents ensures that all systems and components have been defined, the project complies with building codes and regulations, and adequate information has been provided for a more complete estimate of construction cost. Upon completion of the Design Development documents, GRW will present preliminary documentation during a public meeting to obtain feedback if required.

**Construction Documents:** After the Owner provides authorization to proceed to Contract Documents, the design team adds further design details of special connections or features for clarity to the bidders. Your review comments are fed back to the design team, and those comments will be implemented into the current documents. The Construction Document submittal will consist of the final drawings, final independent third-party estimate of construction cost, final project manual, and final design calculations as outlined in the RFQ. These documents will again be reviewed by GRW senior staff members. The GRW project checklists are executed to be sure that key elements of all major systems are fully called out in the drawings and specifications. The specifications are reviewed to be sure they are complete, and the submittal register, and table of contents are finalized. This thorough review and execution of the discipline checklists ensures that construction documents are complete and clear, and that all disciplines have been fully coordinated.

- **Prior to release of the document for bidding, an onsite meeting is recommended, to go over the documents with the user one last time**, to be sure the design documents still meet the programming goals they had in mind when the process started, and that they are clear on what scope items they are

getting and those (if any) that they are not. Once everyone agrees with information shown on the document is accepted, LFUCG would take possession of the final documents and move into the bidding process to procure a contractor.

**Bidding:** Throughout the bidding process, GRW will be at the Owner's disposal to assist with advertising, printing, contractor questions, bid submittals, review of bid documents, review of contractor credentials, and preparing Owner / Contractor contractual agreements.

#### **Construction Administration and Project Close-out**

**Approach:** We will oversee the construction of the site development to ensure conformity to construction drawings, specifications, and standards. Meeting minutes and Field Reports will be thoroughly documented.

The key to a successful project closeout is twofold. **First**, the design team must clearly delineate the expectations and requirements. GRW accomplishes this by using a close-out checklist, which is delivered to the contractor following design development. This checklist spells out in detail required closeout documents, along with an anticipated delivery of each item. **Second** is to start the process early and insist on compliance with the schedule contained in the checklist. Waiting until substantial completion to begin project closeout is never a good idea. When a project closeout checklist is combined with an early start to the closeout process, GRW has found that the final days of a project become much less stressful to everyone involved, and that projects typically come to a prompt and uneventful conclusion. GRW works with many customers that require most of the close-out documentation at 75% completion of construction. This includes initial submittals for O&M manuals, warranties, as-built drawings and similar documentation. GRW typically performs a "preliminary" punch list inspection at about 85% construction completion. This early punch gives the Contractor a sense of what level of scrutiny they will face for upcoming substantial completion and usually helps clarify the expectations of all parties.

GRW prides itself on being a strong project manager type organization without a lot of bureaucratic, administrative procedures that stifle creative people. Sometimes these procedures are streamlined for smaller projects, and sometimes they are formalized more for larger projects. At all times they remain flexible to accommodate the blending of procedures with those of our client organizations. GRW cares a great deal about performing repeat business, and we are willing to go the extra mile to ensure you are happy with the quality of our work.

## d) Approach

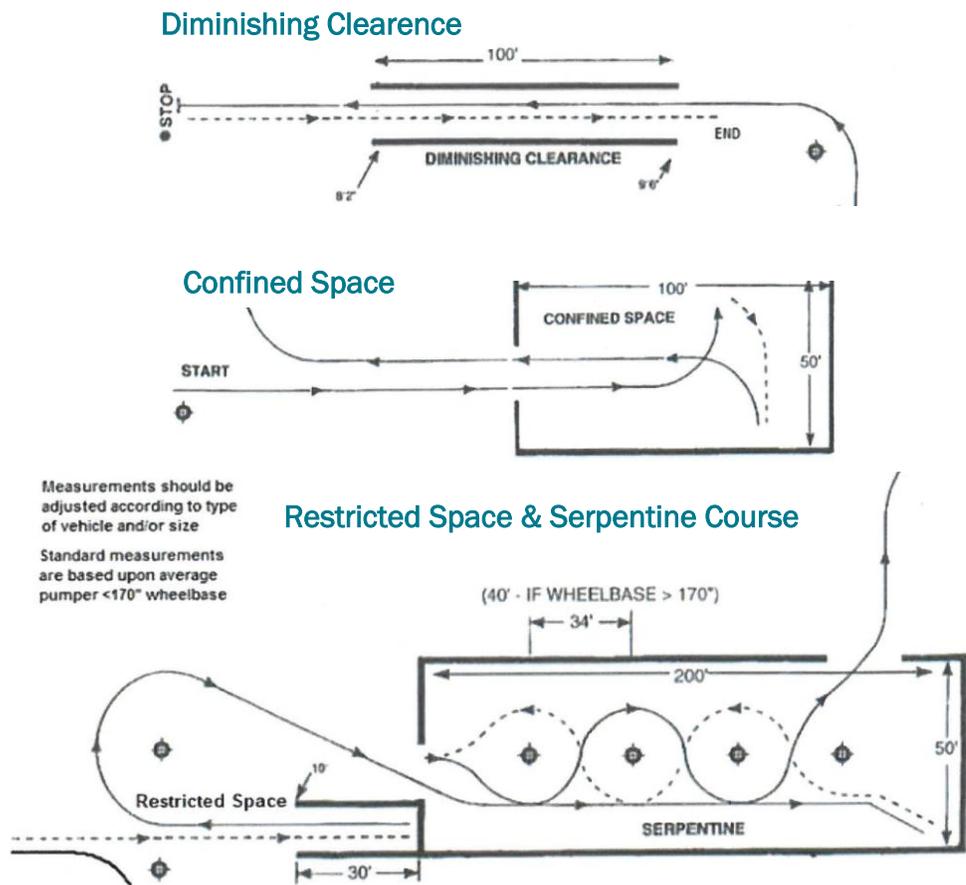
The ultimate measure of success of this project and any project is how well the completed project meets your needs and aspirations. The site design will be one that looks to the future of the Lexington Fire Department Fire Training Academy Campus, with the goal being to establish a site development solution to house today needs and your future operations growth for many years to come. Our Project Design Team will meet with you as

necessary to develop a clear understanding of the design, community, and site issues. Ongoing and continual input from the Owner stakeholders will be actively sought throughout the design process to maintain your goals. To this end, our project team is committed to establishing an inclusive, methodical and logical approach to the design process leading into construction.

### Site Specific Design Considerations:

The existing site is similar subgrade conditions to the National Responder Preparedness Center (NRPC) fire training pad designed by GRW at the Wendell H. Ford. The NRPC skills pad was the constructed over of an old surface mining spoils site. The subgrade foundation material for the both the NRPC pad and the LFUCG Fire Training Academy Pads' pose a risk of differential settlement due to the types of waste material spoiled at each site. The NRPC skills pad was successfully constructed over the poor material in 2021. We believe the LFUCG Fire Academy skills pad can also be constructed with minimum subgrade remediation.

Unlike the NRPC pad the LFUCG Fire Academy site has varying topography that provides a limited level area for training. Per **NFPA 1002** Fire Apparatus Driver/Operator Professional Qualifications the varying topography could be seen as more of an **asset** than a liability. The training course could use the varying topography to its advantage by utilizing the steeper fore and aft as well as side to side slopes provided on the site.



**At a minimum the above courses were considered in our early site evaluations as depicted on the Exhibit 1, conceptual site plan, in this section.**

The courses are configured on the conceptual site plan (Exhibit 1) in a way that all could be set up at once – or, if desired, the level area of the site could be used to setup one of any three of the courses.



The rendering shown here is one (1) vision of the Fire Training Academy Campus from above. The previously mentioned detailed conceptual site plan, Exhibit 1, is on the following page.

### d) Quality Control: Design through Construction Administration

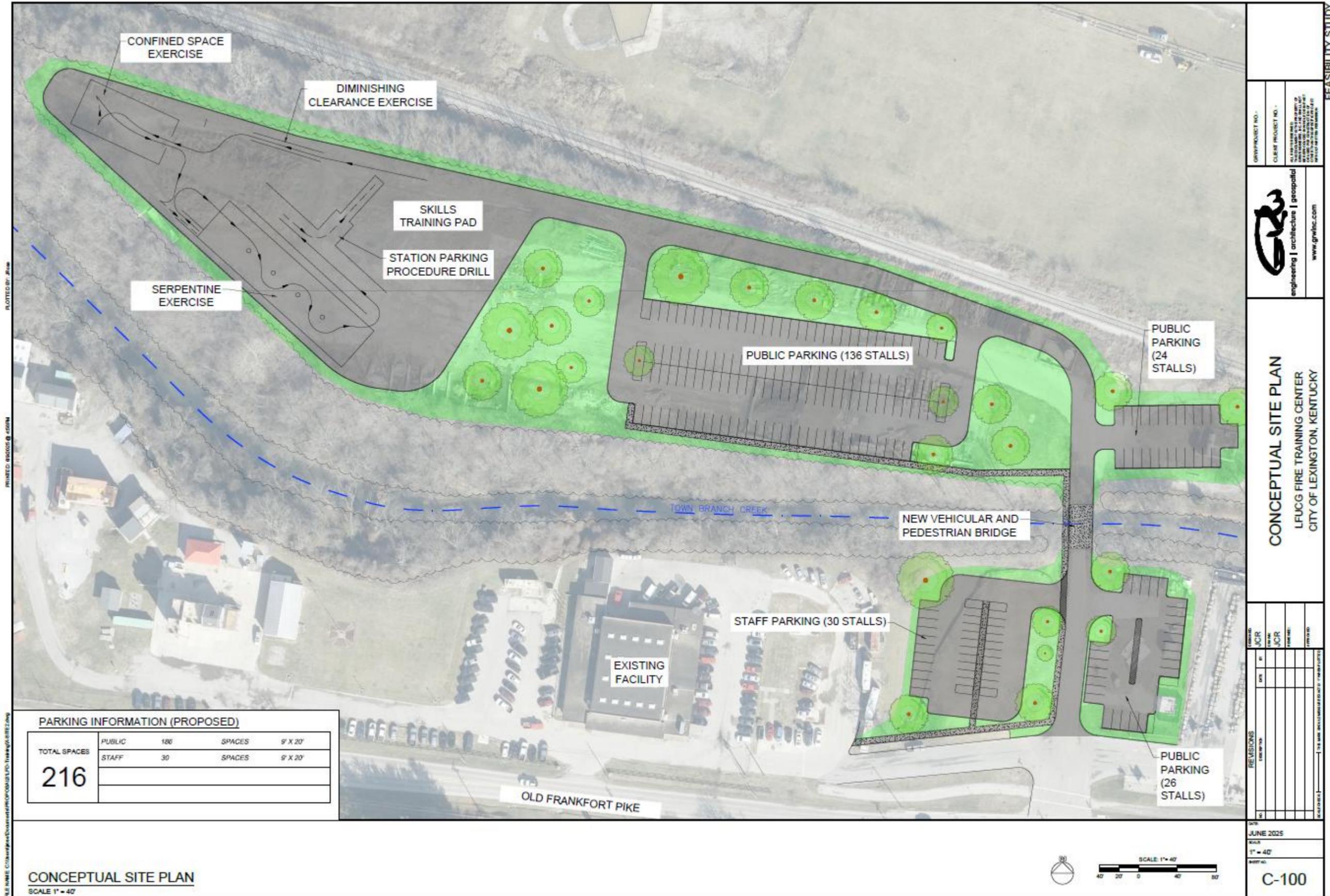
GRW has long maintained and nurtured a corporate-wide commitment to deliver high quality professional services to our clients. To achieve this goal we infuse quality assurance/quality control into the entire design process and not just as a final review. Our QA/QC process is standardized, and includes the following key features:

- Project Architect Oversight
- Team Management
- Schedule Management and Compliance Review
- Quality Control Reviews at each Milestone
- Programmatic Oversight
- Project Management Software

These items are further described in GRW's Quality Assurance/Quality Control procedures document, available upon request.



# Exhibit 1



**PARKING INFORMATION (PROPOSED)**

TOTAL SPACES	PUBLIC	136	SPACES	9' X 20'
	STAFF	30	SPACES	9' X 20'
<b>216</b>				

FEASIBILITY STUDY

GRW PROJECT NO. \_\_\_\_\_  
CLIENT PROJECT NO. \_\_\_\_\_

**GRW**  
engineering | architecture | geospatial  
www.grwinc.com

**CONCEPTUAL SITE PLAN**  
LFCUG FIRE TRAINING CENTER  
CITY OF LEXINGTON, KENTUCKY

DATE	BY	REVISIONS
	JCR	
	JCR	

JUNE 2025  
SCALE 1" = 40'  
C-100



## APPENDIX

### LFUCG Forms and Required Documents

**ATTACHMENT: A**  
**FORM OF PROPOSAL**

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**Design Services for the Phase 1 Site Development of the Fire Training Academy Campus**  
**Request for Proposal # 16-2025**  
**Form of Proposal**

**Consultant:** GRW Engineers, Inc. (GRW)

**Address:** 801 Corporate Drive, Lexington, KY 40503

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**1. General:**

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
- d. The Consultant shall include Technical Information as required herein.

**2. Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written continuing education/professional training program and quality control/quality assurance program.
- e. Provide the current number of employees and employee types.
- f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
- h. Summary of firm's recent (5 year) experience in similar/representative projects including

- i. Physical project size
  - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
  - iii. Identification of any involved sub-consultants and/or joint-venture partners
- i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
  - j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
  - k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
  - l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
- i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
  - ii. A title page
  - iii. A table of contents and/or index; or blank tab pages
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
- a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
  - b. A specific budget and schedule (See Project Schedule **Attachment C**) to complete services described herein.
  - c. An explanation of the communication/documentation and collaboration plan.
  - d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.
  - e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.
6. **Lump Sum Pricing:**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer'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.)
  - b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

<b><u>Design Stage (Total Services Below)</u></b>	<b><u>\$ 237,712</u></b>
Schematic Design Phase: (percentage of total services)	\$ 59,428 20 %
Design Development Phase: (percentage of total services)	\$ 74,285 25 %
Construction Documents Phase: (percentage of total services)	\$ 89,142 30 %
Bid Phase: (percentage of total services)	\$ 14,857 5 %
 <b><u>Construction Administration Stage</u></b>	 <b><u>\$ 59,428</u></b>
(percentage of total services)	20 %
 <b><u>Total Architectural/ Engineering Services</u></b>	 <b><u>\$ 297,140</u></b>

Note: Pricing includes MWDBE goals as stated in Participation Form.

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, 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.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>300</u> \$/HR
<u>Site / Civil Engineer</u>	<u>175</u> \$/HR
<u>Mechanical Engineer</u>	<u>205</u> \$/HR
<u>Electrical Engineer</u>	<u>205</u> \$/HR
<u>Structural Engineer</u>	<u>205</u> \$/HR
<u>Landscape Architect</u>	<u>155</u> \$/HR
<u>Designer / CADD</u>	<u>105</u> \$/HR
<u>Administrative</u>	<u>86</u> \$/HR

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
- b. Approved reimbursables will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.



Aaron Nickerson, AIA

---

**Signature**

**Name**

GRW - Sr. Vice President/Architect

6/11/2025

---

**Title**

**Date**

(page 4 of 4)

## AFFIDAVIT

Comes the Affiant, Chris Hammer, PE, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Chris Hammer, PE and he/she is the individual submitting the proposal or is the authorized representative of GRW Engineers, Inc. (GRW), the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

*Chris Hammer*

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Chris Hammer on this the 10<sup>th</sup> day  
of June, 2025

My Commission expires: 4/23/29

*Heather Randall Kemper* #KYNP28361  
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.*

Chris Hammer, PE - President

GRW Engineers, Inc. (GRW)

Signature

Name of Business

A handwritten signature in black ink that reads "Chris Hammer". The signature is written in a cursive style with a large initial "C" and "H".

Note: GRW's comprehensive Affirmative Action Program document is attached at the end of this PDF

**WORKFORCE ANALYSIS FORM**

Name of Organization: GRW Engineers, Inc. (GRW)

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	11	11														11	
Professionals	80	62	14	1	1									2	63	17	
Superintendents																	
Supervisors	5	4	1												4	1	
Foremen																	
Technicians	36	29	5	1					1						31	5	
Protective Service																	
Para-Professionals																	
Office/Clerical	11		11													11	
Skilled Craft	23	22				1										23	
Service/Maintenance																	
<b>Total:</b>	166	128	31	2	1	1				1				2	143	23	

Prepared by: Jenny Dixon, HR Manager

Date: 04 / 16 / 2025

*(Name and Title)*

*Revised 2015-Dec-15*

Firm Submitting Proposal: GRW Engineers, Inc. (GRW)

Complete Address: 801 Corporate Drive, Lexington, KY 40503  
Street City Zip

Contact Name: Aaron Nickerson, AIA Title: GRW Sr. Vice President

Telephone Number: 859-880-2267 Fax Number: 859-219-0620

Email address: anickerson@grwin.com



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # REP #16-2025 -  
Phase 1 Site Development, Fire Training Academy Campus

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. elementdesign Ramona Fry 366 South Broadway Lexington, KY 40508 859.389.6533 ramona@element-site.com	WBE	Landscape Architecture		
2 Civil Design, Inc. Lori Daiber 9400 Bunsen Pkwy, Ste 150 Louisville, KY 40220 502.671.0060 ldaiber@civildesigninc.com	WBE/DBE	Bridge Design	GRW's goal is to ensure a total of 17% of the value of total contract go to our assigned	
3. Connico Janet Terry 2594 N. Mount Juliet Road Mount Juliet, TN 37122 615-257-7003 jrterry@connico.com	WBE/DBE	Cost Estimating	subconsultants.	
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.

GRW Engineers, Inc. (GRW)  
\_\_\_\_\_  
**Company**

6/11/2025  
\_\_\_\_\_  
**Date**

Aaron Nickerson, AIA   
\_\_\_\_\_  
**Company Representative**

GRW Sr. Vice President  
\_\_\_\_\_  
**Title**

GRW values the participation Connico, CDI, and Element on our team. Copies of our initial email conversations with these firms are included on the following pages.

**From:** [Janet Terry](#)  
**To:** [Sandino, Karri](#)  
**Subject:** RE: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)  
**Date:** Tuesday, May 27, 2025 1:59:26 PM  
**Attachments:** [image001.png](#)  
[image004.png](#)

---

Got it Karri! I will send over the information probably by either Thursday or Friday of this week.



Janet R. Terry  
D. 615-257-7003 M. 623-261-7778  
[jrterry@connico.com](mailto:jrterry@connico.com)

---

**From:** Sandino, Karri <KSandino@grwinc.com>  
**Sent:** Tuesday, May 27, 2025 12:26 PM  
**To:** Janet Terry <jrterry@connico.com>  
**Cc:** Nickerson, Aaron <ANickerson@grwinc.com>; Piper, Jimmy <JPiper@grwinc.com>; Saylor, Roderick <RSaylor@grwinc.com>; David Hunley <DHunley@connico.com>  
**Subject:** RE: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Hi, Janet,

On behalf of Aaron, we're very glad to have you on the team.  
I work in our marketing area & will be assisting with our response.

Attached is some of the RFP; I can transfer the entire 85MB (!) document to you via Newforma (our web-based project manage tool)  
You're welcome to send items in Word or PDF.  
They've limited it to 20 pages, so we're keeping things as slim & trim as possible.

At this time, it would be great to have these items from you:

- ½ - 1-page max project example (1 or 2) with a similar two-way, vehicular/pedestrian bridge  
→ for projects, they'd like us to include estimate/actual cost if available – a photo would be awesome, too
- ½ - 1-page resume(s) for your key team member(s)
- Logo & brief intro to Connico

Feel free to give me a shout if you have questions/suggestions.  
Thanks very much,  
Karri

**Karri Sandino**

GRW | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2379](tel:859.880.2379) |

Email: [KSandino@grwinc.com](mailto:KSandino@grwinc.com) | Website: [www.grwinc.com](http://www.grwinc.com)

[Follow Us On LinkedIn](#)

---

**From:** Janet Terry <[jrterry@connico.com](mailto:jrterry@connico.com)>

**Sent:** Tuesday, May 27, 2025 11:42 AM

**To:** Nickerson, Aaron <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)>

**Cc:** Piper, Jimmy <[JPiper@grwinc.com](mailto:JPiper@grwinc.com)>; Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)>; Saylor, Roderick <[RSaylor@grwinc.com](mailto:RSaylor@grwinc.com)>; David Hunley <[DHunley@connico.com](mailto:DHunley@connico.com)>

**Subject:** RE: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Hello Aaron,

Apologies for the delay in responding but we had some people out of the office late last week.

We would be happy to join the team and appreciate you reaching out.

Please let us know next steps and send us a copy of the RFQ.



Janet R. Terry

D. 615-257-7003 M. 623-261-7778

[jrterry@connico.com](mailto:jrterry@connico.com)

---

**From:** Nickerson, Aaron <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)>

**Sent:** Thursday, May 22, 2025 9:48 AM

**To:** Janet Terry <[jrterry@connico.com](mailto:jrterry@connico.com)>; David Hunley <[DHunley@connico.com](mailto:DHunley@connico.com)>

**Cc:** Piper, Jimmy <[JPiper@grwinc.com](mailto:JPiper@grwinc.com)>; Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)>; Saylor, Roderick <[RSaylor@grwinc.com](mailto:RSaylor@grwinc.com)>

**Subject:** RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

**Importance:** High

Some people who received this message don't often get email from [anickerson@grwinc.com](mailto:anickerson@grwinc.com). [Learn why this is important](#)

Hi Janet and David,

I just tried giving you a call a bit ago and believe I got lost in voicemail world!

GRW has teamed with you all on a couple recent projects for Lexington Fayette Urban County Government (LFUCG) here in Lexington, KY. Specifically the Police Academy Assessment and their Water Quality Headquarters relocation projects. LFUCG has another project RFP out (RFP-16-2025) for a Fire Training Center Academy Campus Phase 1 – Site Development which we are pursuing and would like to see if you all would be interested in joining our team to support the Independent Cost Estimator scope of work? If so, we can transmit the RFP package to you through Newforma as the file size is larger than can be emailed at close to 100mb.

We hope you are interested in partnering again, similar to the past projects we will need your team information, resumes, and we will have to work through the projects pricing as we move forward.

Thanks in advance!

**Aaron Nickerson, AIA, LEED Green Associate**

Vice President

**GRW** | [engineering](#) | [architecture](#) | [geospatial](#)

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2267](tel:859.880.2267) | C [859.317.1044](tel:859.317.1044)

Email: [ANickerson@grwinc.com](mailto:ANickerson@grwinc.com) | Website: [www.grwinc.com](http://www.grwinc.com)

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**From:** [Lori Daiber](#)  
**To:** [Sandino, Karri](#)  
**Cc:** [Tracy Adele Jones](#); [Nickerson, Aaron](#); [Piper, Jimmy](#); [Saylor, Roderick](#); [Abby Osland](#)  
**Subject:** Re: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)  
**Date:** Tuesday, May 27, 2025 4:12:51 PM  
**Attachments:** [Pages from RFP\\_LFUCG\\_LFD-TrainingAcademyCampus.pdf](#)

---

You don't often get email from [ldaiber@civildesigninc.com](mailto:ldaiber@civildesigninc.com). [Learn why this is important](#)

Karri

Thank you for adding CDI to your team. We will have the info to you by June 4th.

Thx  
Lori

Sent from my iPhone

On May 27, 2025, at 1:36 PM, Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)> wrote:

Hi, Tracy & Lori,

On behalf of Aaron, we're very glad to have you on the team.  
I work in our marketing area & will be assisting with our response.

Attached is the main part of the RFP; I can transfer the entire 85MB (!) document to you via Newforma (our web-based project manage tool)

At this time, it would be great to have these items from you:

- ½ - 1-page max project example (1 or 2) with a similar two-way, vehicular/pedestrian bridge → for projects, they'd like us to include estimate/actual cost if available – a photo would be awesome, too
- ½ - 1-page resume(s) for your key team member(s)
- Logo & brief intro to CDI

You're welcome to send items in Word or PDF anytime before next Wed, June 4 would be great.

They've limited it to 20 pages, so we're keeping things as slim & trim as possible.

Feel free to give me a shout if you have questions/suggestions.

Thanks very much,

Karri

**Karri Sandino**

**GRW** | [engineering](#) | [architecture](#) | [geospatial](#)

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2379](tel:859.880.2379) |

Email: [KSandino@grwinc.com](mailto:KSandino@grwinc.com) | Website: [www.grwinc.com](http://www.grwinc.com)

[Follow Us On LinkedIn](#)

---

**From:** Tracy Adele Jones <[tjones@civildesigninc.com](mailto:tjones@civildesigninc.com)>

**Sent:** Friday, May 23, 2025 10:24 AM

**To:** Nickerson, Aaron <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)>; Lori Daiber <[ldaiber@civildesigninc.com](mailto:ldaiber@civildesigninc.com)>

**Cc:** Piper, Jimmy <[JPiper@grwinc.com](mailto:JPiper@grwinc.com)>; Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)>; Saylor, Roderick <[RSaylor@grwinc.com](mailto:RSaylor@grwinc.com)>

**Subject:** RE: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Good morning, Aaron,

We greatly appreciate, and accept, this opportunity to once again serve GRW! We are indeed a certified WBE and are registered with LFUCG.

I spoke with our Client Relations lead Lori Daiber last night, whose marketing team will be shepherding this proposal through the RFP process. She confirmed we have 3 bridge engineers registered in Kentucky (all PE, SE), some of which you know from previous pursuits.

Will your team please forward the RFP package materials, as well as any applicable templates, to Lori (cc'd)?

Wonderful to meet you and hope your Disney trip is the best one yet!

With gratitude,

**Tracy Adele Jones**

Client Relations | Civil Design, Inc.

O: 502-242-9058 M: 859-351-0207

---

**From:** Nickerson, Aaron <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)>

**Sent:** Thursday, May 22, 2025 9:28 PM

**To:** Tracy Adele Jones <[tjones@civildesigninc.com](mailto:tjones@civildesigninc.com)>

**Cc:** Piper, Jimmy <[JPiper@grwinc.com](mailto:JPiper@grwinc.com)>; Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)>; Saylor, Roderick <[RSaylor@grwinc.com](mailto:RSaylor@grwinc.com)>

**Subject:** RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Hi Tracy,

It was good to catch up this afternoon at the Pre-Proposal meeting! As discussed, this evening GRW is looking for a Bridge Engineering teammate and CDI came up as a good opportunity to continue an existing successful relationship. You had mentioned CDI would be interested and Bridge design was part of your team's portfolio. It is my understanding that CDI is a certified WBE with LFUCG and your engineering folks would need to be licensed in KY for this project.

We hope you are interested in partnering again on this project, similar to the past MSD and DECA projects we will need your team information, resumes, and we will have to work through the projects pricing as we move forward. If so, we can transmit the RFP package to you through Newforma as the file size is larger than can be emailed at close to 100mb if you do not already have it.

Thanks in advance!

**Aaron Nickerson, AIA, LEED Green Associate**

Vice President

**GRW** | [engineering](#) | [architecture](#) | [geospatial](#)

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Email: [ANickerson@grwinc.com](mailto:ANickerson@grwinc.com) | Website: [www.grwinc.com](http://www.grwinc.com)

[Follow Us On LinkedIn](#)

**From:** [Ramona Fry](#)  
**To:** [Sandino, Karri](#)  
**Cc:** [Nickerson, Aaron](#); [Piper, Jimmy](#); [Saylor, Roderick](#)  
**Subject:** Re: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)  
**Date:** Tuesday, May 27, 2025 4:53:31 PM

---

Thanks, Karri. I can send an InDesign package that will include a PDF. Or if you prefer I can put it in word, just let me know.

## Ramona Fry RLA, ASLA, LEED BD+C

CLARB Certified Landscape Architect

Principal / Senior Partner

**element**design

Landscape Architecture + Engineering + Planning

Lexington | Louisville | Murray

366 South Broadway

1018 E. Jefferson Street

Lexington, KY 40508

Louisville, KY 40206

859.389.6533

502.489.4221

[www.element-site.com](http://www.element-site.com)

Kentucky Minority & Women Business Enterprise Certified

On Tue, May 27, 2025 at 2:40 PM Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)> wrote:

Hi, Ramona,

On behalf of Aaron, we're very glad to have you on the team.

Attached is the main part of the RFP; I can transfer the entire 85MB (!) document to you via Newforma (our web-based project manage tool)

You're welcome to send items in Word or PDF.

They've limited it to 20 pages, so we're keeping things as slim & trim as possible.

At this time, it would be great to have these items from you:

- ½ - 1-page project example (1 or 2), they'd like us to include estimate/actual cost if available – a photo would be awesome, too
- ½ - 1-page resume(s) for your key team member(s)
- Logo & brief intro to Element

Feel free to give me a shout if you have questions/suggestions.

Thanks very much,  
Karri

**Karri Sandino**

**GRW** | [engineering](#) | [architecture](#) | [geospatial](#)

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2379](tel:859.880.2379) |

Email: [KSandino@grwinc.com](mailto:KSandino@grwinc.com) | Website: [www.grwinc.com](http://www.grwinc.com)

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---

**From:** Ramona Fry <[ramona@element-site.com](mailto:ramona@element-site.com)>

**Sent:** Thursday, May 22, 2025 11:57 AM

**To:** Aaron Nickerson <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)>

**Cc:** Jimmy Piper <[JPiper@grwinc.com](mailto:JPiper@grwinc.com)>; Karri Sandino <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)>; Roderick Saylor <[RSaylor@grwinc.com](mailto:RSaylor@grwinc.com)>

**Subject:** Re: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Thanks- I'm at KSU today so won't make the pre proposal but if you can forward the format you'd like me to use for the RFP information.

Thanks.

Ramona Fry, RLA ASLA LEED AP BD+ C

Element Design

Sent from my iPhone

On May 22, 2025, at 11:46 AM, Nickerson, Aaron <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)> wrote:

Ramona, that sounds great. Are you planning to be at the Pre-Proposal today? It is at 2pm at the existing Fire Training Facility. If so, we will see you there.

If you do not already have the RFP package we can transmit the RFP package to you through Newforma as the file size is larger than can be emailed at close to 100mb.

I presume at this point similar to past projects we will need your team information, resumes, and we will have to work through the projects pricing once we fully understand the scope. I have included Karri Sandino or marketing director on this email as well so we can follow up on specifics.

Thanks!

**Aaron Nickerson, AIA, LEED Green Associate**

Vice President

**GRW** | engineering | architecture | geospatial

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O [859.223.3999](tel:859.223.3999) | D [859.880.2267](tel:859.880.2267) | C [859.317.1044](tel:859.317.1044)

Email: [ANickerson@grwinc.com](mailto:ANickerson@grwinc.com) | Website: [www.grwinc.com](http://www.grwinc.com)

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---

**From:** Ramona Fry <[ramona@element-site.com](mailto:ramona@element-site.com)>

**Sent:** Thursday, May 22, 2025 11:35 AM

**To:** Nickerson, Aaron <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)>

**Cc:** Piper, Jimmy <[JPiper@grwinc.com](mailto:JPiper@grwinc.com)>; Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)>; Saylor, Roderick <[RSaylor@grwinc.com](mailto:RSaylor@grwinc.com)>

**Subject:** Re: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site

Development (GRW Team)

That sounds good to me. We've done some work on fire training for KCTCS, so I have a little background there too.

Just let me know what you need from us.

Ramona Fry, RLA ASLA LEED AP BD+ C

Element Design

Sent from my iPhone

On May 22, 2025, at 11:24 AM, Nickerson, Aaron  
<[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)> wrote:

Hi Ramona,

I just tried giving you a call and you were out an about so I figured I would email instead on bothering you during a meeting!

GRW is currently teamed with element on the LFUCG Water Quality Headquarters relocation project and you and Jimmy have crossed paths at Berea. LFUCG has another project RFP out (RFP-16-2025) for a Fire Training Center Academy Campus Phase 1 – Site Development which we are pursuing as a Prime and would like to see if you all would be interested in joining our team to provide the Landscape Architecture scope of work? GRW's team has extensive ongoing and completed Fire department experience and it is also apparent that the Landscape and Town Branch extension will be an important part of this project's success. Please give me a shout or return message and we can discuss further.

Thanks in advance!

**Aaron Nickerson, AIA, LEED Green Associate**

Vice President

**GRW** | engineering | architecture | geospatial

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O [859.223.3999](tel:859.223.3999) | D [859.880.2267](tel:859.880.2267) | C [859.317.1044](tel:859.317.1044)

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# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

<b>Proposer Name:</b>	<u>GRW Engineers, Inc. (GRW)</u>	<b>Date:</b>	<u>6/11/2025</u>
<b>Project Name:</b>	<u>Phase 1 Site Development, Fire Training Academy Campus</u>	<b>Project Number:</b>	<u>RFP #16-2025</u>
<b>Contact Name:</b>	<u>Aaron Nickerson, AIA</u>	<b>Telephone:</b>	<u>859-880-2267</u>
<b>Email:</b>	<u>anickerson@grwin.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.**

Please see attached list. Thank you.

**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. Please see attached email communication
- 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.

We reviewed and researched relevant VOSB and MBE firms listed on LFUCG's certified consultant list as well as other resources, including KYTC and Kentucky's Finance & Administration websites. Because of the services required to successfully assist LFUCG with this particular project, the opportunities to assign a portion of the work to a MBE and/or VOSB are limited. As new opportunities arise with LFUCG we will use this research/review resources to identify opportunities to add an MBE and/or VOSB to our team

**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.

Please see note above & attached email communication

**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.

GRW Engineers, Inc. (GRW)

**Company**  
6/11/2025

**Date**

Aaron Nickerson, AIA

  
**Company Representative**  
Sr. Vice President

**Title**

4870-1925-6809, v. 1

## **DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS**

Below is an alphabetical list of firms GRW 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.

1. Abbie Jones (WBE)
2. American Engineers Inc (SBE)
3. Bloodhound LLC (SBE)
4. Bryant Associates (MBE)
5. CMID Inc (SBE)
6. Connico (WBE/DBE)
7. Cornerstone (DBE/MBE)
8. CSI (SBE)
9. CTL Engineering Inc. (MBE)
10. Cultural Resource Analysts Inc (SBE)
11. Diane B Zimmerman Traffic Engineering LLC (WBE)
12. EHI Consultants, Inc. (SBE)
13. Element Design (WBE)
14. Facility Commissioning Group Inc (SBE)
15. Horizon Inspection Llc (Sbe)
16. Marine Solutions Inc (WBE)
17. Mid-South Tank Consultants (SBE)
18. PCS Technologies, LLC (SBE)
19. Roger Ward Engineering Inc (VOSB)
20. Taylor Siefker Williams Design Group (DBE/WBE)
21. Third Rock Consultants (WBE)
22. Vector Engineers Inc (SBE)

## 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.

Aaron Nickerson, AIA

Signature



6/11/2025

Date

**Affirmative Action Program for  
Minorities and Women**

**GRW Engineers, Inc.**

**Headquarters**

**Affirmative Action Program  
for  
Minorities and Women**

**February 1, 2025 through January 31, 2026  
Plan Year**

CONFIDENTIAL, TRADE SECRET, and PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of GRW which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to GRW or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6), and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical, or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

**GRW Engineers, Inc.  
Headquarters**

**AFFIRMATIVE ACTION PROGRAM  
FOR  
MINORITIES AND WOMEN**

**February 1, 2025 through January 31, 2026  
Plan Year**

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## **Introduction**

GRW Engineers, Inc. (GRW) has prepared this Affirmative Action Program (AAP) for the period of February 1, 2025 through January 31, 2026, reaffirming its commitment to the letter and spirit of affirmative action law, including those administered by the U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP). Through the implementation of this AAP, GRW continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP GRW recognizes its duty to ensure equal employment opportunity. The following statement of policy reinforces that belief.

## **Reaffirming Commitment to Equal Employment Opportunity**

In setting forth this AAP GRW reaffirms its belief in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment.

Chris Hammer, President of GRW, designated Jenny Dixon as the Equal Employment Opportunity Administrator (EEO Administrator). Jenny Dixon oversees the AAP development, modification, implementation, and reporting requirements and conducts management updates. The EEO Administrator also analyzes GRW's selection process to further the principles of equal employment opportunity.

As part of GRW's commitment to this overall process, it will seek to ensure affirmative action to provide equality of opportunity in all aspects of employment, and that all personnel activities, such as the recruitment, selection, training, compensation, benefits, discipline, promotion, transfer, layoff, and termination processes remain free of illegal discrimination and harassment based upon race, color, religion, sex, sexual orientation, gender identity, and national origin. Regular review by GRW, as described in this AAP, helps ensure compliance with this policy.

## **Internal Dissemination of EEO Policy**

### **41 C.F.R. § 60-1.42**

GRW posts copies of the equal employment opportunity notices that comply with 41 C.F.R. § 60-1.42(a) in conspicuous places (including, where applicable, electronic websites) available to employees, applicants for employment, and (if applicable) representatives of each labor union or other organization representing its employees with which GRW has a collective-bargaining agreement or other contract or understanding. The following exemplify the methods and locations GRW may use in its ongoing efforts to ensure continuing dissemination of its policy and AAP, although GRW may not always use each or any of the below methods, and it may use other methods not listed below:

1. Internal employee manuals contain the policy statement.
2. The policy statement is posted on bulletin boards accessible to employees.
3. GRW references the policy and progress in its annual report, newspaper, magazine, and other publications.
4. Orientation meetings for new employees and in-house employment-related training include references to GRW's policy.
5. GRW publications, if any, including those with photographs, generally feature individuals of diverse gender, race, color, and national origin, where feasible.
6. Pertinent portions of GRW's Affirmative Action Program are available during regular business hours for inspection by employees and applicants for employment.

## **External Dissemination of EEO Policy**

### **41 C.F.R. § 60-1.41; 41 C.F.R. § 60-1.5**

1. In solicitations or advertisements for employees placed by or on its behalf, GRW complies with at least one of the following methods regarding the dissemination of its equal employment opportunity clause:
  - a. GRW states expressly in the solicitations or advertising that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 41 C.F.R. § 1.41(a).
  - b. GRW uses a single advertisement, and the advertisement is grouped with other advertisements under a caption which clearly states that all employers in the group assure all qualified applicants equal consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 41 C.F.R. § 1.41(c).

- c. GRW uses a single advertisement in which appears in clearly-distinguishable type the phrase “an equal employment opportunity employer.” 41 C.F.R. § 1.41(d). When pictures are included in these media, where feasible, efforts will be made to include pictures of individuals of diverse gender, race, and national origin.
2. The following exemplify the methods and locations GRW may use in its ongoing efforts to ensure continuing dissemination of its policy and AAP, although GRW may not always use all of the below methods, and it may use other methods not listed below:
  - a. GRW notifies subcontractors, suppliers, and vendors of the policy about both its obligations to equal employment opportunity and about GRW’s AAP.
  - b. GRW advises recruitment sources, minority and female organizations, community agencies, and colleges of its commitment to this policy and AAP. GRW informs these sources that job applicants will be treated fairly without regard to their race, color, religion, sex, sexual orientation, gender identity, and national origin.
  - c. GRW communicates with the state employment security office regarding its commitment to the policy.
3. In addition, GRW incorporates by reference the equal employment opportunity and affirmative action clauses into each of its covered federal contracts and subcontracts, including federal agency bills of lading, transportation requests, and such other covered contracts and covered subcontracts as required by law, purchase orders, lease agreements, Government contracts, and other covered contracts (and modifications thereof if not included in the original contract) in accordance with 41 C.F.R. § 60-1.4 (a) – (c) (unless exempted under 41 C.F.R. § 60-1.5).

## **Establishment of Responsibility for Implementation of the AAP**

### **41 C.F.R. § 60-2.17(a)**

#### **A. Identification and Responsibilities of EEO Administrator**

Overall responsibility for GRW's AAP rests with the EEO Administrator, Jenny Dixon. Jenny Dixon ensures the AAP complies with all applicable laws, orders, and regulations, including but not limited to Executive Orders 11246, 13496, and their progeny. Specifically, Jenny Dixon or the designated representative's duties include:

1. Developing, maintaining, and modifying, where appropriate, GRW's AAP to ensure compliance with the EEO/AA law.
2. Developing and modifying, where appropriate procedures for effectively communicating the AAP and its elements both internally and externally.
3. Advising management on EEO/AA progress, reporting potential EEO/AA problem areas, and assisting management in finding equitable solutions, where feasible, to any identifiable EEO/AA problem areas.
4. Evaluating the effectiveness of GRW's AAP on a regular basis and reporting to management.
5. Designing, implementing, and overseeing audit and reporting systems that periodically measure the effectiveness of the total affirmative action program. 41 C.F.R. § 2.17 (d)(1)-(4), identifying need for remedial action, and determining the degree to which objectives have been achieved.
6. Acting as Company representative and liaison with any government agencies regarding this AAP.
7. Monitoring Company policies and procedures with regard to terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
8. Auditing the content of GRW's bulletin board and electronic policies, as appropriate, to ensure compliance information is posted and up to date.
9. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
10. Serving as a liaison between GRW and organizations, such as minority organizations and women's organizations.
11. When necessary, developing sales and management training programs to increase protected-group participation.
12. Assisting in the investigation, handling, and disposition of employee harassment and discrimination complaints.

13. Discussing EEO/AA policies with all personnel, including management, to ensure GRW's policies and the need for their support are understood at all levels.
14. Reviewing GRW's AAP for qualified women and minorities with all managers and supervisors to ensure the policy is understood and followed in all personnel actions.
15. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, comparable facilities for both sexes, and opportunity for participation in Company-sponsored recreational, educational, and social activities.
16. Auditing training programs, hiring, and promotion patterns.

**B. Management Responsibilities**

Line and upper management share responsibility for the AAP, including but not limited to the following:

1. Assisting in auditing AAP progress, including identifying problem areas, formulating solutions, establishing appropriate goals, and developing necessary training programs.
2. Reviewing the qualifications of applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner in hiring, promotion, transfers, and termination actions.
3. Making available career counseling, when appropriate.
4. Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee and his or her duties.
5. Reviewing position descriptions of the jobs in the manager's area or department to see that they adequately reflect the job to be performed.
6. Assisting subordinates and upper management in the prevention of harassment.

## Identification of Areas for Discussion

### 41 C.F.R. § 60-2.17(b)

GRW's commitment to fully implement this policy and AAP include periodic reviews of its total employment process to determine whether and where impediments to equal employment opportunity exist. These reviews include:

1. The workforce by organizational unit and job group of minority or female utilization and distribution;
2. Personnel activity to determine whether there are selection disparities;
3. Compensation systems to determine if there are gender-, race-, or ethnicity-based disparities;
4. Selection, recruitment, referral, and other personnel procedures to determine whether they result in employment or placement disparities of minorities or women; and,
5. Any other areas that might impact the success of the affirmative action program. 41 C.F.R. § 2.17 (b)(1)-(5), including, for example, GRW's review of:
  - a. The workforce composition by race and sex to compare it to the availability of these groups;
  - b. GRW's applicant flow compared to the availability for the protected groups;
  - c. A comparison of hires to applicants pertaining to minorities and women;
  - d. Selection forms, such as applications for employment, to ensure they comply with federal and state employment laws;
  - e. Processes to ensure there are no artificially-created barriers or restrictive seniority provisions; and,
  - f. Training opportunities to ensure they are available to minorities and women.

Identification of problem areas are discussed in the next section titled Narrative Discussion of Goals.

## **Narrative Discussion of Goals**

The Headquarters plan has 179 employees, including 9 minorities and 36 females. The following goals exist for minorities and/or women:

- 1.1 - Executive/Senior Level Officials and Managers - This group consists of 11 employees, of whom none are minorities and none are females. There is no need to set a placement goal at this time for minorities or females.
- 1.2 - First/Mid-Level Officials and Managers - This group consists of 6 employees, of whom none are minorities and 1 is a female. There is no need to set a placement goal at this time for minorities or females.
- 2 - Professionals - This group consists of 84 employees, of whom 4 are minorities and 16 are females. There is no need to set a placement goal at this time for minorities or females.
- 3 - Technicians - This group consists of 36 employees, of whom 1 is a minority and 5 are females. There is no need to set a placement goal at this time for minorities, but there is a goal of 34.73% for females.
- 5 - Administrative Support Workers - This group consists of 12 employees, of whom none are minorities and 12 are females. There is no need to set a placement goal at this time for minorities or females.
- 6 - Craft Workers - This group consists of 19 employees, of whom 2 are minorities and none are females. There is no need to set a placement goal at this time for minorities or females.
- 7 - Operatives - This group consists of 11 employees, of whom 2 are minorities and 2 are females. There is no need to set a placement goal at this time for minorities or females.

GRW will use alternate recruitment sources, when necessary, to attract more qualified external applicants. In those instances where statistical disparities are indicated, GRW will take action as outlined in the Action-Oriented Programs Section to monitor and eliminate any problem areas, as well as other similar actions.

## **Development and Execution of Action-Oriented Programs**

### **41 C.F.R. § 60-2.17(c)**

GRW has instituted action-oriented programs designed to eliminate any problem areas, should they exist, in accordance with § 60-2.17(b), and to help achieve specific affirmative action goals. GRW will make good-faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results. These programs may include items such as:

1. Conducting periodic reviews of job descriptions attempting to ensure they accurately reflect job-related duties and responsibilities.
2. Reviewing job qualifications by department and job title for job-relatedness, and using job performance criteria.
3. Making job descriptions and qualifications available to recruiting sources and to all members of management involved in the recruiting, screening, selection, and promotion processes.
4. Making good-faith efforts to select the most qualified candidates. Accordingly, GRW evaluates its total selection process to ensure selections are made in a nondiscriminatory manner through:
  - a. Annual reviews of job applications and other pre-employment forms to ensure information requested is job-related;
  - b. Annual evaluations of selection methods that may result in statistical disparities to ensure they are non-discriminatory;
  - c. Annual provisions of assistance, such as training and guidance on proper interviewing techniques and EEO training, to employees, management, and supervisory staff, including, but not limited to, those who are involved in the recruitment, selection, discipline, and other related processes, so that personnel actions are made in a nondiscriminatory manner; and
  - d. Annual review of selection techniques and employment standards.
5. GRW employs appropriate methods to attempt to improve recruitment and increase the flow of qualified minorities and women applicants in its recruiting process, including a number of the following actions:
  - a. Disseminating information on job opportunities to organizations representing minorities, women, and employment development agencies when job opportunities occur;
  - b. Encouraging all employees to refer qualified applicants;
  - c. Actively recruiting in colleges and universities with predominantly minority or female enrollments where underutilization exists in such areas, and

- d. Requesting employment agencies to refer qualified minorities and women.
  - e. Whenever feasible and appropriate, GRW participates in job fairs, career days, youth-motivation programs, and other programs that foster exposure for qualified minorities and women.
  - f. GRW encourages all employees to participate in Company-sponsored activities and programs.
  - g. GRW utilizes various community organizations and schools as referral sources.
6. GRW reviews promotion criteria and procedures so that job qualifications form the basis for the promotional decisions. GRW monitors promotion rates for minorities and women and, when necessary, may employ one or more of the following procedures:
- a. Providing job training, job-related courses, or certificate programs.
  - b. Reviewing work specifications and job qualifications to ensure job-relatedness.
  - c. Conducting career counseling, where appropriate, during performance evaluations.
  - d. Informing employees about educational programs and other opportunities available to improve their employment prospects.
  - e. Reviewing Company-sponsored social and recreational activities to ensure non-discriminatory participation and availability.
  - f. Ensuring that all employees are given equal opportunity for promotion. This is achieved by:
    - 1. Generally posting or otherwise announcing promotional opportunities.
    - 2. Offering counseling to assist employees in identifying promotional opportunities, training and educational programs to enhance promotions and opportunities for job rotation or transfer; and
    - 3. Evaluating job requirements for promotion.

## **Internal Audit and Reporting System**

### **41 C.F.R. § 60-2.17(d)**

- 1. Jenny Dixon, GRW's EEO Administrator, maintains an internal audit system to attempt to oversee GRW's Affirmative Action Program and assess progress. The EEO Administrator is responsible for ensuring that the formal AAP documents are developed and prepared and for the effective AAP implementation; however, responsibility is likewise vested with each department

manager and supervisor, depending upon the specific responsibility. The audit system is designed and implemented to measure the effectiveness of the total affirmative action program [41 C.F.R. § 2.17 (d)(1)-(4)], including:

- a. Monitoring records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation at all levels, to ensure the nondiscriminatory policy is carried out,
  - b. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained,
  - c. Reviewing reports at all levels of management; and
  - d. Advising top management of the program's effectiveness and submitting recommendations to improve unsatisfactory performance. 41 C.F.R. § 2.17 (d)(1)-(4).
2. GRW reviews various employment decisions, such as job referrals, hiring decisions, transfers, promotions, and terminations. GRW maintains summary data where necessary and feasible, and conducts regular reviews at least annually.
  3. There is no "de facto" (in practice without being officially established) segregation. Further, GRW ensures that facilities, as broadly defined in 41 C.F.R. § 60-1.8, provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result, provided that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to ensure privacy between the sexes.
  4. GRW complies with required records retention provisions set forth in 41 C.F.R. § 60-1.12 and elsewhere in the applicable OFCCP regulations, and maintains a) employment applications (generally for two years); b) summary data of applicant flow by identifying, at least, total applicants, total minority applicants, and total female applicants, where necessary and feasible, and conducts regular reviews at least annually; c) applicant flow showing the name, race, sex, date of application, job title, interview status, and the action taken for all individuals applying for job opportunities, and the relevant applicant/hire decisions; d) summary data of external job offers and hires, promotions, resignations, terminations, and layoffs by job group and by sex and minority group identification; and e) records pertaining to its compensation system.
  5. Provide needed reports to managers and supervisors regarding the results of the audit as well as GRW's overall progress in the area of EEO/AA. Any recommended actions should be made as well. Reports shall be made to senior management on at least an annual basis.

## **Guidelines for Prevention of Sex Discrimination**

### **41 C.F.R. § 60-20.1 et seq.**

GRW supports the promotion and ensuring of equal employment opportunity of its employees and applicants without regard to sex, and endorses and complies with the following policy statements:

1. GRW does not discriminate against any employee or applicant for employment because of sex. The term sex includes, but is not limited to, pregnancy, childbirth, or related medical conditions; gender identity; transgender status; and sex stereotyping. 41 C.F.R. §60-20.2(a).
2. GRW maintains gender-neutral personnel policies that expressly indicate that there shall be no unlawful discrimination against employees based on sex. Unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of business, GRW will not make any distinction based on sex in recruitment, hiring, firing, promotion, compensation, hours, job assignments, training, benefits, or other terms, conditions, or privileges of employment. The terms and conditions of any written collective bargaining agreements shall not be inconsistent with these guidelines. 41 C.F.R. §60-20.2(b).
3. GRW will not make any distinction between married and unmarried persons of one sex that is not made between married and unmarried persons of the opposite sex; or deny employment to women with children unless it has the same exclusionary policies for men; or steer women into lower-paying or less desirable jobs on the basis of sex; or impose any differences in retirement age or other terms, conditions, or privileges of retirement on the basis of sex. 41 C.F.R. § 60.20.2(b).
4. GRW does not maintain seniority lines and lists on the basis of sex. 41 C.F.R. § 60-20.2(b).
5. GRW's employment advertisements do not express a sex preference nor does GRW place advertisements in columns designated "males" or "females", unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of business. 41 C.F.R. §60-20.2(b).
6. All employees at GRW shall have an equal opportunity to any available job that he or she is qualified to perform, unless sex is a bona fide occupational qualification. 41 C.F.R. §60-20.2(b).
7. GRW will not deny transgender employees access to the restrooms or similar facilities designated for use by the gender with which they identify. 41 C.F.R. §60-20.2(b).
8. GRW will not treat employees or applicants adversely because they have received or are planning to receive transition-related medical services designed to facilitate the adoption of a sex or gender other than the individual's designated sex at birth. 41 C.F.R. §60-20.2(b).
9. GRW does not hire or employ employees on the basis of sex unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of business. 41 C.F.R. §60-20.3.
10. GRW does not engage in any employment practice that discriminates in wages, benefits, or any other forms of compensation, or denies access to earnings opportunities, because of sex. 41 C.F.R. §60-20.4.
11. All employees of GRW have equal opportunity to obtain regular and/or overtime hours, commissions, pay increases, incentive compensation, or any other additions to regular earnings. 41 C.F.R. §60-20.4.

12. GRW's wage schedules are not related to or based on sex, but rather are based on job relatedness and are consistent with business necessity. 41 C.F.R §60-20.4.
13. GRW does not discriminate on the basis of pregnancy, childbirth, or related medical conditions, including childbearing capacity. 41 C.F.R. § 60-20.5.
14. Any fringe benefits, which include but are not limited to medical, hospital, accident, life insurance and retirement benefits; profit-sharing and bonus plans; leave, etc. that are offered by GRW, are not based on sex. 41 C.F.R. § 60-20.6.
15. GRW does not make employment decisions on the basis of sex-based stereotypes, such as stereotypes about how males and/or females are expected to look, speak, or act. 41 C.F.R. § 60-20.7.
16. GRW has a no tolerance policy regarding harassment and hostile work environments. Harassment on the basis of sex includes unwelcome sexual advances, requests for sexual favors, offensive remarks about a person's sex, and other verbal or physical conduct of a sexual nature. Harassment because of sex includes sexual harassment (including sexual harassment based on gender identity or transgender status); harassment based on pregnancy, childbirth, or related medical conditions; and harassment that is not sexual in nature but that is because of sex or sex-based stereotypes. 41 C.F.R. § 60-20.8.
17. When appropriate, GRW makes affirmative efforts to increase the number and percentage of women in the workforce, including, but not limited to the following:
  - a. GRW recruits women and encourages existing women employees to apply for positions historically labeled by society as "traditionally male".
  - b. GRW guarantees equal, gender-neutral access to training and tuition reimbursement programs, including management training and other types of workplace training programs.
  - c. GRW informs management of its affirmative action responsibilities.

## **Policy with Respect to Religion/National Origin**

### **41 C.F.R. § 60-50.1 et seq.**

Pursuant to the guidelines prohibiting discrimination on the basis of religion and/or national origin, 41 C.F.R. § 60-50.1, et seq., GRW hereby reaffirms that it does not discriminate against employees, or applicants for employment, because of religion or national origin. GRW takes affirmative action to seek to ensure that employees or applicants for employment are treated without regard to their religion or national origin in all aspects of the terms and conditions of employment, such as upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay (or other forms of compensation), and selection for training.

GRW has reviewed its employment practices and determined that its employees, including those who belong to religious or ethnic groups, have received fair consideration for job opportunities. Based upon its review, and depending upon the circumstances, GRW will undertake appropriate actions, which may include one or more of the following activities:

1. Issuing a policy directive to employees reaffirming GRW's obligation to provide equal employment opportunity without regard to religion or national origin. This policy will be communicated in such a manner as to foster understanding, acceptance, and support among executives, managers, supervisors, and other employees, and to encourage such persons to take the necessary action to aid GRW in meeting its obligations.
2. Developing internal procedures to ensure GRW's obligation to provide equal employment opportunity, without regard to religion or national origin, is fully implemented. Specifically, employment activities are reviewed by the EEO Administrator.
3. Informing management annually of its commitment to equal employment opportunity, without regard to religion or national origin.
4. Enlisting the assistance and support of recruitment sources for this commitment.

GRW acknowledges its responsibility to make reasonable accommodations for the religious observances and practices of its existing or prospective employees under the terms of Title VII of the Civil Rights Act of 1964. An accommodation for religious purposes will be denied should GRW determine that the company would have to suffer undue hardship. During this accommodation evaluation, the following factors will continue to be considered by GRW:

1. Business necessity;
2. Financial costs and expenses; and
3. Resulting personnel problems.

## **Organizational Profile**

Contractors and subcontractors are required to include in their AAPs an organizational profile of their workforce using either a “workforce analysis” or “organizational display” that provides detailed data reflecting staffing patterns within the establishment. 41 C.F.R. § 60-2.11. An organizational profile shows the staffing pattern within a contractor’s establishment. This profile assists an employer in identifying where, in the workforce of its site which is the subject of this AAP, women or minorities are underrepresented or concentrated. A workforce analysis is used in this AAP, which lists each job title from the lowest paid to the highest paid within each department or similar organizational unit.

## **Job Group Analysis**

Contractors and subcontractors are required to include in their AAPs a “job group analysis” by combining jobs at the establishment with similar content, wage rates, and opportunities to form job groups. 41 C.F.R. § 60-2.12. The job group analysis is a contractor’s first comparison of the representation of minorities and women in its workforce with the estimated availability of minorities and women to be employed. The job group is created by first sorting the various jobs at the establishment into job groups, which is a collection of jobs in an organization with similar job content (field of work and/or skill level), similar promotional opportunities, and similar compensation. The job groups then are developed to fit the unique characteristics of each organizational unit, taking into account the size, type, and complexity of the work performed. Contractors, after combining the job titles for the job group analysis, must then separately provide the percentage of minorities and the percentage of women they employ in each job group.

## **Availability Analysis**

Contractors and covered Federal subcontractors, after aggregating individual jobs into job groups, are then required to determine the availability of women and minorities for those job groups. 41 C.F.R. § 60-2.14. “Availability” is a percentage estimate of the women and minorities who have the skills required to perform the jobs within the job groups. To determine the availability percentages, contractors are required to consider two factors: 1) factors reflecting the availability outside the contractor’s workforce (such as people in the immediate labor area or reasonable recruitment area); and, 2) factors affecting the availability inside the contractor’s own workforce (such as people who are qualified and available by transfer, promotion, or training). Contractors typically rely on the most current U.S. Census data to develop their external availability factors, and on their own workforce numbers to develop their internal availability factors. Both external and internal factors must be considered, but contractors may “weight” each of the two factors according to each factor’s relevance to the job group in question. Such weighting is included in the following availability statistics for each job group.

After a contractor has formulated job groups and determined the minority and female availability percentages for each job group, it must then compare the actual utilization of minorities and women in each job group with their estimated availability, and identify those job groups where the percentage of women and/or minorities employed is less than would reasonably be expected given their availability. 41 C.F.R. § 60-2.15.

## Placement Goals

Contractors and subcontractors must compare the percentage of minorities and women in each job group with the availability for those job groups as calculated in this AAP. 41 C.F.R. § 60-2.13 to 60.2.15. When the percentage of minorities or women in a job group is less than would be reasonably expected given their availability, contractors are required to establish placement goals, which also serve as reasonably attainable objectives to measure progress toward achieving equal employment opportunity. 41 C.F.R. § 60-2.16.

Contractors may use a number of methods to determine whether their actual employment percentage of minorities and/or females is lower than would reasonably be expected, including the need to set a placement goal when: 1) there is “any difference” between the availability percentage and the employment percentage; 2) actual employment is less than 80 percent of calculated availability (which is the expected representation); or, 3) the difference between the actual and expected employment is statistically significant. Any reasonable method, as long as it is uniformly applied, is acceptable to the OFCCP.

**Placement goals** are established as a percentage equal to the calculated availability and serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. 41 C.F.R. § 60-2.16. **Although a contractor is required to make good faith efforts to meet its goals, the goals are not allowed under law to be quotas (with the exception of a few circumstances, such as when there is a court order to remedy prior unlawful discrimination.)**

## **Progress Toward Goals Report**

Contractors and subcontractors must maintain its current affirmative action plan (AAP) and documentation of good faith efforts, and must preserve its AAP and documentation of good faith efforts for the immediately preceding AAP year. 41 C.F.R. § 60-1.12 (b).

One of the key components to the effective implementation of an AAP is the acknowledgement of progress toward the goals established in the utilization analysis of the preceding year. As such, this is one of the items requested by OFCCP during a routine compliance evaluation.

To compare progress toward goals, the contractor must measure the employment activity that has occurred during the plan year. The variable here is opportunities which are defined by OFCCP as total placements (hires plus promotions) into the job group.

## **Disparity Analysis**

Contractors and subcontractors are required to include personnel activity (applicant flow, hires, terminations, promotions, and any other personnel actions) to determine whether there are selection disparities. 41 C.F.R. § 60-2.17 (b) (2).

The Disparity Analysis is a tool to measure the statistical relationship between two selected groups. The following report identifies whether the rates of those hired, promoted, or terminated are similar without regard to race or gender.

**Affirmative Action Program for  
Protected Veterans**

**GRW Engineers, Inc.**

**Headquarters**

**Affirmative Action Program  
For Protected Veterans**

**February 1, 2025 through January 31, 2026  
Plan Year**

## **CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL**

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of GRW which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to GRW or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

**GRW Engineers, Inc.**  
**Headquarters**

**AFFIRMATIVE ACTION PROGRAM  
FOR PROTECTED VETERANS**

**February 1, 2025 through January 31, 2026  
Plan Year**

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## Introduction

GRW Engineers, Inc. (GRW) sets forth this affirmative action program (“AAP”) for the year from February 1, 2025 through January 31, 2026, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP, GRW recognizes its duty to ensure equal employment opportunity.

**Definitions.** For the purposes of this AAP, the term “Protected Veteran” shall be defined as follows, according to the VEVRAA regulations:

Active Duty Wartime or Campaign Badge Veteran means a veteran who served on active duty in the U.S. military, ground, naval, or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, under the laws administered by the U. S. Department of Defense.

Armed Forces Service Medal Veteran means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation to which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

Disabled Veteran means:

1. A veteran of the U. S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or
2. A person who was discharged or released from active duty because of a service-connected disability.

Protected Veteran means a veteran who is protected under the non-discrimination and affirmative action provisions of VEVRAA; specifically, a veteran who may be classified as a “disabled veteran,” “recently-separated veteran,” “active duty wartime or campaign badge veteran,” and/or an “Armed Forces Service Medal Veteran” as defined by this AAP and VEVRAA.

Recently-Separated Veteran means any veteran during the three-year period beginning on the date of such veteran’s discharge or release from active duty in the U.S. military, ground, naval, or air service.

Pre-JVA veterans are those who would be protected by 41 C.F.R. Part 250 if it were not rescinded, but would not be protected under 41 C.F.R. Part 300, and if GRW is found to still be signatory to any federal contracts signed on or before November 30, 2003 and which have not since been amended, modified and/or extended.

## **Equal Employment Opportunity Policy Statement**

### **41 C.F.R. § 60-300.44(a)**

In setting forth this plan GRW reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Jenny Dixon, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. GRW's top U.S. executive supports GRW's AAP.

GRW provides for an audit and reporting system regarding GRW's affirmative action responsibilities under the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA") regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to protected veteran status; and ensures that all employment actions are based only on valid job requirements. It is GRW's policy not to discriminate because of a person's relationship or association with a protected veteran. This includes spouses and other family members. GRW will safeguard the fair and equitable treatment of protected veteran spouses and family members with regard to all employment actions and prohibit harassment of applicants and employees because of their relationship or association with a protected veteran. GRW's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;
2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for protected veterans;
3. opposing any act or practice made unlawful by VEVRAA or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for protected veterans; or
4. exercising any other right protected by VEVRAA or its implementing regulations.

GRW's full AAP, absent the data metrics required by 41 CFR § 60-300.44(k), is available for inspection upon request. The method of obtaining a copy of the AAP is listed within the affirmative action policy statement physically posted at GRW's establishment.

## **Review of Personnel Processes**

### **41 C.F.R. § 300.44(b)**

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.
2. GRW also ensures that when a protected veteran is considered for employment opportunities, GRW relies only on that portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue.
3. GRW ensures that its personnel processes do not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified.
4. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. A description of the review and any necessary modifications to personnel processes or development of new processes is included in this AAP.
5. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. The procedures GRW uses are as follows:
  - a. The application or personnel form of each known applicant who is a protected veteran is annotated to identify each vacancy for which the applicant was considered, and the form will be quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.
  - b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for it to place a disabled veteran on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-300.23(d).

## **Physical and Mental Job Qualifications**

### **41 C.F.R. § 300.23 and 44(c)**

1. GRW adheres to a schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position and are consistent with job necessity.
2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other change in employment status such as

promotion, demotion or training, to the extent that qualification standards tend to screen out qualified disabled veterans, the standards shall be related to the specific job or jobs for which the individual is being considered and consistent with business necessity. GRW reviews its job descriptions and qualifications to ensure they accurately reflect job duties and responsibilities. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

3. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.
4. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.
5. When GRW conducts a medical examination or inquiry of a protected veteran it will do so according to the terms and conditions of the VEVRAA and Section 503 regulations, and the results of such an examination or inquiry are kept confidential according to federal regulations, which includes the following exceptions:
  - a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;
  - b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,
  - c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities or protected veterans, or enforcing The Americans with Disabilities Act (“ADA”) and The Americans with Disabilities Act Amendment Act of 2008 (“ADAAA”), shall be provided relevant information on request.

## **Reasonable Accommodation**

### **41 C.F.R. §60-300.44(d)**

1. It is GRW's policy as a matter of nondiscrimination to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified disabled veterans unless it can demonstrate that the accommodation would impose an undue hardship on GRW's business, in accordance with the terms and conditions of Section 503 regulations. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 60-300.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).
2. As a matter of affirmative action, if an employee who is known to be a disabled veteran is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW confidentially notifies the employee of the performance problem and inquires whether the problem is related to the employee's disability.
3. If the employee responds affirmatively, GRW confidentially inquires whether the employee is in need of a reasonable accommodation.

## **Anti-Harassment Procedures**

### **41 C.F.R. § 60-300.44(e)**

GRW has developed and implemented procedures to ensure its employees are not harassed because of their status as a protected veteran.

## External Dissemination of Policy, Outreach, and Positive Recruitment

### 41 C.F.R. § 300.44(f)

1. GRW sends written notification of its policy related to affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.
2. GRW undertakes appropriate outreach and positive recruitment activities such as some of those listed below that are reasonably designed to effectively recruit protected veterans. It is not contemplated that GRW will necessarily undertake all the activities listed below or that its activities will be limited to the items listed below. The scope of GRW's efforts shall depend upon all circumstances, including GRW's size and resources and the extent to which existing employment practices are adequate.
  - a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for veterans to fulfill its commitment to provide meaningful employment opportunities for such veterans:
    - i. The Local Veterans' Employment Representative in the local employment service office (i.e. the One-Stop) nearest GRW's establishment;
    - ii. The Department of Veterans Affairs Regional Office nearest GRW's establishment;
    - iii. The veterans' counselors and coordinators ("Vet-Reps") on college campuses;
    - iv. The service officers of the national veterans' groups active in the area of GRW's establishment;
    - v. Local veterans' groups and veterans' service centers near GRW's establishment;
    - vi. The Department of Defense Transition Assistance Program (TAP), or any subsequent program that, in whole or in part, might replace TAP; and
    - vii. Any organization listed in the Employer Resources section of the National Resource Directory (<http://www.nrd.gov/>), or any future service that replaces or complements it.
  - b. GRW also considers taking the actions listed below, as appropriate, to fulfill its commitment to provide meaningful employment opportunities to protected veterans:
    - i. Formal briefing sessions should be held, preferably on GRW's premises, with representatives from recruiting sources.

- ii. GRW's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of the company's selection process, and recruiting literature are an integral part of the briefing. At any such briefing sessions, the GRW official in charge of its affirmative action program is in attendance when possible. Formal arrangements should be made for referral of applicants, follow up with sources, and feedback on disposition of applicants.
  - iii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are protected veterans.
  - iv. An effort is made to participate in work-study programs with Department of Veterans Affairs rehabilitation facilities which specialize in training or educating disabled veterans.
  - v. Protected veterans are made available for participation in career days, youth motivation programs, and related activities in their communities.
  - vi. GRW takes any other positive steps it deems necessary to attract qualified protected veterans not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These persons may be located through the local chapters of organizations of and for any of the classifications of protected veterans.
  - vii. GRW, in making hiring decisions, considers applicants who are known protected veterans for all available positions for which they may be qualified when the position(s) applied for is unavailable.
  - viii. GRW considers listing its job openings with the National Resource Directory's Veterans Job Bank, or any future service that replaces or complements it.
3. GRW documents all activities it undertakes to comply with the obligations of this section, and retain these documents for a period of three (3) years.

## **Assessment of External Outreach and Recruitment Efforts**

### **41 C.F.R. § 300.44(f)(3)**

1. GRW, on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to 41 C.F.R. § 60-300.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement

alternative efforts listed in paragraphs (f)(1) or (f)(2) of this section to fulfill its obligations.

## **Internal Dissemination of Policy**

### **41 C.F.R. § 60-300.44(g)**

1. GRW recognizes that a strong outreach program will be ineffective without adequate internal support from supervisory and management personnel and other employees.
2. GRW implements and disseminates this policy internally as follows:
  - a. includes it in GRW's policy manual or otherwise make the policy available to employees; and
  - b. if GRW is party to a collective bargaining agreement, it notifies union officials and/or employee representatives to inform them of GRW's policy, and request their cooperation.
3. Further, to assure greater employee cooperation and participation in GRW's efforts, GRW has developed the internal procedures listed in this section of the AAP for communication of its obligation to engage in affirmative action efforts to employ and advance in employment qualified protected veterans. It is not contemplated that GRW's activities will be limited to those listed. These procedures shall be designed to foster understanding, acceptance and support among GRW's executive, management, supervisory and other employees and to encourage such persons to take the necessary actions to aid GRW in meeting this obligation. GRW additionally considers implementing and disseminating this policy internally as follows:
  - a. Informing all employees and prospective employees of its commitment to engage in affirmative action to increase employment opportunities for protected veterans;
  - b. Publicizing it in GRW's newspaper, magazine, annual report and other media;
  - c. Conducting special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's support for the affirmative action policy;
  - d. Discussing the policy thoroughly in both employee orientation and management training programs; and
  - e. When employees are featured in employee handbooks or similar publications for employees, including disabled veterans.

## **Audit and Reporting System**

### **C.F.R. § 60-300.44(h)**

1. GRW has designed and implemented an audit and reporting system that:
  - a. Measures the effectiveness of GRW's AAP;
  - b. Indicates any need for remedial action;
  - c. Determines the degree to which GRW's objectives have been attained;
  - d. Determines whether known protected veterans have had the opportunity to participate in all of GRW's sponsored educational, training, recreational and social activities;
  - e. Measures GRW's compliance with the AAP's specific obligations; and
  - f. Documents the actions taken to comply with the obligations of paragraphs (a) through (e) above, and retain these documents as employment records for three years subject to the recordkeeping requirements of § 60-300.80.
2. Where the affirmative action program is found to be deficient, GRW undertakes necessary action to bring the program into compliance.

## **Responsibility for Implementation of the Plan**

### **1. Identification and Responsibilities of EEO/AA Administrator**

#### **41 C.F.R. § 60-300.44(i)**

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity should appear on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator shall be given top management support and staff to manage the implementation of this program as it pertains to all applicable laws, orders and regulations, including VEVRAA. Specifically, Jenny Dixon or the designated representative's duties include:

- a. Ensures that GRW lists its job openings in accordance with the requirements of 41 C.F.R. § 300.5.
- b. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to

employ and advance in employment qualified employees and applicants who are protected veterans.

- c. Ensuring GRW's applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee who is a disabled veteran in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual who is a disabled veteran to access the contents of a poster.
- d. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.
- e. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.
- f. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-300.44(g).
- g. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of \$150,000, unless exempted by the rules, regulations, or orders of the Secretary of Labor pursuant to VEVRAA, so that such provisions will be binding upon each subcontractor or vendor, under the terms and conditions of 41 CFR § 60-300.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 80 FR 38293 (2015).
- h. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- i. Developing, maintaining and, where appropriate, modifying GRW's AAP for protected veterans, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.
- j. Advising supervisors that they are responsible to prevent harassment of employees due to their status as a protected veteran.
- k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.

- l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of the Company and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date.
- m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for protected veterans.
- n. Evaluating the effectiveness of GRW's plan on a regular basis, and reporting to management.
- o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
- p. Assisting in ensuring that GRW has processes and procedures: a) to ensure career counseling for employees who are protected veterans, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure protected veterans are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.
- q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
- r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.
- s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.
- t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the VEVRAA regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:
  - i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a); and
  - ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a).

Further, GRW does not compel or coerce an individual to self-identify as a protected veteran. GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical or personnel files of individual employees) as set forth in 41 C.F.R. § 60-300.23(d). GRW only uses the self-identification information in accordance with the VEVRAA regulations.

- u. Ensuring that GRW complies with its obligations under 41 C.F.R. § 60-300.45, which requires that GRW establish benchmarks for hiring, the purpose of which is to create a

quantifiable method by which GRW can measure its progress toward achieving equal employment opportunity for protected veterans. The benchmarks will be set on an annual basis and will be documented also as set forth in this AAP.

- v. If an applicant identifies himself or herself as a disabled veteran in the post-offer self-identification detailed above, GRW inquires of the applicant whether an accommodation is necessary, and, if so, engages with the applicant regarding reasonable accommodation. GRW may make such inquiries to the extent they are consistent with the Americans with Disabilities Act. GRW maintains a separate file in accordance with Section 60-300.23(d) on persons who have self-identified as disabled veterans.

## **2. Management Responsibilities**

### **41 C.F.R. § 60-300.44(i)**

Line and upper management are advised of their responsibilities for GRW's AAP regarding protected veterans within his or her area of responsibility, including but not limited to their obligations to:

- a. Review GRW's AAP for protected veterans with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.
- b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.
- c. Review the qualifications of applicants and employees in their area of responsibility to ensure protected veterans are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.
- d. Review employees' performance to ensure that illegal discrimination regarding protected veterans does not occur.
- e. Make available career counseling to employees who are protected veterans, when so requested, and as appropriate.
- f. Review position descriptions to see that they adequately reflect the job to be performed.
- g. Audit training programs, hiring, and promotion patterns.
- h. Assist subordinates and upper management in the prevention of harassment.
- i. Show support for this AAP.

## **Affirmative Action Training**

### **41 C.F.R. § 60-300.44(j)**

GRW provides training to all personnel involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure its AAP commitments are implemented.

**Affirmative Action Program for  
Individuals with Disabilities**

**GRW Engineers, Inc.**

**Headquarters**

**Affirmative Action Program  
for  
Individuals with Disabilities**

**February 1, 2025 through January 31, 2026  
Plan Year**

## **CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL**

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of GRW, which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to GRW or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

**GRW Engineers, Inc.  
Headquarters**

**AFFIRMATIVE ACTION PROGRAM  
FOR  
INDIVIDUALS WITH DISABILITIES**

**February 1, 2025 through January 31, 2026  
Plan Year**

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## **Introduction**

GRW Engineers, Inc. (GRW) sets forth this Affirmative Action Program (“AAP”) for the year from February 1, 2025 through January 31, 2026, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with Section 503 of the Rehabilitation Act of 1973 (“Section 503”) and its implementing regulations, as amended, and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this plan, GRW recognizes its duty to ensure equal employment opportunity for, and to prevent discrimination against, individuals with disabilities. The following statement of policy reinforces that belief.

## **Equal Employment Opportunity Policy Statement** **41 C.F.R. § 60-741.44(a)**

In setting forth this plan GRW reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Jenny Dixon, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. GRW’s top U.S. executive supports GRW’s AAP.

GRW provides for an audit and reporting system regarding GRW’s affirmative action responsibilities under Section 503 regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to disability; and ensures that all employment actions are based only on valid job requirements. GRW’s employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;
2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for individuals with disabilities;
3. opposing any act or practice made unlawful by Section 503 or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for individuals with disabilities; or
4. exercising any other right protected by Section 503 or its implementing regulations in this part.

GRW’s full AAP, absent the data metrics required by 41 CFR § 60-741.44(k), is available for inspection upon request. The method of obtaining a copy of the AAP is listed within the affirmative action policy statement physically posted at GRW’s establishment.

## **Review of Personnel Processes**

### **41 C.F.R. § 741.44(b)**

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.
2. GRW also ensures its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to jobs for which they are qualified.
3. GRW also ensures its applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communications technologies.
4. GRW provides necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. A description of the review and any necessary modifications to personnel processes or development of new processes are included in this AAP, and are as follows:
  - a. The application or personnel form of each known applicant who is an individual with a disability is annotated to identify each vacancy for which the applicant was considered, and the form is quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.
  - b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for him or her to place an individual with a disability on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-741.23(d).

## **Review of Physical and Mental Job Qualifications**

### **41 C.F.R. § 60-741.44(c)**

1. GRW has the following schedule for its review of physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified people with disabilities, such qualifications are job-related for the position in question and consistent with business necessity, and adheres to this schedule. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other changes in employment status such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified individuals on the basis of disability, the standards are related to the specific job or jobs for which the individual is being considered and consistent with business necessity.
3. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.
4. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.
5. When GRW conducts a medical examination or inquiry of a person with a disability, it will do so according to the terms and conditions of the Federal Regulations implementing Section 503, and the results of such an examination or inquiry are kept confidential according to Federal regulations, which includes the following exceptions:
  - a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;
  - b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,
  - c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities, or enforcing The Americans with Disabilities Act (“the ADA”) and The Americans with Disabilities Act Amendment Act of 2008 (“the ADAAA”), shall be provided relevant information on request.

## **Reasonable Accommodation to Physical and Mental Limitations**

### **41 C.F.R. § 60-741.44(d)**

1. It is GRW's policy, as a matter of nondiscrimination, to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified individuals with a disability, unless GRW can demonstrate that the accommodation would impose an undue hardship on GRW's business. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 741.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).
2. As a matter of affirmative action, if an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW shall confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.

## **Anti-Harassment Procedures**

### **41 C.F.R. § 60-741.44(e)**

GRW has developed and implemented procedures to ensure that its employees are not harassed on the basis of disability.

## **External Dissemination of Policy, Outreach, and Positive Recruitment**

### **41 C.F.R. § 60-741.44(f)**

1. GRW undertakes appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. It is not contemplated that GRW will necessarily undertake all the activities listed in Paragraph (f)(2) of this section or that its activities will be limited to those listed. The scope of GRW's efforts shall depend upon all the circumstances, including the contractor's size and resources and the extent to which existing employment practices are adequate.
2. Examples of outreach and recruitment activities. Below are examples of outreach and positive recruitment activities GRW may undertake in accordance with Paragraph 1 of this section.
  - a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for individuals with disabilities, to fulfill its commitment to provide equal employment opportunity for such individuals:

- i. the State Vocational Rehabilitation Service Agency (“SVRA”), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;
  - ii. the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;
  - iii. the Department of Veterans Affairs Regional Office nearest GRW's establishment ([www.va.gov](http://www.va.gov));
  - iv. entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN) ([www.earnworks.com](http://www.earnworks.com));
  - v. local Employment Network (“EN”) organizations (other than GRW, if GRW is an EN) listed in the Social Security Administration's Ticket to Work Employment Network Directory ([www.yourtickettowork.com/endir](http://www.yourtickettowork.com/endir));
  - vi. local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;
  - vii. placement or career offices of educational institutions that specialize in the placement of individuals with disabilities; and
  - viii. private recruitment sources, such as professional organizations or employment placement services that specialize in the placement of individuals with disabilities.
- b. In addition, GRW has considered taking the actions listed below to fulfill its commitment to provide equal employment opportunities to individuals with disabilities. It is not contemplated that GRW will necessarily undertake all of the activities listed below.
- i. Formal briefing sessions held, preferably on GRW's premises, with representatives from recruiting sources. GRW's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of GRW's selection process, and recruiting literature are an integral part of any such briefing. At any such briefing sessions, GRW's official in charge of GRW's AAP should be in attendance when possible. Formal arrangements are made for referral of applicants, follow up with sources, and feedback on disposition of applicants, from any such briefings.

- ii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are individuals with disabilities.
  - iii. GRW makes an effort to participate in work-study programs for students, trainees, or interns with disabilities in programs found through outreach, such as to State and local schools and universities, and through EARN.
  - iv. Individuals with disabilities may be made available for participation in GRW's career days, youth motivation programs, and related activities in GRW's communities.
  - v. GRW takes any other positive steps it deems necessary to attract individuals with disabilities not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These individuals may be located through State and local agencies supported by the U.S. Department of Education's Rehabilitation Services Administration (RSA) (<http://rsa.ed.gov>), local Ticket-to-Work Employment Networks, or local chapters of groups or organizations that provide services for individuals with disabilities.
  - vi. GRW, in making hiring decisions, considers applicants who are known to have disabilities for all available positions for which they may be qualified when the position(s) applied for is unavailable.
3. GRW sends written notification of its policy relating to its affirmative action efforts to all its covered federal subcontractors, including covered subcontracting vendors and suppliers, requesting appropriate action on their part.
  4. GRW documents all activities it undertakes to comply with the obligations of this section, and retains these documents for a period of three (3) years.

### **Assessment of External Outreach and Recruitment Efforts**

#### **41 C.F.R. § 60-741.44(f)(3)**

1. GRW on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate its effectiveness in identifying and recruiting qualified individuals with disabilities. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data GRW collected pursuant to 41 C.F.R. § 741.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it identifies and implements alternative efforts listed in Paragraph 2 above to fulfill its obligations.

## **Internal Dissemination of Policy**

### **41 C.F.R. § 60-741.44(g)**

1. GRW recognizes that even a strong outreach program for individuals with disabilities may be ineffective without adequate internal support from its supervisors and employees. Therefore, to ensure greater employee cooperation and participation in GRW's efforts regarding its obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities, GRW has developed the following internal procedures. These procedures have been designed to foster understanding, acceptance and support among GRW's executive, management, supervisory, and other employees to encourage such persons to take the necessary actions to aid the contractor in meeting this obligation.
2. GRW implements and disseminates this policy internally as follows:
  - a. includes the policy in GRW's policy manual or otherwise makes the policy available to employees; and
  - b. where GRW is a party to a collective bargaining agreement, it notifies union officials and/or employee representatives of the contractor's policy and request their cooperation;
3. Below are some of the other methods GRW may additionally use to implement and disseminate this policy internally:
  - a. informs all employees and prospective employees of GRW's commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities;
  - b. periodically schedules special meetings with all employees to discuss the policy and explain individual employee responsibilities;
  - c. publicizes the policy in GRW's newspaper, magazine, annual report and other media;
  - d. conducts special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation making clear GRW's chief executive officer's support for the affirmative action policy;
  - e. discusses the policy thoroughly in both employee orientation and management training meetings;
  - f. includes articles on accomplishments of individuals with disabilities in GRW's publications; and
  - g. when employees are featured in employee handbooks and similar publications, includes individuals with disabilities.

## **Audit and Reporting System**

### **41 C.F.R. § 60-741.44(h)**

GRW has designed and has implemented an audit and reporting system that:

1. Measures the effectiveness of GRW's affirmative action program.
2. Indicates any need for remedial action.
3. Determines the degree to which GRW's affirmative action objectives have been attained.
4. Determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored-educational, training, recreational and social activities.
5. Measures GRW's compliance with the AAP's specific obligations.
6. Documents the actions taken to comply with the obligations of Paragraphs (1) through (5) of this section, and retain these documents as employment records for a period of three years from the date of making of the record.
7. Where GRW, upon its review, finds its AAP to be deficient and need further progress, GRW undertakes necessary action to bring the program into compliance.

## **Responsibility for Implementation of the Plan**

### **41 C.F.R. § 60-741.44(i)**

#### **1. Identification and Responsibilities of the EEO/AA Administrator. 41 C.F.R. § 60-741.44(i)**

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity appears on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator has been given the necessary senior management support and staff to manage the implementation of this AAP. Specifically, Jenny Dixon or the designated representative's duties include the following, all of which are administered in accordance with the Section 503 regulations:

- a. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.
- b. Ensuring GRW's applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an

applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee with a disability in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual with a disability to access the contents of a poster.

- c. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.
- d. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.
- e. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-741.44(g).
- f. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of \$15,000 under the terms and conditions of 41 CFR 60-741.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 75 FR 53129 (2010).
- g. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.
- h. Developing, maintaining and, where appropriate, modifying GRW's AAP for individuals with disabilities, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.
- i. Advising supervisors that they are responsible for preventing harassment of employees due to their status as individuals with disabilities.
- j. Ensuring affirmative action training is conducted in accordance with 41 C.F.R. § 60-741.44(j).
- k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.
- l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of GRW and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date and accessible to applicants and employees with disabilities.

- m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for individuals with disabilities.
- n. Evaluating the effectiveness of GRW's plan on a regular basis, as described in this AAP, and reporting to management.
- o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
- p. Overseeing GRW's processes and procedures: a) to ensure that career counseling for employees with known disabilities, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure individuals with disabilities are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.
- q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
- r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.
- s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.
- t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the Section 503 regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:
  - i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a);
  - ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a); and
  - iii. Self-identification invitation procedures for GRW's employees as set forth in 41 C.F.R. § 60-741.42 (a).

Ensuring that GRW does not compel or coerce an individual to self-identify as an individual with a disability, and that GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical files of individual employees) as set forth in 41 C.F.R. § 60-741.23(d). GRW only uses the self-identification information may be used only in accordance with the Section 503 regulations.

- u. Ensuring that GRW annually evaluates its utilization of individuals with disabilities in each job group, or in its entire workforce in accordance with 41 C.F.R. § 60-741.45, including the following:

- i. Ensuring that when the percentage of individuals with disabilities in one or more job groups, or in GRW's entire workforce, as applicable, is less than the utilization goal established in the Section 503 regulations, GRW takes steps to determine whether and where impediments to equal employment opportunity exist. When making this determination, GRW assesses its personnel processes, the effectiveness of its outreach and recruitment efforts, the results of its affirmative action program audit, and any other areas that might affect the success of its AAP.
- ii. Ensuring that GRW develops and executes action-oriented programs designed to correct any identified problem areas. These action-oriented programs may include the modification of personnel processes to ensure equal employment opportunity for individuals with disabilities, alternative or additional outreach and recruitment efforts from among those listed in 41 CFR § 60-741.44 (f)(1) and (f)(2), and/or other actions designed to correct the identified problem areas and attain the established goal.

## **2. Management Responsibilities 41 C.F.R. § 60-741.44(i)**

Line and upper management are advised of their responsibilities for GRW's AAP regarding individuals with disabilities within his or her area of responsibility, including but not limited to their obligations to:

- a. Review GRW's AAP for individuals with disabilities with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.
- b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.
- c. Review the qualifications of applicants and employees in their area of responsibility to ensure qualified individuals with disabilities are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.
- d. Review employees' performance to ensure that illegal discrimination regarding individuals with disabilities does not occur.
- e. Make available career counseling to employees with known disabilities, when so requested, and as appropriate.
- f. Review position descriptions to see that they adequately reflect the job to be performed.
- g. Audit training programs, hiring, and promotion patterns.

- h. Assist employees and other members of management in the prevention of harassment.
- i. If an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.
- j. Show support for GRW's AAP.

### **Affirmative Action Training**

#### **41 C.F.R. § 60-741.44(j)**

GRW provides training and guidance to all personnel who are involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure that its AAP commitments are implemented.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2025

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> Higginbotham Insurance Agency, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville KY 40223		<b>CONTACT NAME:</b> Ashley Buckner <b>PHONE (A/C, No, Ext):</b> 502-244-1343 <b>E-MAIL ADDRESS:</b> abuckner@higginbotham.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> GRW Engineers Inc. 801 Corporate Drive Lexington KY 40503		<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 2081754 GRWENGI-01		<b>INSURER A:</b> The Continental Insurance Company	<b>NAIC #</b> 35289
		<b>INSURER B:</b> Transportation Insurance Company	20494
		<b>INSURER C:</b> Kentucky Employers' Mutual Insurance Authority	10320
		<b>INSURER D:</b> Zurich American Insurance Company	16535
		<b>INSURER E:</b> XL Specialty Insurance Co.	37885
		<b>INSURER F:</b> Continental Casualty Company	20443

**COVERAGES**

CERTIFICATE NUMBER: 1677082840

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 SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	<b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	7064260784	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	BUA 7064260767	3/1/2025	3/1/2026	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"/> RETENTION \$ 10,000	Y Y	CUE 7064260770	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C D	<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	361580 WC 7843489-01	3/1/2025 3/1/2025	3/1/2026 3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability & Contractors Pollution Liab	Y	DPR5040767	3/1/2025	3/1/2026	Per Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Lexington-Fayette Urban County Government  
 200 East Main Street  
 Lexington KY 40507

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

RESOLUTION NO. \_\_\_\_\_ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 16-2025) WITH GRW ENGINEERS, INC., FOR PROFESSIONAL DESIGN SERVICES OF THE NEW LEXINGTON FIRE DEPARTMENT – PHASE 1 SITE DEVELOPMENT OF THE FIRE TRAINING ACADEMY CAMPUS PROJECT, AT A COST NOT TO EXCEED \$297,140.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Professional Services Agreement, which is attached hereto and incorporated herein by reference, (awarded pursuant to RFP No. 16-2025) with GRW Engineers, Inc., for professional design services of the new Lexington Fire Department – Phase 1 Site Development of the Fire Training Academy Campus Project.

Section 2 – That an amount, not to exceed the sum of \$297,140.00, be and hereby is approved for payment to GRW Engineers, Inc., from account #1105-707201-71205, pursuant to the terms of the Professional Services Agreement.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

0658-25:WDR:4916-2605-1922, v. 1

RESOLUTION NO. 349 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 16-2025) WITH GRW ENGINEERS, INC., FOR PROFESSIONAL DESIGN SERVICES OF THE NEW LEXINGTON FIRE DEPARTMENT – PHASE 1 SITE DEVELOPMENT OF THE FIRE TRAINING ACADEMY CAMPUS PROJECT, AT A COST NOT TO EXCEED \$297,140.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Professional Services Agreement, which is attached hereto and incorporated herein by reference, (awarded pursuant to RFP No. 16-2025) with GRW Engineers, Inc., for professional design services of the new Lexington Fire Department – Phase 1 Site Development of the Fire Training Academy Campus Project.

Section 2 – That an amount, not to exceed the sum of \$297,140.00, be and hereby is approved for payment to GRW Engineers, Inc., from account #1105-707201-71205, pursuant to the terms of the Professional Services Agreement.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

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

0658-25:WDR:4916-2605-1922, v. 1

## **ATTACHMENT: B**

### **CONSULTANT SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of June 24, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and GRW Engineering, Inc. (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Lexington Fire Department - Phase 1 Site Development of the Fire Training Academy Campus** as contemplated in the **OWNER's** Request for Proposal No. 16-2025. The services are hereinafter referred to as the Project.

**OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 16-2025.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering 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 CONSULTANT**

**CONSULTANT** shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 16-2025. (**Exhibit "A"**), and Consultant's Response dated June 11, 2025 (**Exhibit "B"**). 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. 16-2025. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** 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 Condition provisions of RFP No. 16-2025 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT**

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** of this Agreement. 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 **CONSULTANT** 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" are 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 **CONSULTANT** 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 **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 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 **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** 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. See **Exhibit "A"** for the project timeline/schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'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.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 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 two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

## SECTION 5 - PAYMENTS TO CONSULTANT

### 5.1 Methods of Payment for Services of CONSULTANT

#### 5.1.1 For Basic Services.

##### Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

<b><u>Design Stage (Total Services Below)</u></b>	<b><u>\$ 237,712</u></b>
Schematic Design Phase: (percentage of total services)	\$ 59,428 <u>20</u> %
Design Development Phase: (percentage of total services)	\$ 74,285 <u>25</u> %
Construction Documents Phase: (percentage of total services)	\$ 89,142 <u>30</u> %
Bid Phase: (percentage of total services)	\$ 14,857 <u>5</u> %
 <b><u>Construction Administration Stage</u></b>	 <b><u>\$ 59,428</u></b>
(percentage of total services)	<u>20</u> %
 <b><u>Total Architectural/ Engineering Services</u></b>	 <b><u>\$ 297,140</u></b>

#### 5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

### Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal Architect</u>	<u>300</u> \$/HR
<u>Site/Civil Engineer</u>	<u>175</u> \$/HR
<u>Mechanical Engineer</u>	<u>205</u> \$/HR
<u>Electrical Engineer</u>	<u>205</u> \$/HR
<u>Structural Engineer</u>	<u>205</u> \$/HR
<u>Landscape Architect</u>	<u>155</u> \$/HR
<u>Designer / CADD</u>	<u>105</u> \$/HR
<u>Administrative</u>	<u>86</u> \$/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

## **5.2. Times of Payment.**

**5.2.1.** For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

## **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 **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered 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 **CONSULTANT**.

**5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** 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 **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

## **SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

**6.1.1.** The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

**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 **CONSULTANT**.

### **6.2. Ownership and Reuse of Documents.**

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** 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 **CONSULTANT**.

### **6.3. Legal Responsibilities and Legal Relations.**

**6.3.1.** The **CONSULTANT** shall familiarize himself 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 **CONSULTANT** and its **CONSULTANTS**, 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 **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** 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 **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, 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 Statues. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

#### **6.4. Successors and Assigns.**

**6.4.1.** **CONSULTANT** 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. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

**6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT**.

#### **6.5. Disputes.**

~~Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** 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 **CONSULTANT**, shall be submitted to the Commissioner of the 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 **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.~~

Any claim, dispute or other matter in question arising out of or related to this Agreement

shall first be attempted to be settled between the Owner and Architect directly. If not settled then shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

#### **6.6. Accuracy of CONSULTANT'S Work.**

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

#### **6.7. Security Clause.**

The **CONSULTANT** 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**.

#### **6.8. Access to Records.**

The **CONSULTANT** and its sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, 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 **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

#### **6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 16-2025 are incorporated herein by reference as if fully stated with the revised language listed below. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

RFP Page 29

**RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION  
INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that **CONSULTANT** 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 **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors ~~of any tier~~ (hereinafter "**CONSULTANT**") 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) **CONSULTANT** 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 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 **CONSULTANT'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 **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **LFUCG**.
- (6) Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** 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 **CONSULTANT** in the performance of this agreement.

**SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, 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** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent 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 **CONSULTANT** within thirty (30) days.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**OWNER:**

**CONSULTANT:**

Linda Gorton

[Signature] (Signature)

Linda Gorton, Mayor

Azra McKesson, Sr. Vice President (Name & Title)

7/2/2025

6/24/2025 (Date)





# Lexington-Fayette Urban County Government

## Request for Proposals

---

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #16-2025 Site Development of the Fire Training Academy Campus Phase I** 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 **June 11, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

A pre-proposal meeting will be held May 22, 2025, 2:00 pm, 1375 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:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 20
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 15
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5
6. Fees 30

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. All submissions should be directed to:

Director, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

**AFFIDAVIT**

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_



## LEXINGTON

### MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service -Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)  
Kentucky Minority and Women Business Enterprise (MWBE)  
Women’s Business Enterprise National Council (WBENC)  
National Women Business Owners Corporation (NWBOC)  
National Minority Supplier Development Council (NMSDC)  
Tri-State Minority Supplier Development Council (TSMSSDC)  
U.S. Small Business Administration Veteran Small Business Certification (VetCert)  
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## **DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS**

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

## ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

**Proposer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Project Name:** \_\_\_\_\_ **Project Number:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

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.**

(Click or tap here to enter text.)

**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.**

**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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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

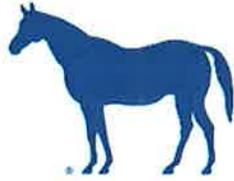
BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

### 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.



**LEXINGTON**

**REQUEST FOR PROPOSALS**

**FOR:**

**Lexington Fire Department  
New Phase 1 Site Development of the  
Fire Training Academy Campus**

**RFP # 16-2025**

**Department of General Services**

**Division of Facilities & Fleet Management**

**Capital Project Management**

**May 2025**

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## 1.0- INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from Architectural/Engineering consultants who are expertly qualified in the performance of professional design services relating to new site development construction.

The purpose of these services is for a Phase 1 Site Development of the existing Lexington Fire Department – Fire Training Academy Campus located at 1375 Old Frankfort Pike, Lexington, KY 40504. The new site improvements and development will include new parking lots for 200+ and paved driving pad areas suitable for standard vehicles and large LFD apparatus vehicles and trucks. New storm water management systems will be installed in place, along with new utilities for electric, lighting, and domestic water on the campus. A new appropriately sized bridge will be provided to the rear parcel to replace the existing structurally condemned bridge.

The address for the **Lexington Fire Department – Phase 1 Site Development Project** will be: 1375 Old Frankfort Pike, Lexington, KY 40504.

The Project shall consist of Two Stages:

- Stage 1: Design Stage
- Stage 2: Construction Administration Stage

## 1.1 - PROJECT NARRATIVE

The current Lexington Fire Department – Fire Training Academy Campus is situated along Old Frankfort Pike and has very limited access and parking. The existing rear parcel on this property was formerly utilized by our LFUCG Division of Streets and Roads, with snow removal equipment, brine storage, excess materials, and stockpiling of stone aggregates and soil. The existing bridge to access this rear parcel has been structurally condemned per the attached report and is not suitable for vehicular use. It is the only access point to this rear parcel.

The new LFUCG Town Branch Trail development will also traverse through this campus property, running parallel along Old Frankfort Pike and further reducing vehicular access and parking. The integration of this new Town Branch Trail will coincide with the new site development design and coordination with our LFUCG Division of Engineering.

In 2024, a Feasibility Study was performed to evaluate the entire existing Fire Training Academy Campus, including the Fire Training Center Facility, Fire Tower, Training Simulation Area, utilities, parking, vehicle and LFD apparatus access. A site survey and geotechnical exploration study and report were also conducted to obtain further information about the campus. The Kentucky State EPA covenant area with LFUCG for contaminated soil was also identified and defined for the small area on the site. The final report and recommendations from this Feasibility Study are included as an attachment to this RFP.

The goal of this Phase 1 Site Development Project is to maximize the vehicular parking for staff and public with the closest proximity to the existing Fire Training Center. It will also provide a new vehicular and pedestrian replacement bridge capable of supporting the largest apparatus vehicle and two-way traffic. The rear parcel will be developed to maximize additional parking and a driving pad, with utility connections for future facility development in the rear area.

The consultant shall be responsible for reviewing all attachments, reports, project criteria, and gathering the necessary information to make expert-based recommendations to the Owner. The consultant shall work with all applicable divisions of LFUCG and the State of Kentucky for the development of the site and the new access bridge. Recommendations shall include, at a minimum, comparisons of probable costs, product lifecycles, maintenance requirements, and site considerations.

Consultants should build their project design teams with expertly qualified subconsultants to complete all of the desired scope, including site development, civil engineering, landscaping, bridge design, lighting, utility infrastructure, etc.

This Request for Proposal includes all phases of design and outlines each phase with minimum requirements and recommendations within two project stages. Stage 1: Design Stage includes a schematic design phase, design development phase, construction document phase, and a bidding phase. Stage 2: Construction Administration Phase includes construction administration, and a required eleventh month walkthrough to review items that may fall under the one-year workmanship warranty provided by the contractor.

The basis of design layout shall be per the Attachment 'D' prepared by the design consultant. This is also included in the 2024 Feasibility Study aforementioned. The final layout shall be coordinated with LFUCG and the LFD stakeholders.

## 1.2 - PROGRAM & TECHNICAL REQUIREMENTS

The Phase 1 Site Development Project is anticipated to provide supporting parking, access, and future facility developments to the existing Fire Training Academy Campus. The parking lot and bridge developments shall be sited in accordance with all applicable codes, zoning, ordinances, and regulations. Consultants shall collaborate with the Lexington Fire Department for safety and security strategies to be implemented within the design.

They shall also work with all applicable Divisions of LFUCG and Commonwealth of Kentucky for planning, zoning, storm water management, utilities, easements, EPA, bridge replacement, Town Branch Trail integration, etc.

### **Site Development Areas shall include the following, but not be limited to:**

- Coordination to identify the size, location, and design of the new vehicular/pedestrian replacement bridge to the rear parcel.
- Coordination with LFUCG on the review and recommendation of excess stockpiled materials and former facility structures on the rear parcel. Confirming and coordinating all existing and/or abandoned utilities.
- Over 200 vehicular parking spaces for staff and the public, with maximizing proximity to the existing Fire Training Academy and quantity at the front parcel. Providing the required accessible parking spaces and path of travel per building code and ADA compliance.
- LED site lighting to meet all building codes and LFUCG Ordinances for safe access.
- Providing new utilities to the rear parcel for future facility developments, including domestic water, electric, and natural gas. Identify the prime locations for the driving pad and future support facilities on the rear parcel with new utility access.
- Coordination with the LFUCG Division of Engineering on the full integration of the new Town Branch Trail that traverses the Fire Training Academy Campus and portions of this new Phase 1 Development.
- Coordination with LFUCG on all storm water development and water quality requirements, including all applicable codes, ordinances, and regulations.

- Coordination with LFUCG and Commonwealth of Kentucky on the siting, sizing, and regulations of the new vehicular/pedestrian replacement bridge.

**Notes:**

1. Consultants shall coordinate with the Owner for LFUCG standards. Owner will provide the consultant with all available LFUCG standards as necessary.
2. Consultants shall coordinate with the Owner (LFUCG) and all Divisions, including the Division of Engineering and Division of Environmental Quality & Public Works, for integration of the new Town Branch Trail, stormwater management, contaminated soils covenant, and appropriate approvals for the new bridge construction at the Town Branch Creek.
3. Consultant shall coordinate all colors and finishes with the Owner including LFUCG & Lexington Fire Department graphics. Sample boards for exterior finishes shall be submitted and reviewed with the Owner for approval.
4. Any electrical, mechanical, or operable systems should be engineered for long-term operating efficiency, energy costs, and maintenance costs.
5. Consultant shall ensure any systems specified can be serviced and maintained by locally available trades-people.
6. All exterior finish materials should be long-lasting, durable, and easily maintained.
7. Building exterior and parking areas shall be well lit to provide for safe use of the campus and meet all building codes and LFUCG ordinances. Exterior lights should be resistant to vandalism and be energy efficient.
8. Consultants should consider permeable surfaces and landscaping options when evaluating storm water management.

The consultant shall provide continual coordination with the owner and provide recommendations based on cost, quality, schedule, maintenance, life cycle, constructability, and applicability to the specific project. The consultant shall prepare alternates at the Owner’s request, or as recommended by the consultant and approved by the Owner. Alternates may include, but are not limited to, additional paved areas, utilities, photovoltaics, etc.

### 1.3 - SCOPE OF BASIC SERVICES

**General Requirements:**

- a. **Council Presentations** - The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information as necessary.
- b. **Design Schedule** - See Project Schedule (Attachment C). The Consultant shall review the design schedule and submit a strategy of reaching milestone dates. Any proposed deviations to the attached schedule should be identified in the proposal.
- c. **Deliverables** - All design submittals shall consist of (2) hard copies and (1) digital PDF copy at 98% submissions, and (3) hard copies and (1) digital PDF at the Final Submission of each Phase. Typical drawing sheet size to be 24”x 36” unless approved otherwise. Specifications, reports, and other supplemental documents shall be on 8-1/2” x 11” sheets unless approved otherwise. Supplemental drawings, revisions, and clarifications may be on 8-1/2” x 11” sheets, or 11” x 17” sheets. All other sheet sizes are to be approved by LFUCG Project Manager. The LFUCG Project Manager may request half-size sets of drawings as a portion of the required amount of hard copy sets per each submission.
- d. **Owner Review Meetings/Presentation** - The Consultant shall be responsible for attending review meetings/presentations at the end of each design phase, and as otherwise noted in the RFP. Refer

- to design schedule (Attachment 'C').
- e. **Value Engineering** - shall be performed at the end of each design phase as necessary to meet the project budget.
  - f. **Authorization to Proceed** – Where multiple phases of work are outlined; the Consultant shall not proceed with the next stage or phase of work until cost and timeline estimates are aligned with the Owner's budget and schedule. Authorization to commence with the next phase of work will be issued in writing from the Owner (LFUCG) after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk and will be a voluntary contribution to the project.

### 1.3a - STAGE 1: Design Stage

The design stage of the project shall include all phases of design as outlined below. The consultant shall collect all necessary information, provide updates to the LFUCG Project Manager, acquire continual input from the Owner, evaluate and implement Owner's comments, advocate for the Owner, maintain documentation of the design process, and provide all deliverables as outlined by the RFP per the design schedule. Minimum requirements for each design phase are listed below. However, it is the Consultant's responsibility to communicate the design intent and full scope of work. Content established in the minimum requirements may be shown or indicated where the content is best communicated. The consultant shall be responsible for determining additional content as necessary to complete the full design intent based on the Owner's Project Requirements. The scope of this project will include full professional services for new construction and site development. The consultant shall seek continual input from the Owner throughout each phase of the project.

**Phase 1: Schematic Design** - Schematic Design Documents shall consist of drawings and other documents necessary to convey the overall intent. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing in a schematic design narrative. Proposed building systems shall be evaluated on probable costs, product lifecycle, and maintenance requirements. Continual input from the Owner shall be actively sought throughout the schematic design process. At the completion of the Schematic Design Phase the general design intent of the project shall be expressed and evident. See below for minimum Schematic Design Submission Requirements:

- Program of Spaces/ Defined Scope of Work**  
Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.
- Preliminary Estimate of Probable Construction Cost.**  
The Probable Construction Cost shall be itemized with unit costs. If the consultants Preliminary Estimate of Probable Construction Cost is over an Owner provided construction budget, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.
- Schematic Design Narrative & Documentation**  
Written documentation and justification of proposed major building systems. Identify each major building system (building structure, HVAC system, building envelope, etc.). Provide probable costs, product lifecycle, and maintenance requirements of each system. Provide a written recommendation for the systems to be used. Specify to what degree, if any, that system commissioning will be required for the project and advise Owner on procurement options.

**Schematic Design Drawings** (include at a minimum):

- **Cover Sheet:** Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, and owner name & contact information.
- **Site Plan:** Incorporate Boundary and Topographic Survey Data, Preliminary Grading Plan, and Utility Plan showing anticipated proposed tie-in locations.
- **Floor Plans:** Room descriptions and square footages of each space, plumbing fixtures, all major MEP components applicable to the scope of work at the schematic level, line diagrams as necessary, and overall dimensions.
- **Elevations:** Exterior elevation drawings sufficient to describe the general layout and character of proposed new construction and/or major renovation. All major construction materials and/or components shall be identified in drawings. All major building elevations shall be required for new building construction.

**Schematic Design Deliverables:**

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments and submit three full hard copy sets and one digital set of all submission items for the final schematic design submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

**Phase 2: Design Development**

The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. Design Development Documents shall consist of documents including plans, sections, elevations, and typical construction details that effectively communicate the overall scope of work, layout, dimensions, quantities, and specific building systems. The Design Development Documents shall include outline specifications that identify major materials and systems and establish in general their quality levels. All major building systems shall be expressed in a clear graphical and/or written manner. The design approach and aesthetic of the building envelope improvements shall be fully communicated within the Design Development Submission. Continual input from the Owner shall be actively sought throughout the Design Development process. At the completion of the Design Development Phase the design intent of the project shall be fully expressed and evident. See below for minimum Design Development Submission Requirements:

**Program of Spaces/ Defined Scope of Work**

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

**Estimate of Probable Construction Cost.**

The Probable Construction Cost shall be itemized out with unit cost. If the consultant's Estimate of Probable Construction Cost is over an Owner provided construction budget/ approved construction cost from a previous phase, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

**Outline Specification**

Outline specifications to include all major building, and/or project components & systems per division of work specific to the project. Identifies the major materials & systems and establishes in general their quality levels. Basis of design for major materials, components, and systems to be identified, and coordinated with the Owner. Include Cover Sheet, and full table of contents.

**Design Development Drawings (include at a minimum):**

- **Site Plans:** Key plan, property lines, building footprint, parking & paving, exterior steps & ramps, sidewalks, fencing. Identify locations of materials (asphalt, concrete, pavers, lawn, etc.), storm water management, spot grades at all entrances & new building corners, grades (at drives, sidewalks, parking), location of all necessary utilities (power, water, sewer, communication, etc.), and datum points for locating/ placing new construction.
- **Structural Plans:** Key plan, layout of floor & roof framing plans showing major structural components including sizes/ weights, descriptions of floor deck & concrete systems, locations of retaining walls or non-standard foundations and/or framing systems, bearing height of structural elements, finish floor elevations, proposed bottom of footing elevations, location dimensions for all major structural elements/ dimensional tie-ins to architectural plans, narrative describing structural systems for all footings, foundations, floors, roof, and/or modifications.
- **Architectural Plans:** Key plan, Show all major plan elements where applicable (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door numbers, Overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, continuous string of dimensions (minimum of one longitudinally & one laterally) through the building or space that equals the overall dimensions, ceilings (show grid with lighting & HVAC, ceiling heights, changes in ceiling elevations, note materials, show all ceiling mounted items), callouts for building elevations & sections, door & window tags, roofing elements (locate: roof drains, gutters, downspouts, overflows, taper insulation, roof slops, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc.), preliminary finish schedule (floors, walls, and ceilings).
- **Plumbing:** Key plan with legend, preliminary plumbing fixture schedule & equipment schedules for all plumbing equipment (provide makes & model, if available), locate all plumbing fixtures & equipment, locate main water line and include sizing, locate main sewer/ vent lines and include sizing, locate roof drain lines and include sizing. Identify where water, sewer and storm enter/ exit the site/ facility.
- **Electrical:** Key plan with legend, power plan with legend showing locations of main and distribution panel boards/ outlets along with service entrance and transformer locations, and emergency power systems (generators/ misc. systems). Lighting plan with legend showing the location of lighting, fixture type, controls, dimming systems, exit lighting, and emergency egress lighting. Preliminary fixture schedule showing all fixture types with basis design identified. (make & model, if known). Communications plan with legend showing location of fire alarm pull stations (if applicable), data outlets, phone outlets, etc. Site

utility service connections & details, technology documents showing cable tray, outlet locations, main technology closets and outlet details.

**3D Images/ Samples:**

Provide color 3D images of all major elevations to show the proposed new layout. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other preferred program. The intent of the 3D images is to provide an aesthetic understanding of the proposed building envelope. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall submit sample boards of all major exterior materials (brick, metal panels, stone/ casts tone, fascia material, window finishes, glass samples, etc.)

**Design Development Deliverables:**

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. Only one material sample board is required at 98% submission unless updates are necessary. If updates are necessary, an updated material sample board may be resubmitted at final completion of the phase. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments, and submit three full hard copy sets and one digital set of all submission items for the final design development submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

**Phase 3: Construction Documents**

The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents. Construction Documents shall consist of documents including fully noted drawings and specifications that effectively communicate the entire design intent and full scope of work including all approved alternates. Drawings and specification shall be coordinated by the design consultant for quality and completeness. Continual input from the Owner shall be actively sought throughout the Construction Document process. The consultant shall coordinate with LFUCG Project Manager and LFUCG Division of Central Purchasing. LFUCG Front End Documents, Parts I through VIII will be completed by Central Purchasing with assistance from the design consultant, and inserted into the Project Manual. Parts I through VIII include: I- Advertisement for Bids, II- Information for Bidders, III- Form of Proposal, IV- General Conditions, V- Special Conditions, VI- Contract Agreement, VII- Performance and Payment Bonds, VIII- Addenda. Consultants shall review Parts I – VII, assist with project specific information, and complete the rest of the Project Manual including cover sheet, indexes, technical specifications, etc. The completed construction documents shall convey the entire scope of work in a level of detail for quality construction of the full project scope that meets all applicable codes, regulations, and requirements. See below for minimum Construction Documents Submission Requirements:

**Program of Spaces/ Defined Scope of Work**

Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces,

and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

**Independent Third Party Estimate of Construction Cost:**

The consultant shall engage with a third party estimator for a full Itemized Construction Cost Estimate including unit costs and quantities per division of work. If the Construction Cost Estimate is over the Owner provided construction budget/ approved construction cost from a previous phase, the consultant shall work with the third party estimator to include value engineering options to meet the Owner's Budget. The consultant shall provide a written evaluation of value engineering options with a recommendation of how to reduce the cost to meet the provided budget.

**Project Manual**

Specifications shall include all major building, site, and project components/ systems per division of work specific to the project. Consultant shall provide all necessary Divisions (Divisions 01 through 33). Division 01 – General Requirements shall be coordinated with LFUCG General Conditions, and with the LFUCG Project Manager. Consultants shall coordinate basis of design, equal manufacturers, warranties, and applicable sample/ mock-up submittal requirements with LFUCG Project Manager for all major building systems. Consultants shall be responsible for the complete Project Manual, and shall include a full table of contents. LFUCG's Central Purchasing will provide LFUCG Front End Documents to be inserted into the Project Manual before advertising for bids. The Consultant shall coordinate and assist as necessary with Central Purchasing on all LFUCG Front End Documents pertaining to project specific information. Project Manual Cover Sheet shall include at a minimum: LFUCG Logo, Phase, Owner (LFUCG) Information, Project Name, Project Address, Date, and Bid Number.

**Construction Document Drawings (include at a minimum):**

- **Cover Sheet:** Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, owner name & contact information, and Bid Number as issued by LFUCG.
- **Civil:** Site layout plans and details including property lines, buildings/ structures, curb cuts, parking & paving, exterior steps & ramps, sidewalks, fencing, curbs, locations of materials (asphalt, concrete, pavers, lawn, etc.), dumpster location & pad/enclosure details, site signage, miscellaneous details (light bases, bollards, curbs, etc.), and all other site improvements. Landscaping plans and details as required by code, ordinances, and/or other required regulations. Site grading plans and details with spot grades at all entrances & new building corners. Include datum points for locating/ placing new construction (coordinate with architectural). Storm water management, sediment and erosion control plan & details. Site profiles and sections. Utility plans, details, and profiles indicating locations of all utilities, tie-ins, etc. (power, water, sewer, communication, etc.). Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc.
- **Structural:** Structural comments sheet with all code and design basis noting all design parameters, abbreviations, legends, etc. Dimensioned foundation plans with slab notes and details. Dimensioned layout of floor & roof framing plans showing structural

components including sizes/ weights. Note all openings, jointing, and edge conditions. Include bearing height of structural elements, finish floor elevations, footing elevations, and location dimensions for all major structural elements/ dimensional tie-ins to architectural plans. Provide sections and details to show all typical and unique foundation and framing conditions. Complete all foundation, column, beam, and lintel schedules and details to convey full scope of work. Include key plan, tags, call outs, etc.

- **Architectural Plans:** Show all major plan elements (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door and window tags/numbers, partition tags, legends, overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, dimension all interior partitions and openings, provide continuous string of dimensions, and key notes to convey full scope of work. Life safety plan to show all exists with actual load and capacity (verify that minimum egress requirements are met), show egress paths per code lengths, verify stair/ ramp/ railing requirements per code, verify wall ratings per code, review plan for handicapped access. Reflected Ceilings to be coordinate with MEP and structural. Show grid with lighting, HVAC, ceiling heights, changes in ceiling elevations, note materials, access panels, and all other ceiling mounted items). Roof Plans and details shall be coordinate with MEP and structural. Locate roof drains, gutters, downspouts, overflows, taper insulation, roof slops, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc. Indicate R-value, and identify minimum roof insulation at low points. Finish plans to indicate locations and extents of finish materials, material transitions and locations, room names/ numbers, and casework locations. Provide furniture layout to be coordinated with MEP (electrical and data locations to be allow for flexibility in furniture arrangement. Enlarged plans to include kitchen, restrooms, stairs, display areas, etc. Architectural Plans to Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc. Coordinate with Civil, Structural, and MEP.
- **Plumbing:** Completed plumbing systems foundation drain lines, storm, and sanitary sewer and vent lines, complete water supply system and location of all plumbing fixtures, including hose cabinets and sewage disposal system. Size all piping including valves, on plan view. Include riser diagrams and details for all systems. Completed fixture and equipment schedules including makes and models for all systems to adequately show the basis of design. For areas of concentrated equipment, provide enlarged plans for both plan and section views. Indicate the design intent for fire protection system desired, and special equipment (i.e., fire pumps, holding tanks) as necessary and where applicable for the project. Include key plan, legends, tags, call outs, etc.
- **Electrical:** Use standard symbols to show all connections; inside and outside, wall, floor, and ceiling. Show locations and size of all conduits, capacity of outlets, network drops, location and details of switch panels, circuit breakers and fusing, location and connections for all bells, alarms, special outlets, etc. Electrical light fixture schedule with makes and models to adequately show the basis of design. Lighting control details and risers. One-line diagrams showing all panel sizes, conduit requirements and wire sizes. Panel schedules for all new, renovated and existing panels. Plans showing locations of all panels, outlets, light fixtures, receptacles, switches, fire alarm devices (if applicable) and equipment, emergency power systems, etc. Show mechanical equipment connection schedule. For areas of concentrated equipment, provide enlarged plans and section views. Coordinate technology with LFUCG. Show detailed rack systems for T/D, video/TV, sound, security, intercom, cctv and wireless outlet systems. Provide completed equipment schedules including makes and models for all systems. Provide riser diagrams for all systems. Show incoming service connection details, completed site utility service connections and detail,

power plan with legend showing locations of main and distribution panel boards and outlets. Provide lighting plan with legend showing location of lighting, controls, exit lighting, and emergency egress lighting. Provide communications plan, hardwired computer outlets, phone outlets, CCTV locations, TV Monitors, etc. Provide completed power, lighting and communication equipment schedules. Include key plans, legends, tags, call outs, etc.

**□ 3D Images/ Samples:**

Provide color 3D images of all major elevations to show the proposed new layout. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other preferred program. The intent of the 3D images is to provide an aesthetic understanding of the final building envelope. Material types, configurations, and overall aesthetic shall be clear and evident.

**Construction Document Deliverables:**

(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment 'C') unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

The consultant shall incorporate all applicable review comments, and coordinate with the LFUCG Project Manager & LFUCG Division of Central Purchasing for submission of Ready to Advertise (RTA) Construction Documents. Consultants shall submit three full hard copy sets and one digital set of all submission items for the Final Construction Document Submission.

**Phase 4: Bid Phase**

The Division of Central Purchasing will be responsible for advertising the bid documents. All questions, requests, and correspondence shall be directed to LFUCG Division of Central Purchasing during the Bid Phase. The consultant shall assist Purchasing with clarifications, questions form bidders, and addenda. The Consultant shall be responsible for attending the Pre-Bid Conference and providing a verbal summary of the scope of work. The Pre-Bid Conference will be conducted by the Division of Central Purchasing. The Bid Opening will also be conducted through the Division of Central Purchasing. After the Bid Opening, the Consultant shall be responsible for reviewing all Bids and providing a written recommendation to the LFUCG Project Manager.

**Bid Phase Deliverables:**

(2) Full-Size hard copies of the drawings and bid package book, along with (1) Half-Size set of drawings. Provide (1) digital copy of everything and digital written recommendation on company letterhead.

**1.3b - STAGE 2: Construction Administration Stage**

The Construction Administration Phase of the project shall start after the Bid Phase once the Owner has

released the written Notice to Proceed (NTP) to the contractor. Duration of construction administration services will be based on both construction contract time, completion of the original project scope, and Owner's approval of all deliverables. The Consultant shall forward all review items to the LFUCG Project Manager and provide continuous updates and coordination. The consultant shall inform and coordinate all site visits and construction administration related meetings with the LFUCG Project Manager. The LFUCG Project Manager will be the primary contact for the Owner. All written recommendations and reports throughout the construction phase shall appear on the Consultant's company letterhead. All Owner approvals shall be made in writing.

### **Phase 1: Construction Administration Phase**

Construction Administration shall be provided throughout the Construction Stage in which the consultant shall advocate for the Owner (LFUCG), administer the construction contract, maintain consistent and precise documentation, facilitate the project close out, and provide frequent updates to the LFUCG Project Manager. LFUCG Project Manager shall be included in all correspondence, meeting invites, and shall be informed of all milestones, issues, delays, or contract deviations. Minimum Construction Administration services shall include the following:

**Meetings (Pre-Construction & Progress Meetings):**

Prepare agendas, lead meetings, and distribute meeting minutes. Progress meeting shall be scheduled bi-weekly (every two weeks).

**Reviews:**

Consultant shall review Construction Schedules, Schedule of Values (SOV), Submittals, Samples, Mock-ups, Contractor's Daily Logs, Payment Applications, Proposals, Change Order Documentation, RFIs, O&M Manuals, Close Out Documents, and all other correspondence. All Owner approvals shall be made in writing.

**Logs:**

Maintain Submittal Logs, RFI Log, ASI, Log, Proposal Log, Change Order Log, etc. At a minimum, all logs shall contain numbered items, item names, relevant dates, item summary, item action, and current status.

**Correspondence/ Reports:**

Consultants shall document and keep a record of all project correspondence. Clarifications to the construction documents initiated by the Contractor shall be through a Request for Information (RFI). Clarifications initiated by the consultant shall be through Architectural Supplemental Instructions (ASI). Clarifications made by RFI or ASI shall not change the contract time, or the contract amount. Field Observations shall be made at each Progress Meeting, and Field Observation Reports shall be provided with Progress Meeting Minutes. Work Changes Proposal Request (WCPR) will be used for proposal request with Owner Approval. Written Recommendations from the consultant shall be required for all proposed Change Orders. The consultant shall consistently update the Owner and inform the Owner of any deviations from the construction documents, potential time delays, or construction issues.

**Inspections:**

Consultant shall inspect the full scope of work to determine Substantial Completion. The consultant shall conduct a second inspection of the full scope of work to determine Final Completion after all Punch List items have been corrected. Consultants shall provide both a Punch

List, and a Back-Punch List containing completion dates for each punch-item. A Certificate of Substantial Completion shall be issued to both the Owner and Contractor.

**Supplemental Drawings:**

Supplemental drawings shall be required to clearly communicate the full scope of work, when necessary, when not already shown in the construction documents, or when additional clarification is needed. Supplemental Drawings may be required for clarifications, RFI, ASI, WCPR, Change Orders, etc.

**Record Drawings:**

Consultant shall collect the Contractor's marked-up drawings (As Built Drawings) and digitally update the construction documents for Record Documents to be submitted to the Owner in both hardcopy and digital format.

**Close Out:**

Consultant shall generate a Project Close Out Checklist containing all close-out items as listed in the Contract Documents. This Checklist shall include dates for the following items: Issue of Certificate of Substantial Completion, List of Completed Inspections, Completion of Punch List Items, Final Release of Liens, Consent of Surety, Completed O&M Manuals, Completed Record Drawings, Completion of Back-Punch List, Review of Final Payment Application, Verification of Stock Items Transferred to Owner, and Confirmation of all Deliverables completed and submitted to the Owner.

**Construction Administration Deliverables:**

- I. Consultant shall provide Progress Meeting Agenda, Submittal Log, RFI Log, ASI Log, Log of Proposals, and Change Order Log in digital format sent (1) day prior to each progress meeting and shall provide hardcopy prints at each progress meeting for attendees at the meeting.
- II. Consultant shall submit (1) digital copy of Progress Meeting Minutes, and Field Observation Report within (5) business days after each Progress Meeting.
- III. Consultant shall submit (1) digital copy of Change Order Recommendation within (5) business days after receiving the contractor's proposal and back-up documentation.
- IV. Consultant shall submit (3) hardcopies, and (1) digital copy of the Certificate of Substantial Completion.
- V. Consultant shall submit (1) digital copy of the Punch List within (5) business days after the walk-through to determine Substantial Completion.
- VI. Consultant shall submit (1) digital copy of the Back-Punch List within (5) business days after the walk-through to determine Final Completion.
- VII. Consultant shall submit the Contractor's Original "As Build" Drawings to the Owner, and the following digital copies of the Record Documents: PDF file of all Drawings, PDF File of the Project Manual, CAD files of all drawings, DOCX files of the Project Manual.
- VIII. Consultant shall submit (1) digital copy of the completed Project Close Out List within (5) days after Final Completion.

**Phase 2: One Year Workmanship Warranty Period - Coordination Assistance**

**Warranty Coordination**

Owner assistance, and coordination with the Contractor for correction of warranty items throughout the Contractor's One Year Workmanship Warranty Period.

**□ 11- Month Walk-Through**

Consultant shall coordinate an 11-Month Walk-Through onsite with the Consultant, Owner, and Contractor. A list of warranty items to be corrected shall be submitted to all parties. The consultant shall follow-up with the completion of identified warranty items and resubmit the list of warranty items to the Owner with completion dates.

**One Year Workmanship Warranty Period Deliverables:**

- I. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items within (5) business days of the 11 Month Walk Through.
- II. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items with dates of correction for each item.

**1.4 - SELECTION PROCESS**

All responses to this RFP/Q meeting the submittal requirements will be evaluated by a review committee. Written proposals will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFP/Q.

All costs associated with the preparation and responses, including presentation materials for interviews and site visits, if conducted, related to this RFP/Q shall be borne solely by the consultant and at no cost to LFUCG.

**SCORING CRITERIA**

	<b>Total Points</b>
Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases.	20
Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems.	25
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	15
Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	5
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.	5
Fees	30
<b>Final Technical Score</b>	<b>100</b>

**COMPENSATION**

Refer to the Sample Contract (**Attachment B**) for complete compensation description.

**ATTACHMENT: A**  
**FORM OF PROPOSAL**

**Design Services for the Phase 1 Site Development of the Fire Training Academy Campus**  
**Request for Proposal # 16-2025**  
**Form of Proposal**

Consultant: \_\_\_\_\_

Address: \_\_\_\_\_

**1. General:**

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
- d. The Consultant shall include Technical Information as required herein.

**2. Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written continuing education/professional training program and quality control/quality assurance program.
- e. Provide the current number of employees and employee types.
- f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
- h. Summary of firm's recent (5 year) experience in similar/representative projects including

- i. Physical project size
  - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
  - iii. Identification of any involved sub-consultants and/or joint-venture partners
- i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
  - j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
  - k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
  - l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
- i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
  - ii. A title page
  - iii. A table of contents and/or index; or blank tab pages
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
- a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
  - b. A specific budget and schedule (See Project Schedule **Attachment C**) to complete services described herein.
  - c. An explanation of the communication/documentation and collaboration plan.
  - d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.
  - e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.
6. **Lump Sum Pricing:**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer'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.)
  - b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

<b><u>Design Stage (Total Services Below)</u></b>	\$ _____
Schematic Design Phase: (percentage of total services)	\$ _____ _____ %
Design Development Phase: (percentage of total services)	\$ _____ _____ %
Construction Documents Phase: (percentage of total services)	\$ _____ _____ %
Bid Phase: (percentage of total services)	\$ _____ _____ %
 <b><u>Construction Administration Stage</u></b>	 \$ _____
(percentage of total services)	_____ %
 <b><u>Total Architectural/ Engineering Services</u></b>	 \$ _____

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, 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.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
_____	_____ \$/HR

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
- b. Approved reimbursables will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.



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**Signature**

**Name**

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**Title**

**Date**

**ATTACHMENT: B**  
**CONSULTANT SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2023, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and \_\_\_\_\_ (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Phase 1 Site Development of the Fire Training Academy Campus** as contemplated in the **OWNER's** Request for Proposal No. 16-2025. The services are hereinafter referred to as the Project.

**OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 16-2025.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering 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 CONSULTANT**

**CONSULTANT** shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 16-2025. (**Exhibit "A"**), and Consultant's Response dated June 11, 2025 (**Exhibit "B"**). 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. 16-2025. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to \_\_ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** 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 Condition provisions of RFP No. 16-2025 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT**

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** of this Agreement. 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 **CONSULTANT** 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" are 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 **CONSULTANT** 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 **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 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 **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** 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. See **Exhibit "A"** for the project timeline/schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'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.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 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 two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

**SECTION 5 - PAYMENTS TO CONSULTANT**

**5.1 Methods of Payment for Services of CONSULTANT**

**5.1.1 For Basic Services.**

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

<b><u>Design Stage (Total Services Below)</u></b>	\$ _____
Schematic Design Phase: (percentage of total services)	\$ _____ _____ %
Design Development Phase: (percentage of total services)	\$ _____ _____ %
Construction Documents Phase: (percentage of total services)	\$ _____ _____ %
Bid Phase: (percentage of total services)	\$ _____ _____ %
<b><u>Construction Administration Stage</u></b>	\$ _____
(percentage of total services)	_____ %
<b><u>Total Architectural/ Engineering Services</u></b>	\$ _____

**5.1.2. For Additional Services**

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal Architect</u>	_____ \$/HR
<u>Project Architect</u>	_____ \$/HR
<u>Project Manager</u>	_____ \$/HR
<u>Project Associate</u>	_____ \$/HR
_____	_____ \$/HR
_____	_____ \$/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be  0  %

**5.2. Times of Payment.**

**5.2.1.** For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

**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 **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered 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 **CONSULTANT**.

**5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** 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 **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

## **SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

**6.1.1.** The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

**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 **CONSULTANT**.

### **6.2. Ownership and Reuse of Documents.**

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** 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 **CONSULTANT**.

### **6.3. Legal Responsibilities and Legal Relations.**

**6.3.1.** The **CONSULTANT** shall familiarize himself 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 **CONSULTANT** and its **CONSULTANTS**, 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 **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** 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 **CONSULTANT**

shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, 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. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

#### **6.4. Successors and Assigns.**

**6.4.1.** **CONSULTANT** 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. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

**6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT**.

#### **6.5. Disputes.**

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** 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 **CONSULTANT**, shall be submitted to the Commissioner of the 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 **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

#### **6.6. Accuracy of CONSULTANT'S Work.**

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects

and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

**6.7. Security Clause.**

The **CONSULTANT** 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**.

**6.8. Access to Records.**

The **CONSULTANT** and its sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, 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 **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

**6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 16-2025 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 **CONSULTANT** agrees as follows:

**7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, 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** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S Agent**"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S Agent** or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S Agent** or their designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** 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 **CONSULTANT** within thirty (30) days.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**OWNER:**

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT C: Project Timeline For Phase 1 Site Development of the Fire Training Academy Campus				
Task	Duration	Start	Finish	
<b>RFP</b>	<b>50 Days</b>	<b>5/14/2025</b>	<b>7/3/2025</b>	
RFP Advertisement	28 Days	5/14/2025	6/11/2025	
Pre-Proposal Meeting	1 Day	5/21/2025	5/21/2025	
<b>RFP - Responses Due</b>	<b>1 Day</b>	<b>6/11/2025</b>	<b>6/11/2025</b>	
RFP Evaluation and A/E Recommendation	7 Days	6/11/2025	6/18/2025	
Approved in Legistar Date	1 Days	6/23/2025	6/23/2025	
Council WS	1 Day	6/24/2025	6/24/2025	
Council 1st Reading (Double Reading)	1 Day	7/1/2025	7/1/2025	
N.T.P. & P.O.	0 Days	7/3/2025	7/3/2025	
<b>Design</b>	<b>107 Days</b>	<b>7/7/2025</b>	<b>10/22/2025</b>	
Design Kick Off Meeting	1 Day	7/7/2025	7/7/2025	
Schematic Design Phase	30 Days	7/7/2025	8/6/2025	
<b>Schematic Design 98% Submission</b>	<b>1 Day</b>	<b>8/6/2025</b>	<b>8/6/2025</b>	
Owner Review of SD Phase	2 Days	8/6/2025	8/8/2025	
Final Schematic Design Deliverables Due	0 Days	8/13/2025	8/13/2025	
Design & Development Phase	28 Days	8/13/2025	9/10/2025	
<b>Design &amp; Development 98% Submission</b>	<b>1 Day</b>	<b>9/10/2025</b>	<b>9/10/2025</b>	
Owner Review of DD Phase	0 Days	9/12/2025	9/12/2025	
Final Design Development Deliverables Due	0 Days	9/17/2025	9/17/2025	
Construction Document Phase	28 Days	9/17/2025	10/15/2025	
<b>Construction Document 98% Submission</b>	<b>1 Day</b>	<b>10/15/2025</b>	<b>10/15/2025</b>	
Owner Review of CD Phase	2 Days	10/15/2025	10/17/2025	
Owner's Construction Documents' Comments Incorporated	5 Days	10/17/2025	10/22/2025	
<b>100% Construction Documents Ready to Advertise Submission</b>	<b>1 Day</b>	<b>10/22/2025</b>	<b>10/22/2025</b>	
<b>Advertisement &amp; Award</b>	<b>49 Days</b>	<b>TBD</b>	<b>TBD</b>	
Compile Bid Documents	7 Days	TBD	TBD	
Advertise for Bids	28 Days	TBD	TBD	
Pre-Bid Meeting	1 Day	TBD	TBD	
<b>Bids Due</b>	<b>1 Day</b>	<b>TBD</b>	<b>TBD</b>	
Bid Review & Selection	7 Days	TBD	TBD	
Approved in Legistar Date	1 Days	TBD	TBD	
Council WS	1 Day	TBD	TBD	
Council 1st Reading	1 Day	TBD	TBD	
Council 2nd Reading	1 Day	TBD	TBD	
Construction Contract Execution/ P.O.	7 Days	TBD	TBD	
<b>Anticipated Construction</b>	<b>275 Days</b>	<b>TBD</b>	<b>TBD</b>	
Pre-Construction Meeting	1 Day	TBD	TBD	
Construction to SC	275 Days	TBD	TBD	
<b>Substantial Completion (SC)</b>	<b>1 Day</b>	<b>TBD</b>	<b>TBD</b>	
Close Out- Construction to FC	14 Days	TBD	TBD	
<b>Final Completion (FC)</b>	<b>1 Day</b>	<b>TBD</b>	<b>TBD</b>	

# FIRE TRAINING CENTER SITE IMPROVEMENT PLAN

ATTACHMENT 'D'

- Legend:**
- 1 - Public Parking
  - 2 - Covered Staff Parking
  - 3 - Driving Pad
  - 4 - New Bridge
- Total Parking:**  
Staff - 20 Spots  
Public - 200 Spots



**LFUCG Fire Training Center Study**  
1375 Old Frankfort Pike, Lexington, KY 40504  
October 24th, 2023

SCALE:  
1" = 40'-0"



FIRE TRAINING CENTER SITE IMPROVEMENT PLAN

ATTACHMENT 'D'



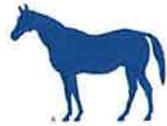
<b>Legend:</b>	1 - Public Parking
	2 - Covered Staff Parking
	3 - Driving Pad
	4 - New Bridge
<b>Total Parking:</b>	
Staff - 20 Spots	
Public - 200 Spots	



**LFUCC Fire Training Center Study**  
 1375 Old Frankfort Pike, Lexington, KY 40504  
 October 24th, 2024

SCALE  
 1" = 40'-0"





LEXINGTON

LFUCG

FIRE TRAINING STUDY





LEXINGTON



RFP #16-2025

# Design Services | Phase 1 Site Development Fire Training Academy Campus

Lexington-Fayette Urban County Government

June 11, 2025



engineering | architecture | geospatial

GRW | 801 Corporate Drive Lexington, KY 40503 | 859.223.3999



engineering | architecture | geospatial

## Proposal

### Design Services

### Phase 1 Site Development

### Fire Training Academy Campus

### RFP #16-2025

### Lexington-Fayette Urban County Government

## Table of Contents

### Cover Letter

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Section 2.0	General Firm Qualifications, Capacity & Location
Section 3.0	Project Team & Resumes
Section 4.0	Similar Experience & References
Section 5.0	Work Plan & Approach to Project
Appendix	LFUCG Forms and Required Documents

**COVER LETTER**



**GRW** | engineering | architecture | geospatial  
801 Corporate Drive | Lexington, KY 40503  
859.223.3999 | www.grwinc.com

June 11, 2025

Ms. Sondra Stone  
Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

**Subject: Proposal | RFP #16-2025  
Design Services for Phase 1 Site Development Fire Training Academy Campus**

Dear Ms. Stone and Selection Team Members:

The Lexington-Fayette Urban County Government and the Lexington Fire Department are looking for an architectural and engineering design partner team to provide the professional services needed for Phase 1 Site Development at the Fire Training Academy Campus. The GRW project team has experience with all services that make the scope of the assignment – and we would very much like to be your partner for the delivery of this important project. **We have thoroughly reviewed your RFP document, and we stand ready and willing to enter into an agreement with LFUCG. We are committed to being the partner you need to make this project a success.**

**QUALIFICATIONS:** GRW has worked with many public safety agencies on fire, EMS, and emergency services agency projects related to their site development, parking and employee spaces, as well as offices, accommodations, and training spaces. In general, our team's resume includes a strong background on public-safety-type projects like yours. This experience gives us a high level of readiness and awareness to help support your upcoming site development needs, while being prepared for the future. **See Sections 3.0, Team & Resumes, and 4.0, Projects.**

**LEADERSHIP & UNDERSTANDING:** With GRW, you will get a team led by professionals who regularly work with first responders (**See Section 3.0**). They understand the importance of these vital spaces and the need for efficiency and resiliency. Our teams regularly work with clients from a practical, patient, and flexible point of view. Cost control also is always on the front of our minds. We'll listen to all stakeholders and offer guidance as we help you make future decisions for your site related renovations and upgrades at the Fire Training Academy Campus. **Learn about GRW's approach, as well as initial project thoughts in Section 5.0, Work Plan.**

**CAPACITY:** GRW's in-house services offer a significant technical advantage. When you select GRW, you get single-source responsibility for all design disciplines, including architecture, structural, civil, mechanical, electrical, and plumbing. By delivering these services with complete integration, we can help expedite design schedules and provide a high level of overall cohesiveness. As a betterment to the department the GRW team will bring together multiple WBE's to work towards the LFUCG procurement goals including Element Design, CDI, and Connico to provide Landscape Architecture, Bridge Engineering, and Third Part Estimating. All teammates with relevant and existing relationships with GRW and LFUCG. **See Sections 2.0 and 3.0 for more information.**

**WE ARE COMMITTED TO YOUR SUCCESS:** Finally, we fully understand the importance of gaining your respect, proving our worth, and being there long after your project is completed. We welcome the opportunity to meet and present for your consideration our additional ideas and concepts for the successful completion of your project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Aaron Nickerson', is written over a light blue horizontal line.

Aaron Nickerson, AIA, CID, LEED Green Asc.

Sr. Vice President

anickerson@grwinc.com

(o) 859.880.2267 | (D) 859.880.2267 | (c) 859.317.1044



## SECTION 1.0

### Company Information, History & Key Facts

# 1.0 Company Information, History & Key Facts

In this first section, we outline information about our firm’s history, management, accomplishments, partnerships/alliances, pending litigation, number of employees, customer satisfaction, training program, QA/QC program, and conflict of interest response.

## GRW History

GRW is a Kentucky-owned, Kentucky-based multidiscipline architectural, engineering, and planning firm with more than 60 years of experience. Our firm includes a building design studio with architectural professionals, as well as electrical, mechanical, structural and civil/site engineers and technicians. Our vast project experience includes design for federal, local and state governments, and commercial markets. Our experienced, customer-focused team delivers award-winning, highly functional projects. Our firm’s more than 170 professionals serve regional and national clients from offices in Kentucky, Indiana, West Virginia, and Tennessee

## Key GRW Management Members

President	Chris Hammer, PE
Secretary	Rob Hench, GISP
Treasurer	Charles Baker
Principals	GRW is an employee-owned firm with more than 170 staff members, including 33 principals representing all firm disciplines.

## Conflict of Interest Statement

GRW confirms it has no conflicts of interest in providing professional services for the LFUCG’s proposal project. **Further, our employee handbook requires that** “GRW Employees are expected to use good judgement, adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between an employee’s personal interests and those of the Company. A conflict of interest exists when the employee’s loyalties or actions are divided between the Company’s interests and those of another, such as a competitor, supplier, or client. We require that all employees avoid both the fact and the appearance of a conflict of interest. We request employees unsure whether a certain transaction, activity, or relationship constitutes a conflict of interest to discuss it with their immediate supervisor for clarification. You must seek and obtain any exception to this guideline in writing by the Company President.”

## Major Accomplishments

The quality of our work is further demonstrated in the numerous awards our projects have won, both on national and state levels. GRW has received a total of more than 85

awards for its projects to date. Our projects receive awards from the American Institute of Architects, the American Council of Engineering Companies, the U.S. Air Force, the U.S. Army Corps of Engineers, and the U.S. Environmental Protection Agency. Our firm's history also includes several prestigious, national rankings such as Building Design and Construction's Giants 300 report, Top Engineer-Architect Firms in design and construction.

## Alliances, Partnerships & Pending Litigation

GRW Aerial Surveys and Chapman Technical Group are wholly owned subsidiaries of GRW.

Bromley Pump Station (Non-Owner Lawsuit). During construction in 2023, a contractor safety accident occurred resulting in a contractor citation from OSHA. Multiple parties have been named in a subsequent lawsuit. The matter is ongoing but not anticipated to have a significant or material impact for GRW.

## Customer Satisfaction Tracking

GRW uses several methods to track and to monitor customer satisfaction for our wide variety of clients, including formalized Past Performance Questionnaires, as well as less formal self-administered surveys and CRM software systems. GRW is prepared to share our satisfaction tracking procedures program upon request.

## Training Program & Quality Control Program

GRW is dedicated to maintaining a well-trained team of professionals, who adhere to our well-established QA/QC program. Details about the steps GRW takes to ensure quality performance are outlined throughout our proposal. GRW’s program documents can be shared upon request.

## Number of Employees and Employee Types

GRW employs more than 170 professionals, including 120 professionals in its corporate offices in Lexington, KY; branch offices are in Louisville, Ft. Mitchell, KY; New Albany, IN; Indianapolis; Nashville and Knoxville, TN; and St. Albans and Buckhannon, WV. In addition to administrative personnel, GRW employees the following employee types: architects and architectural designers; mechanical engineers; electrical engineers; structural engineers; civil and site engineer; transportation engineers; CADD technicians; construction management / observation; geospatial specialists and surveyors.

A horizontal decorative bar with a teal background and a green-to-white gradient on the right side.

## **SECTION 2.0**

### **General Firm Qualifications, Capacity & Location**

## 2.0 General Firm Qualifications, Capacity & Location

The Lexington-Fayette Urban County Government can count on GRW to successfully complete the Phase 1 Site Development Design Services for the Fire Training Academy Campus. Our firm in combination with our carefully selected subconsultants are local and familiar, we have the capacity to meet your needs and schedule every step of the way, and we have the proven capabilities and creativity to provide every service you require.

### Location

GRW intends to perform all work for your project from its Lexington, KY, headquarters, across from Beaumont Centre. All GRW's subconsultants have an office based in Lexington, Louisville, or near Cincinnati.

next 12-24 month period to remain stable, with active design projects equivalent to 70 percent of total capacity. On that basis, we anticipate a reserve capacity allowing us available capacity to successfully execute this project.

### Capacity: Ability To Meet Required Deadlines

GRW has personnel available to successfully complete this project within your schedule, and we are prepared to commit the time and resources required for successful completion of our services in a timely manner. We also have backup personnel for each discipline in our Lexington office, if needed. As a full-service architecture, engineering, and geospatial consulting firm, GRW has a staff of more than 170 employees (120+ in Kentucky) representing a wide range of disciplines. We expect our workload for the

### Background & Ability To Perform

As a Kentucky-owned, Kentucky-based multidiscipline architectural, engineering, and planning firm with nearly 50 years of experience, GRW has the exact experience with the design of new buildings of all types – **with a strength in the design of mission-critical facilities that require a degree of security as well as comfort, efficiency and utility.** Our firm also has led projects involving site development, building renovations, expansions and other upgrades for federal, local and state governments, as well as commercial markets. A few examples are shown below.

#### Ohio National Guard Reserve Center and Field Maintenance Shop Complex

**Owner's Budget:** \$23,351,000  
**Architect's Estimate:** \$22,507,690  
**Total Contract Award:** \$13,938,000

**Scheduled Months for Construction Activities:** 24 months  
**Actual Months for Construction Activities:** 26 months

#### Jeffersontown, KY, Fire & EMS Station #54

**Owner's Budget:** \$8,000,000  
**Architect's Estimate:** \$7,947,286  
**Final Contract Total:** \$7,740,985  
**Awarded Bid:** \$7,350,000 (\*DPO Tax Savings included)

**Scheduled Months for Construction Activities:** 16 months  
**Actual Months for Construction Activities:** 21 Months  
 (Construction Delivery was delayed by 3 months for jurisdictional reviews and delays)

#### Northpoint Training Center Replacement, Burgin, KY

**Owner's Budget:** \$16,500,000  
**Architect's Estimate:** \$16,443,319  
**Total Contract Award:** \$16,176,507

**Scheduled Months for Construction Activities \*18 months**  
**Actual Months for Construction Activities:** 18 months

\* This was a fast-track project. It was bid in six bid packages allowing contractor to break ground and complete site utilities, foundations, building envelopes before winter weather.

#### Indiana National Guard Combat Team Readiness Center

**Owner's Budget:** \$14,000,000  
**Architect's Estimate:** \$14,000,000  
**Total Contract Award:** \$14,146,000

**Scheduled Months for Construction Activities:** 13 months  
**Actual Months for Construction Activities:** 15 months  
 (contractor issues outside control of architect)

## Services

GRW offers you access to a full-service building design studio, with architectural professionals supported by an in-house team of electrical, mechanical, structural and civil/site engineers and technicians. A small sample of the building design services GRW regularly provides:

### **Architecture**

- Space Utilization Studies
- Building Design (from Military and Municipal, to Educational and Commercial)
- Sustainable Design
- Life Safety
- ADA Compliance Studies
- AT / FP
- Construction Administration
- Cost Estimating

### **Mechanical**

- HVAC and Plumbing
- Energy Management Control Systems
- Energy Audits
- Fire Protection/Life Safety
- Air Pollution Control

### **Civil**

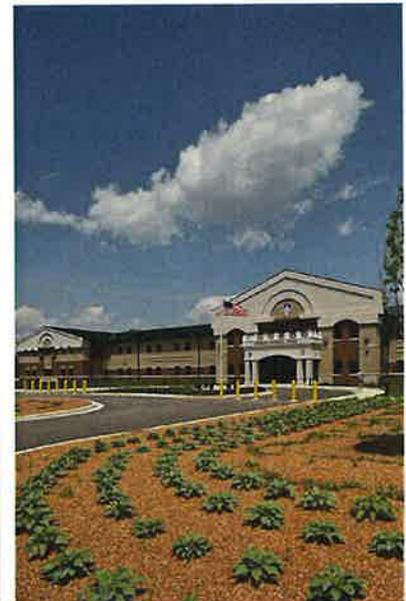
- Site Development
- Parking
- Storm Drainage

### **Electrical**

- Computer Networking, Wiring and Design
- Communications & CATV
- Fire Alarm & Security Systems
- Lighting (Exterior, Interior)
- CCTV Systems

### **Structural**

- Building Structures
- Foundations
- Manufacturing Supports





## **SECTION 3.0**

### **Project Team & Resumes**

### 3.0 Project Team & Resumes



For your project, GRW has assembled a team of professionals with specific experience critical to the successful design of public safety work. These individuals' education and related experience are described in the resumes that follow the table below illustrating the roles each key team member will play in your project. Project profiles in Section 4.0 identify past collaboration among these team members.

Fire Training Campus   GRW Design Team Organization		
Team Member	Firm	Role on the LFUCG Project
Aaron Nickerson, AIA, CID, LEED Green Asc.	GRW	Principal / Public Safety Architect
Roderick Saylor, PE	GRW	Project Manager / Site Development
Seth Mittle, PE	GRW	Hydraulic Analysis/HEC-RAS
Jake Rose	GRW	Civil Designer
Ramona A. Fry, RLA, LEED BD+C	Element Design (WBE)	Landscape Architect
Jason Schreckenber, PE, SE	CDI (WBE)	Bridge Engineer
Patrick Baisden, PE	GRW	Electrical Engineering (Lighting, Telecom., Utility)
Cory Sharrard, PE, LEED AP	GRW	Mechanical Engineer (Systems/Utility)
Matt Craig, PE, SE, LEED AP	GRW	Structural Engineer
Kevin Phillips, PLS	Endris	Surveyor
Charl J. Nesor, MRICS	Connico (WBE)	Third-Party Cost Estimator

Subconsultant past collaboration with GRW	
element design	<i>Landscape Architecture:</i> LFUCG Division of Water Quality Office; Jeffersontown/Bluegrass Commerce Park (multiple phases)
ENDRIS engineering	<i>Surveys:</i> EKU, City of Corbin, KY; multiple horse racetrack projects, Morehead State University, multiple commercial site development projects, Frankfort Plant Board, LFUCG, Jeffersontown Fire
COVAICO	<i>Cost Estimating:</i> LFUCG Police Dept feasibility study; LFUCG Division of Water Quality Office; Nashville, TN, Public Works projects
BUILDING STRONGER COMMUNITIES CDI	<i>Multiple Services:</i> Commonwealth of Kentucky/DJJ Renovation; KYTC, Louisville MSD (multiple projects, e.g., Admin Building improvements, Detention facilities)



**Aaron Nickerson, AIA,**  
**LEED Green Asc.**  
**GRW Principal**

**YEARS OF EXPERIENCE:**  
With GRW: 19 | Total: 20

**EDUCATION**

Bachelor of Architecture (with honors), 2006, University of Kentucky; Master of Architecture, 2007

**REGISTERED ARCHITECT:** KY, TN, IN, WV, FL, NY, WA, DE, AR, DC, KS

**RELEVANT PROJECT EXPERIENCE**

**Jeffersontown Fire & EMS Station #54, Jeffersontown, KY** – Project Manager. Complete A/E design services for new 17,500 SF city Fire and EMS.

**Nicholasville Fire Station No. 4, Nicholasville, KY** – Project Manager. Programming, facility needs assessments, A/E design, and construction phase services for new 6,825 SF fire station.

**Winchester Fire & EMS District-Wide Facility Study & New Fire Station Design, Winchester, KY** – Project Manager.

**Frankfort Plant Board Administration Building, Frankfort, KY** – Project Manager. New three-level, 46,000 SF administration building on 30-acre site

**McHenry Fire Station, McHenry, KY** – Project Manager. Planning, design, and construction phase services for one-story, 3,500 SF fire station.

**Lexington Town Branch Dewatering Pump Station, Lexington, KY** – Architect.

**Blue Grass Army Depot Visitor Control Center and Battlefield Memorial Highway Revisions, Richmond, KY** – Architect. Revisions involved removing, closing, and relocating VCC to current parking lot entrance, as well as widening and providing KYTC-required improvements, such as new traffic signals, warning signals, and revised signage to U.S. 421 at new entrance. VCC structures, signage, fencing, utilities, pavement, and pedestrian facilities included.

**Ohio ARNG Joint Armed Forces Reserve Center and Field Maintenance Shop Complex, Springfield, OH** – Architectural Designer. Project Planning Document Charrette and design for new LEED Silver Certified 85,865 SF complex



**Roderick Saylor, PE**  
**GRW Project Manager**

**YEARS OF EXPERIENCE:**  
With GRW: 20 | Total: 20

**EDUCATION**

B.S., Civil Engineering, 2006, University of Kentucky

**REGISTRATION:** KY, FL, IN, OH, KS, MD, NY, NE, TN

**RELEVANT PROJECT EXPERIENCE**

**National Responder Preparedness Center Site Expansion, Greenville, KY** – Project Manager.

Included paving, drainage, and fencing improvements, as well as new access road and driving course.

**Jeffersontown Fire & EMS Station #54, Jeffersontown, KY** – Civil Engineer. Site design services for new 17,500 SF city Fire and EMS station.

**Fort Campbell Firefighting and Rescue Training Facility, Fort Campbell, KY** – Project Manager. Included helicopter concrete pad for aircraft; concrete foundation for multistory training building; large staging/parking area; and two small infiltration basins.

**Frankfort Plant Board Administration Building, Frankfort, KY** – Civil Engineer. New three-level, 46,000 SF administration building on 30-acre site

**Kentucky Fire Commission/Kentucky ARNG Master Plan for Fire Center for Excellence, Greenville, KY** – Civil Engineer. Plan and cost estimates incorporated variety of emergency training scenarios as well as road network, driving course, and storage facilities.

**The Fountains at Palomar Mixed-Use Site Development, Lexington, KY** – Project Manager. 118,466 SF, mixed-use site.

**McDonald's Site Development** – Project Manager/Principal. Site development for more than 100 McDonald's restaurants in Kentucky, Indiana, and Ohio. Biofiltration or underground detention for most

**Ohio ARNG Joint Armed Forces Reserve Center and Field Maintenance Shop Complex, Springfield, OH**

– Civil Engineer. Site work included extension of utilities from adjacent base, grading, drainage and stormwater detention, perimeter fencing and entry point control, parking and access roads.



## Seth Mittle, PE

GRW Civil Engineer

YEARS OF EXPERIENCE:  
With GRW: 3 | Total: 16

EDUCATION: B.S., Mining Engineering,  
2010, University of Kentucky

REGISTRATION: KY, VA, WV, OH, TN

RELEVANT PROJECT EXPERIENCE

**Kenton County School District  
Transportation & District  
Support Facility, Fort Wright, KY**

– Project Engineer. New  
approximately 80,578 SF  
transportation and support facility.

**Bowling Green Parks &  
Recreation Lovers Lane Soccer  
Field, Bowling Green, KY** – Project  
Manager. Field survey, site layout,  
grading and drainage plans, and  
estimate of total construction cost.

**East Kentucky Power Cooperative  
J.K. Smith Security  
Improvements, Winchester, KY** –  
Project Engineer. Grading, drainage  
and site layout.

**Eastern Kentucky University Kit  
Carson Drive Crosswalk  
Improvements, Richmond, KY** –  
Project Manager. Traffic calming.

**Kentucky Fish & Wildlife  
Statewide Rifle Range Retrofit  
and Improvements, Frankfort, KY**  
– Project Manager.

**Lexington Lane Allen Sidewalk  
Connectivity Project, Lexington,  
KY** – Project Manager. 6,000 LF.

**Ravenna Stormwater  
Improvements, Ravenna, KY** –  
Project Engineer.



## Jake Rose

GRW Civil Designer

YEARS OF EXPERIENCE:  
With GRW: 5 | Total: 5

EDUCATION: B.S., Landscape  
Architecture, 2020, University of  
Kentucky

RELEVANT PROJECT EXPERIENCE

**Jeffersontown Fire & EMS  
Station #54, Jeffersontown, KY** –  
CADD Designer.

**Camp Lemonnier Renovate Storm  
Sewer Drainage, Camp  
Lemonnier, Djibouti** – CADD  
Designer. Camp is about 572 acres  
**National Responder  
Preparedness Center Site  
Expansion, Greenville, KY** – CADD  
Designer.

**Eastern Kentucky University Kit  
Carson Drive Crosswalk  
Improvements, Richmond, KY** –  
CADD Designer.

**Kenton County School District  
Transportation & District  
Support Facility, Fort Wright, KY**  
– Landscape Architect.

**Kentucky Fish & Wildlife  
Statewide Rifle Range Retrofit  
and Improvements, Frankfort, KY**  
– Landscape Architect.

**Lexington Lane Allen Sidewalk  
Connectivity Project, Lexington,  
KY** – Landscape Architect.

**McDonald's Site Development** –  
CADD Designer.



## Ramona Fry, RLA, ASLA, LEED AP BD + C Landscape Architect

YEARS OF EXPERIENCE: 25

EDUCATION:

University of Kentucky Bachelor of  
Science in Landscape Architecture

Idaho State University Bachelor of Arts  
in Education

REGISTRATION: Landscape Architect  
– Kentucky, #661

Ramona's professional experience  
includes master planning, site  
design and development,  
preparation of construction  
documents and contract  
administration, with a great  
emphasis in larger scale planning  
and design for parks and higher  
education and municipalities.

RELEVANT PROJECT EXPERIENCE

**National Responder Preparedness  
Center (NRPC) Classroom Building  
& Model Fire Station**

NRPC Campus Master Plan

NRPC Drill Tower

NRPC Maintenance Building

NRPC Dormitory Building

**Lexington Division of Water  
Quality Facility**

Lexington Senior & Therapeutic  
Center

Lexington Senior Center

Lexington Police Canine Facility

Lexington Phoenix Park Renovation



**Jason Schreckenber**  
PE, SE

CDI Structural Engineer

YEARS OF EXPERIENCE:

Total: 27

EDUCATION

B.S., Civil Engineering, Southern Illinois University – Edwardsville

REGISTRATION KY, AL, IL, IN, MO, OH Structural Engineer – IL

RELEVANT PROJECT EXPERIENCE

**I-44 over Jefferson Avenue, MO DOT, St. Louis, MO** -Project Manager. Single span steel plate girder bridge with MSE walls. Design included accommodations for a future bridge raise to meet vertical clearance requirements for a future rail line.

**St. Clair County Rieder Road over FAI-64 | Shiloh, IL** – Structural Engineer/PM. Prepared structural design computations & final plans for two-span bridge over I-64.

**Northbound & Southbound US 67 (Lindbergh Blvd.) over I-270 | Hazelwood, MO** – Structural Engineer. Design-build project (Millstone-Weber/Parsons team) Included replacement bridge for northbound and southbound US 67 over I-270. Southbound bridge incorporated a multiuse path, ornamental fencing and decorative lighting along the west side of the structure.



**Patrick Baisden,**  
PE, LEED AP BD+C, RCDD  
GRW Electrical Engineer

YEARS OF EXPERIENCE:

With GRW: 16 | Total: 28

EDUCATION: B.S., Electrical Engineering, 1997, University of Kentucky

REGISTRATION: KY, IN, WV, OR, NM, SC, TN, VA, NY; Registered Communications Distribution Designer

RELEVANT PROJECT EXPERIENCE

**Jeffersontown Fire & EMS Station #54, Jeffersontown, KY** – Electrical Engineer..

**Nicholasville Fire Station No. 4, Nicholasville, KY** – Electrical Engineer.

**McHenry Fire Station, McHenry, KY** – Electrical Engineer.

**Whitestown Fire Station Renovation, Whitestown, IN** – Electrical Engineer.

**Winchester Fire & EMS District-Wide Facility Study, Winchester, KY** – Electrical Engineer.

**Lexington Police Training Academy Feasibility Study, Lexington, KY** – Electrical Engineer.

**Lexington Upper Cane Run Wet Weather Flow Storage (2.0 MG) and Pumping (8.5 MGD) Facilities, Lexington, KY** –

Electrical Engineer.

**Lexington Division of Water Quality Headquarters & Operations Center Renovation/Refit, Lexington, KY** – Electrical Engineer.



**Cory Sharrard, PE,**  
LEED AP  
GRW Mechanical Engineer

YEARS OF EXPERIENCE:

With GRW: 6 | Total: 26

EDUCATION

B.S., Industrial Technology, 1996, Murray State University

B.S., Mechanical Engineering, 1998, University of Kentucky

REGISTRATION: KY, IN, OH, WV, NY, FL, TN

RELEVANT PROJECT EXPERIENCE

**Jeffersontown Fire & EMS Station #54, Jeffersontown, KY** – Mechanical Engineer.

**Winchester Fire & EMS District-Wide Facility Study, Winchester, KY** – Mechanical Engineer.

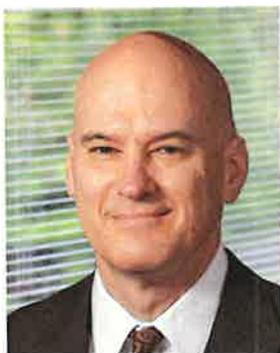
**Lexington Division of Water Quality Headquarters & Operations Center Renovation/Refit, Lexington, KY** – Mechanical Engineer.

**Lexington Police Training Academy Feasibility Study, Lexington, KY** – Mechanical Engineer.

**Lexington Town Branch Dewatering Pump Station, Lexington, KY** – Mechanical Engineer.

**Kenton County School District Transportation & District Support Facility, Fort Wright, KY** – Mechanical Engineer.

**Berea College Facilities Maintenance and Auxiliary Maintenance Buildings, Berea, KY** – Mechanical Engineer.



**Matt Craig, PE, SE,  
LEED AP  
GRW Structural Engineer**

**YEARS OF EXPERIENCE:**  
With GRW: 17 | Total: 35

**EDUCATION**

B.S., Mechanical Engineering, 1990, The Ohio State University

M.S., Engineering (Focus on Structural), 1994, Purdue University

**REGISTRATION:** AL, FL, GA, IN, KY, MD, MI, MO, MS, NC, NE, OH, PA, SC, TN, TX, VA, WI, WV; & IL (Structural)

**RELEVANT PROJECT EXPERIENCE**

**Fort Campbell Firefighting and Rescue Training Facility, Fort Campbell, KY** – Structural Engineer.

**Frankfort, KY, Plant Board Administration Building** – Structural Engineer.

**Lexington Town Branch Wet Weather Flow Storage & Pumping Facilities** – Structural Engineer.

**Lexington Division of Water Quality Headquarters & Operations Center Renovation/Refit, Lexington, KY** – Structural Engineer.

**Frankfort Plant Board Headend Telecommunications Facility, Frankfort, KY** – Structural Engineer. 6,725 SF facility is hardened structure (reinforced walls and roof assemblies)

**Fort Knox Warriors in Transition Headquarters Building, Fort Knox, KY** – Structural Engineer. Design-build of 7,000 SF zero energy ready

**Martin Campbell Field Improvements, Copperhill, TN** – Structural Engineer.



**Kevin Phillips, PLS  
Endris - Surveyor**

**YEARS OF EXPERIENCE:**  
Total: 28

**EDUCATION**

University of Kentucky (1986-88)

**REGISTRATION:** Professional Land Surveyor (#3350, Kentucky)

**SURVEY EXPERIENCE WITH GRW:**

- EKU - Bypass Survey
- Corbin, KY -Masters Street Sidewalks
- Morehead State University Jet Propulsion Lab Antenna Relocation
- LFUCG - Polo Club Boulevard Survey
- Frankfort Plant Board Administration Building Site Evaluation

**RELEVANT PROJECT EXPERIENCE**

**Over 700 ALTA Land Title Surveys**

**Over 1,100 Topographic Surveys**

**Over 450 Property Surveys (excluding the boundary surveys performed as ALTA Surveys)**

**Surveying for Highway Design and Commercial Site Design**

**Survey Crew Party Chief and Operator of Robotic and GPS Surveying Instruments**

**AutoCAD and Carlson Survey Operator**



**Charl J. Nesor,  
MRICS**

**Connico - Cost Estimator**

**YEARS OF EXPERIENCE:**  
Connico: 7 | Total: 44

**EDUCATION**

B.S., Quantity Surveying, University of the Free State, South Africa | 1981

**CERTIFICATION**

Member, Royal Institution of Chartered Surveyors (MRICS) #1279586 | 2008

**RELEVANT PROJECT EXPERIENCE**

**Nemo Bridge Maintenance, Metropolitan Government of Nashville, TN** - included two-way vehicle elements, bridge & roadways

**Downtown Nashville Parking Garage, Nashville Metro, TN**, included two-way vehicle elements, and roadways

**Parking and Roadway Improvements, Wilmington International Airport, NC**, included

roadways and parking lots

**Consolidated Rental Car Facility Area Planning, San Francisco International Airport, CA**, include

six-level ready return parking lot, roadways, pedestrian & vehicle bridge

**John Brantley Boulevard Extension, Raleigh-Durham International Airport, NC**, included parking, bridges & roadways

**Knoxville Central Station Transit Center, Knoxville, TN\***, which

included elevated pedestrian bridge

**Chatham County Courthouse and Welcome Center, Savannah, GA\***, which included parking and roadways

\*project with former employer

Similar Experience & References

**SECTION 4.0**

## 4.0 Similar Experience & References

The following project profiles provide evidence of our ability to successfully complete similar renovation/design projects. **GRW client references – including contact information and cost information – accompanies each project profile.**

Jeffersontown Fire Department

### Jeffersontown Fire & EMS Station #54, Jeffersontown, KY

GRW provided full A/E design services – architectural, civil/site, landscape architecture, mechanical, electrical, and structural – for the new 17,500 SF Jeffersontown Fire and EMS Station #54 project. Jeffersontown, KY, is about 15 miles east of Downtown Louisville.

The facility consists of two-story fire house, accessory 3-bay garage building, storage building, and full site development design to meet the owner's growing department.

Site / Civil utilities included and extensive underground stormwater detention, oil/water interceptors, heavy duty concrete drives, and a sanitary lift pump system. New gas and utility distribution, and a building-wide 300KW/375KVA standby diesel generator were included as well.

The projects landscape architecture included privacy fencing and landscaping design to relate to the adjacent neighborhood and community. Sidewalk extensions, right of way analysis and signaling opportunities were reviewed.

The fire house has dorms, office, decontamination areas, three pull through apparatus bays (accommodates seven vehicles), and an ICC-500 compliant tornado shelter. High speed four-fold and vertical track apparatus doors are utilized. Bay is provided with air and power drops, water reels for maintenance and cleaning, plus five bay diesel exhaust systems.

**Project Size:** 17,500 SF, two-story fire house, accessory 3-bay garage building, storage building, full site development.

**Estimated & Actual Cost:** \$7,947,286/ \$7,740,986

**Key Team Members from Table:** Aaron Nickerson, Roderick Saylor, Patrick Baisden, Cory Sharrard, Jake Rose

**CLIENT CONTACT:** Joey Klumb, Assistant Fire Chief, Jeffersontown Fire Department, (502) 817-7985, jklumb@jeffersontownfire.com



"This fire station will improve response times in this community. It's [designed to] blend in with the surrounding community. We want it to be a community fire station. We thank GRW for coming up with this design, giving us a fire station we can be very proud of."  
Jeffersontown Fire Department Chief Sean Dreisbach

Commonwealth of Kentucky /Kentucky Community & Technical College System

## National Responder Preparedness Center Fire Training Center & Campus Master Plan, Greenville, KY



The National Responder Preparedness Center is envisioned to be a fully functional fire training academy serving the

Commonwealth. Ultimately it will include a fire training station, classroom building, training / maneuvering pad, dormitory building, and training modules for a variety of types of fire training. Element provided the site design and civil engineering for the proposed fire training station and burn tower for the new campus and also assisted with the preparation of an overall site master plan for the future campus build out.

A few scope elements include:

- Site design and civil engineering to bring new utility service to the site, including sanitary sewer, domestic water and fire protection water, and storm water management.
- Site design including design for a new pad for the Fire Training Drill Tower and planning for the installation of future training props.
- Site grading, retaining wall, training pad behind the new fire station, outdoor gathering space, vehicular pavements, walkways and circulation.

**CLIENT CONTACT:** Pat Thompson Fire Recruiter, KCTCS, pat.thompson@kctcs.edu



Kentucky Division of Engineering & Contract Administration

## National Responder Preparedness Center Site Expansion, Greenville, KY

The Kentucky Division of Engineering and Contract Administration and the Kentucky Fire Commission selected **GRW** to design the National Responder Preparedness Center (NRPC) fire training pad at the Wendell H. Ford Regional Training Center (WHFRTC) in Greenville, KY. GRW previously prepared the master plan for the NRPC, which provides a variety of highly specific first responder training programs. A key feature is a 300-foot by 420-foot concrete training pad, for an anticipated driving course; an access road was also included. The skills pad and roadway were successfully constructed on a mine spoils site that was up to 30 feet deep with minimal removal of poor mine

spoils subgrade. GRW also provided building, site, stormwater and signage permitting. These features assist the NRPC in positioning itself to offer high-quality training for fire fighters in the State of Kentucky.

**Project Size:** 300-foot by 420-foot concrete training pad

**Estimated & Actual Cost:** \$1,800,000/\$1,300,000 cost

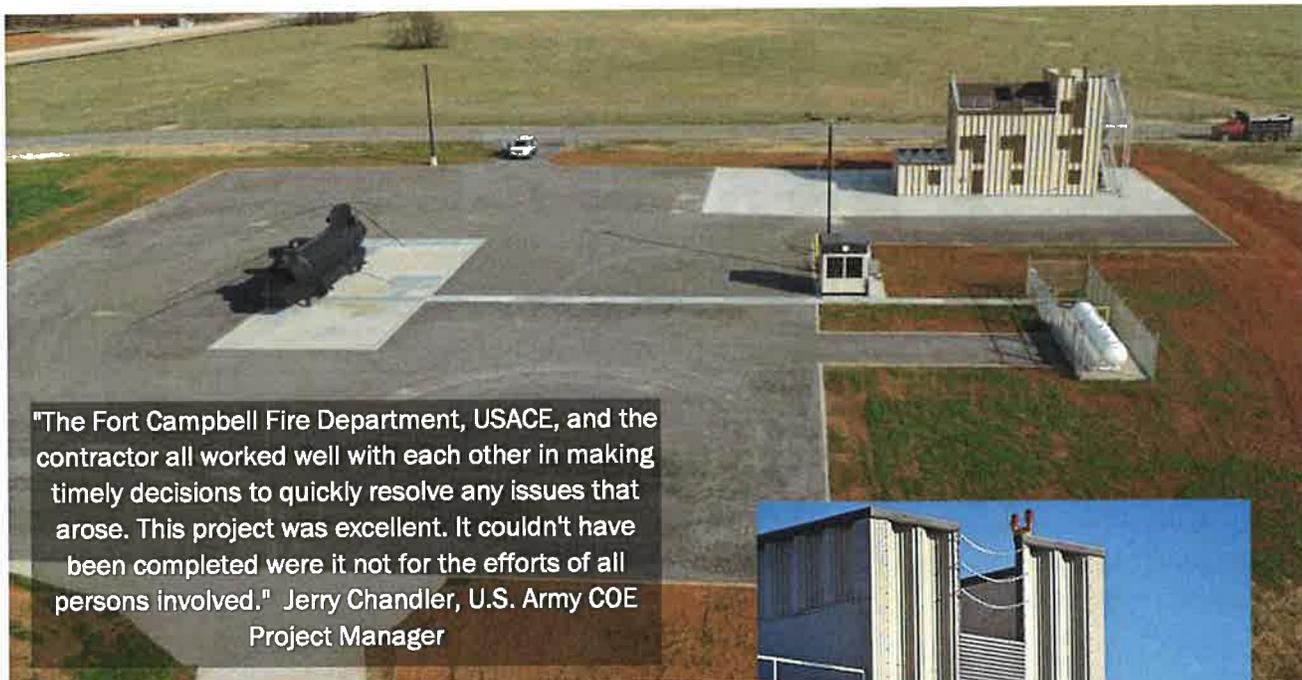
**Team Members from Section 3.0 Table:**

Roderick Saylor, Jake Rose

**CLIENT CONTACT:** Dwayne Brown, Project Manager, Kentucky Division of Engineering & Contract Administration, (502) 782-0315, dwayne.brown@ky.gov

U.S. Army Corps of Engineers, Louisville District

## Fort Campbell Firefighting and Rescue Training Facility, Fort Campbell, KY



"The Fort Campbell Fire Department, USACE, and the contractor all worked well with each other in making timely decisions to quickly resolve any issues that arose. This project was excellent. It couldn't have been completed were it not for the efforts of all persons involved." Jerry Chandler, U.S. Army COE Project Manager

To provide training in firefighting and rescue operations, the U.S Army installation at Fort Campbell, KY, constructed a Firefighting and Rescue Training Facility. The 3.45-acre site includes a multi-purpose helicopter trainer known as the A-500 Chinook Fire Trainer, a three-story control building, and a 200,000-gallon liquid propane tank.

GRW served as the contractor's lead designer for this design-build project. Engineering services included the **design of a concrete pad for the helicopter; a concrete foundation for the training building; and a large staging area, including two fire hydrants and vehicle parking.** GRW also has designed two small infiltration basins to assist in reducing the volume of stormwater in the area.

The pre-fabricated control building includes rappel anchors, stairs, ladders, exterior doors and windows, an access hatch to mimic a residential attic, and sprinklers. Due to the facility's multistory construction, users can fight fires in a one, two- or three-story fire scenario under various scenarios.

The Fort Campbell Firefighting and Rescue Training Facility was constructed 43 days ahead of schedule.



**Project Size:** 3.45-acre site, A-500 Chinook Fire Trainer, a three-story control building, and a 200,000-gallon liquid propane tank

**Estimated & Actual Cost:** \$1,800,000 / \$1,814,452

**Team Members from Section 3.0 Table:**

Roderick Saylor, Matt Craig

**CLIENT CONTACT:** Jerry Chandler, PE, Project Manager, USACE, Louisville District, (270) 798-9465

Frankfort Plant Board

## Consolidated Administration Building, Frankfort, KY

The Frankfort Plant Board, a municipal utility company that provides cable, broadband, telephone, security, electric and water for the city of Frankfort, KY, and surrounding areas, hired GRW to provide programming, planning and design services for its new consolidated administration building and associated 30-acre site.

Site work included full utilities, storm drainage and detention, New access road, staff and visitor parking, security access features including gates and access control.

Landscape Architecture features included an extensive exterior plaza, plantings design, site signage and movement.

The new three-level, 46,000 SF administration building project consolidates the Frankfort Plant Board's administrative offices for accounting, human resources, management, IT, and dispatch. In addition, facilities were provided for the Plant Board's public customer service functions including cashier/payment service stations, exterior drive through tellers, product service representation, and a board / community / training room.

The Facility was designed with security and public safety factors including access control systems, CCTV, bullet-resistant assemblies / glazing. The design was to be operational prior-during-after natural disaster events, utilizing a hardened structural design.

**Project Size:** 3-level, 46,000 SF building on 30-acre site

**Estimated & Actual Cost:** \$15,158,608/  
\$15,652,928

**Team Members from Section 3.0 Table:**

Aaron Nickerson, Roderick Saylor, Matt Craig

**CLIENT CONTACT:** Sharmista Dutta, PE, Director of Water, Frankfort Plant Board, (502) 352-4407, sdutta@fewpb.com



"The Administration Building is exemplary and an asset to the community. I am proud to have been a part of its development and could not have had a better partner that Aaron and GRW."  
– Herbbie Bannister, General Manager (Retired)

"From the beginning, Aaron has been attentive and took the time to gain a good understanding of how our business functions. He has been readily available throughout the project and continues to work to keep the project within budget and on schedule. I know Aaron places great emphasis on ensuring the project is constructed as specified and allows no short cuts. He is an advocate for the owner; and FPB is assured that Aaron and the GRW team will not overlook any details in order to deliver a high-quality project. Sharmista Dutta, PE, Water Engineer, Frankfort Plant Board

City of Nicholasville

## Fire Station No. 4, Nicholasville, KY



For the City of Nicholasville, GRW provided facility programming, facility needs assessments, architectural and engineering design, and construction phase services for a new fire station.

Fire Station No. 4, located along East Brannon Road, includes 6,825 SF with two pull-through apparatus bays, and vehicle storage for up to six vehicles. The facility includes a station captain's office, training room, sleeping quarters for two companies (total of 10 staff), dayroom/break area, and dedicated Personnel Protection Gear (PPE) gear, laundry, and support spaces. Utility systems include backup generator power for the entire building, communications, electrical, and mechanical/HVAC.

Final location of the facility was determined through multiple site assessments, and design approaches considering site optimization, vehicle access, and community identity of the structure. The Civil / Site work included staff and visitor parking, concrete apparatus vehicle parking and driveways, staff assembly areas with sustainable stormwater solutions including a rain garden and vegetated filtration plantings.

The facility vehicle storage apparatus bay design included multiple building alternative layouts based on vehicular access to the site, response requirements, and quantity of storage. The final design included zoned sloped concrete



floors with a trench drain and oil/water separator system for four zones, and the ability to store up to six vehicles. The apparatus bays include a high-pressure washing system, waterproof-rated electrical and lighting components, water resistant construction, and apparatus bay unit heaters. The vehicle maintenance area includes four zones of dedicated vehicle exhaust and makeup air units. To support the high demand and quick response time required for public safety vehicles, the bays have high-speed, motorized overhead section doors.

**Project Size:** 6,875 sft 2 bay station, full site development

**Estimated & Actual Cost:** \$2,305,897 / \$2,805,795

**Key Team Members from 3.0 Table:** Aaron Nickerson, Patrick Baisden

**CLIENT CONTACT:** Craig Cox, Fire Chief, Nicholasville Fire Department, (859) 554-5100, craig.cox@nicholasville.org

MoDOT/ TWM

## Pedestrian Bridges Over I-70 & I-44 St. Louis, MO



The Missouri Department of Transportation planned a replacement of a deteriorating pedestrian bridge over I-70 & I-44. CDI provided Phase II engineering services to

TWM and MoDOT for the planned replacement for 2 multi-span pedestrian bridges in the City of St. Louis. This \$2.55M project, completed in 2020, entailed the replacement of the bridges, as well as enhancements such as ADA accessible ramps and increasing the vertical clearance to comply with MoDOT & FHWA policy.

**CDI Services:** Bridge Design, Sidewalk Approaches, ADA Compliance

**Key Personnel:** Jason Schreckenber, PE, SE



## IL Route 13 Reconstruction Carbondale, IL



As the prime consultant for the project, CDI is providing Phase II engineering services for the preparation of contract plans, specifications, and estimates to IDOT District

9 for the planned expansion of approximately two miles of IL 13 to provide three travel lanes in each direction separated by an open median ditch, four new bridges over Crab Orchard Lake, the addition of a multi-use path and redesign of the IL 13/Cambria road intersection to an innovative "Super-T" intersection including signals and lighting in Carbondale, IL.

Phase II services included preparation of Type, Size, and Location (TS&L) drawings, roadway plans, structure plans, maintenance of traffic plans, traffic signal plans, lighting plans, multi-use path plans, drainage plans, specifications, and estimates (PS&E documents).

**CDI Services:** Survey, Location Drainage Study, Bridge Design, Roadway Design, Contract Documents

**Key Personnel:** Jason Schreckenber, PE, SE

**Client Contact:** Ehren Kirby, PE (D9), IDOT District 9  
(618) 351-5227



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## SECTION 5.0

### Work Plan & Approach to Project

## 5.0 Work Plan & Approach to Project

The proposed Site Development plan will require close coordination to successfully provide the required parking, site access, and the future demands for the site. Our teams workplan has been developed below to outline how we will successfully delivery your project.

### a) Milestone Deliverables

The checklist of deliverables for the Fire Training Academy Campus Site Development shall follow RFP #16-2025 documents, *section 1.3 a/b* and *section c*, below. Key deliverables shall be developed by the following team members:

#### GRW Engineering | Architecture | Geospatial

- Project Management
- Site / Civil Design
- Civil Hydraulic Analysis Investigations
- Electrical Utility Interface – Lighting / Power Distribution
- Mechanical Utility Interface – Plumbing / Service

#### Distribution

- Structural – Structures and Canopy (option)

#### Element Design (WBE)

- Landscape Architecture
- Integration to the Town Branch Trail system
- Site Development Recommendations

#### CDI (WBE)

- Bridge Engineering / Design

#### Connico (WBE)

- Third Party Estimating Services

### b) Design Schedule

The Design schedule required to deliver the Fire Training Academy Campus Site Development shall follow "Attachment C" of the RFP 16-2025 proposal documents. Dates include the following Key Milestones:

- Owner Notice to Proceed: 7/3/2025
- Design Kickoff Meeting: 7/7/2025
- Schematic Design Deliverable 8/13/2025
- Design Development Deliverable: 9/17/2025
- Construction Document RTA "Ready to Advertise" Deliverable: 10/22/2025
- Bidding and Procurement: Approximately 49 days (subject to owner)

- Construction Administration: Approximately 275 days (subject to owner timeline)

*\*All Design Team deliver dates are subject to the following factors:*

- *Timely owner review and response following the prescribed timelines*
- *Timely responsiveness to additional geotechnical, environmental, and survey requests determined as a requirement to properly complete the scope of work.*
- *Additional time may be presented / proposed for additional scopes of work requested of the owner not included in the original scope of work.*

### c) Communication/Documentation & Collaboration Plan

Our teams process will follow the process below to deliver the project, per section 1.3a/b "Attachment C" of the RFP 16-2025 proposal documents.

**Schematic Design:** Existing geotechnical survey, environmental site assessment, and site survey documents will be reviewed simultaneously with the design kick-off meeting. Our Project Design Team will meet with you as necessary to develop a clear understanding of the program issues and needs for your site development, and to discuss your goals for the design. We will discuss design issues such as overall objectives, project schedule, site / facility constraints and criteria, space requirements, relationships,

flexibility, expandability, safety, security, special equipment / systems, and requirements of the overall site. With this information we will develop a design narrative.

Preliminary specifications and drawing documents will be developed to the 35 percent complete level and will consist of outlined specifications, site plan and utility drawings, landscape design, and preliminary bridge engineering development. Preliminary selections of major systems and construction materials will be noted on the drawings. The geotechnical survey, environmental site assessment and site survey will be incorporated into the preliminary design. A preliminary proposed cost estimate

will be prepared and cross-checked to validate the project budget. The Quality Assurance techniques described in this document will be used to review the schematic design documents.

**Design Development:** The Schematic Design review comments from your staff will be implemented into the design documents. The design team will take the project documents to approximately 65 percent. As more details are shown on the documents, the internal review will become more focused on code issues and fitness for purpose. The submittal will consist of site, landscape, bridge, and utility drawings, edited specifications, updated schedule, and an updated cost estimate. Applicable equipment cut sheets, as well as detailed calculations for equipment, will be provided as well. The documents will again be reviewed and studied for conflicts. Review of the design development documents ensures that all systems and components have been defined, the project complies with building codes and regulations, and adequate information has been provided for a more complete estimate of construction cost. Upon completion of the Design Development documents, GRW will present preliminary documentation during a public meeting to obtain feedback if required.

**Construction Documents:** After the Owner provides authorization to proceed to Contract Documents, the design team adds further design details of special connections or features for clarity to the bidders. Your review comments are fed back to the design team, and those comments will be implemented into the current documents. The Construction Document submittal will consist of the final drawings, final independent third-party estimate of construction cost, final project manual, and final design calculations as outlined in the RFQ. These documents will again be reviewed by GRW senior staff members. The GRW project checklists are executed to be sure that key elements of all major systems are fully called out in the drawings and specifications. The specifications are reviewed to be sure they are complete, and the submittal register, and table of contents are finalized. This thorough review and execution of the discipline checklists ensures that construction documents are complete and clear, and that all disciplines have been fully coordinated.

- **Prior to release of the document for bidding, an onsite meeting is recommended, to go over the documents with the user one last time,** to be sure the design documents still meet the programming goals they had in mind when the process started, and that they are clear on what scope items they are

getting and those (if any) that they are not. Once everyone agrees with information shown on the document is accepted, LFUCG would take possession of the final documents and move into the bidding process to procure a contractor.

**Bidding:** Throughout the bidding process, GRW will be at the Owner's disposal to assist with advertising, printing, contractor questions, bid submittals, review of bid documents, review of contractor credentials, and preparing Owner / Contractor contractual agreements.

#### **Construction Administration and Project Close-out**

**Approach:** We will oversee the construction of the site development to ensure conformity to construction drawings, specifications, and standards. Meeting minutes and Field Reports will be thoroughly documented.

The key to a successful project closeout is twofold. **First**, the design team must clearly delineate the expectations and requirements. GRW accomplishes this by using a close-out checklist, which is delivered to the contractor following design development. This checklist spells out in detail required closeout documents, along with an anticipated delivery of each item. **Second** is to start the process early and insist on compliance with the schedule contained in the checklist. Waiting until substantial completion to begin project closeout is never a good idea. When a project closeout checklist is combined with an early start to the closeout process, GRW has found that the final days of a project become much less stressful to everyone involved, and that projects typically come to a prompt and uneventful conclusion. GRW works with many customers that require most of the close-out documentation at 75% completion of construction. This includes initial submittals for O&M manuals, warranties, as-built drawings and similar documentation. GRW typically performs a "preliminary" punch list inspection at about 85% construction completion. This early punch gives the Contractor a sense of what level of scrutiny they will face for upcoming substantial completion and usually helps clarify the expectations of all parties.

GRW prides itself on being a strong project manager type organization without a lot of bureaucratic, administrative procedures that stifle creative people. Sometimes these procedures are streamlined for smaller projects, and sometimes they are formalized more for larger projects. At all times they remain flexible to accommodate the blending of procedures with those of our client organizations. GRW cares a great deal about performing repeat business, and we are willing to go the extra mile to ensure you are happy with the quality of our work.

## d) Approach

The ultimate measure of success of this project and any project is how well the completed project meets your needs and aspirations. The site design will be one that looks to the future of the Lexington Fire Department Fire Training Academy Campus, with the goal being to establish a site development solution to house today needs and your future operations growth for many years to come. Our Project Design Team will meet with you as

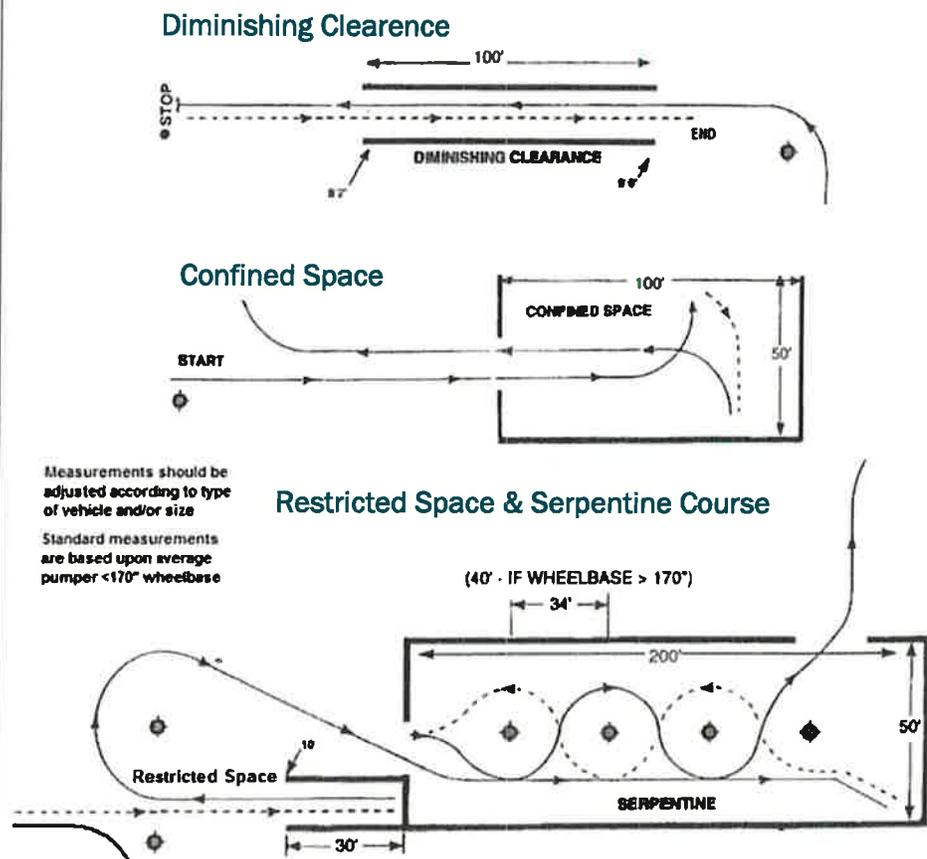
necessary to develop a clear understanding of the design, community, and site issues. Ongoing and continual input from the Owner stakeholders will be actively sought throughout the design process to maintain your goals. To this end, our project team is committed to establishing an inclusive, methodical and logical approach to the design process leading into construction.

### Site Specific Design Considerations:

The existing site is similar subgrade conditions to the National Responder Preparedness Center (NRPC) fire training pad designed by GRW at the Wendell H. Ford. The NRPC skills pad was the constructed over of an old surface mining spoils site. The subgrade foundation material for the both the NRPC pad and the LFUCG Fire Training Academy Pads' pose a risk of differential settlement due to the types of waste material spilt at each site. The NRPC skills pad was successfully constructed over the poor material in 2021. We believe the LFUCG Fire Academy skills pad can also be constructed with minimum subgrade remediation.

Unlike the NRPC pad the LFUCG Fire Academy site has varying topography that provides a limited level area for training. Per **NFPA 1002** Fire Apparatus Driver/Operator Professional Qualifications the varying topography could be seen as more of an **asset** than a liability. The training course could use the varying topography to its advantage by utilizing the steeper fore and aft as well as side to side slopes provided on the site.

Measurements should be adjusted according to type of vehicle and/or size. Standard measurements are based upon average pumper <170' wheelbase.



At a minimum the above courses were considered in our early site evaluations as depicted on the Exhibit 1, conceptual site plan, in this section.

The courses are configured on the conceptual site plan (Exhibit 1) in a way that all could be set up at once – or, if desired, the level area of the site could be used to setup one of any three of the courses.



The rendering shown here is one (1) vision of the Fire Training Academy Campus from above. The previously mentioned detailed conceptual site plan, Exhibit 1, is on the following page.

### d) Quality Control: Design through Construction Administration

GRW has long maintained and nurtured a corporate-wide commitment to deliver high quality professional services to our clients. To achieve this goal we infuse quality assurance/quality control into the entire design process and not just as a final review. Our QA/QC process is standardized, and includes the following key features:

- Project Architect Oversight
- Team Management
- Schedule Management and Compliance Review
- Quality Control Reviews at each Milestone
- Programmatic Oversight
- Project Management Software

These items are further described in GRW' s Quality Assurance/Quality Control procedures document, available upon request.







**APPENDIX**

**LFUCG Forms and Required Documents**

**ATTACHMENT: A**  
**FORM OF PROPOSAL**

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**Design Services for the Phase 1 Site Development of the Fire Training Academy Campus**  
**Request for Proposal # 16-2025**  
**Form of Proposal**

**Consultant:** GRW Engineers, Inc. (GRW)

**Address:** 801 Corporate Drive, Lexington, KY 40503

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**1. General:**

- a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
- b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
- c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
- d. The Consultant shall include Technical Information as required herein.

**2. Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:

- a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
- b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
- c. Narrative on how customer satisfaction is tracked.
- d. Copies of written continuing education/professional training program and quality control/quality assurance program.
- e. Provide the current number of employees and employee types.
- f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
- g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.
- h. Summary of firm's recent (5 year) experience in similar/representative projects including

- i. Physical project size
  - ii. Estimated and Actual Cost of the resulting construction and/or renovation work
  - iii. Identification of any involved sub-consultants and/or joint-venture partners
- i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.
  - j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.
  - k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.
  - l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.
3. **Proposal Format:** Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
- i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
  - ii. A title page
  - iii. A table of contents and/or index; or blank tab pages
4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.
5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:
- a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.
  - b. A specific budget and schedule (See Project Schedule **Attachment C**) to complete services described herein.
  - c. An explanation of the communication/documentation and collaboration plan.
  - d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.
  - e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.
6. **Lump Sum Pricing:**
- a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer'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.)
  - b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

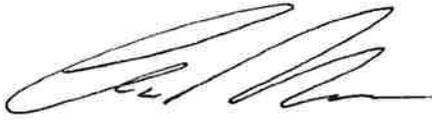
<b><u>Design Stage (Total Services Below)</u></b>	<b><u>\$ 237,712</u></b>
Schematic Design Phase: (percentage of total services)	\$ 59,428 <u>20</u> %
Design Development Phase: (percentage of total services)	\$ 74,285 <u>25</u> %
Construction Documents Phase: (percentage of total services)	\$ 89,142 <u>30</u> %
Bid Phase: (percentage of total services)	\$ 14,857 <u>5</u> %
 <b><u>Construction Administration Stage</u></b>	 <b><u>\$ 59,428</u></b>
(percentage of total services)	<u>20</u> %
 <b><u>Total Architectural/ Engineering Services</u></b>	 <b><u>\$ 297,140</u></b>

Note: Pricing includes MWDBE goals as stated in Participation Form.

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, 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.

<u>Title/Skill Level</u>	<u>Hourly Rate</u>
<u>Principal</u>	<u>300</u> \$/HR
<u>Site / Civil Engineer</u>	<u>175</u> \$/HR
<u>Mechanical Engineer</u>	<u>205</u> \$/HR
<u>Electrical Engineer</u>	<u>205</u> \$/HR
<u>Structural Engineer</u>	<u>205</u> \$/HR
<u>Landscape Architect</u>	<u>155</u> \$/HR
<u>Designer / CADD</u>	<u>105</u> \$/HR
<u>Administrative</u>	<u>86</u> \$/HR

- a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).
- b. Approved reimbursables will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.



Aaron Nickerson, AIA

---

**Signature**

**Name**

GRW - Sr. Vice President/Architect

6/11/2025

---

**Title**

**Date**

**AFFIDAVIT**

Comes the Affiant, Chris Hammer, PE, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Chris Hammer, PE and he/she is the individual submitting the proposal or is the authorized representative of GRW Engineers, Inc. (GRW), the entity submitting the proposal (hereinafter referred to as "Proposer").
  
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
  
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
  
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
  
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

*Chris Hammer*

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Chris Hammer on this the 10<sup>th</sup> day of June, 2025

My Commission expires: 4/23/29

*Heather Randall Kemper* #KYNP28361  
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.*

Chris Hammer, PE - President

GRW Engineers, Inc. (GRW)

Signature

Name of Business

A handwritten signature in black ink that reads "Chris Hammer". The signature is written in a cursive style and is positioned below the signature line.

Note: GRW's comprehensive Affirmative Action Program document is attached at the end of this PDF

**WORKFORCE ANALYSIS FORM**

Name of Organization: GRW Engineers, Inc. (GRW)

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	
<b>Administrators</b>	11	11															11	
<b>Professionals</b>	80	62	14	1	1										2		63	17
<b>Superintendents</b>																		
<b>Supervisors</b>	5	4	1														4	1
<b>Foremen</b>																		
<b>Technicians</b>	36	29	5	1						1							31	5
<b>Protective Service</b>																		
<b>Para-Professionals</b>																		
<b>Office/Clerical</b>	11		11														11	
<b>Skilled Craft</b>	23	22				1											23	
<b>Service/Maintenance</b>																		
<b>Total:</b>	166	128	31	2	1	1				1					2		143	23

Prepared by: Jenny Dixon, HR Manager

Date: 04 / 16 / 2025

*(Name and Title)*

*Revised 2015-Dec-15*

Firm Submitting Proposal: GRW Engineers, Inc. (GRW)

Complete Address: 801 Corporate Drive, Lexington, KY 40503  
Street City Zip

Contact Name: Aaron Nickerson, AIA Title: GRW Sr. Vice President

Telephone Number: 859-880-2267 Fax Number: 859-219-0620

Email address: anickerson@grwin.com



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

**Bid/RFP/Quote Reference #** RFP #16-2025 -  
Phase 1 Site Development, Fire Training Academy Campus

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. elementdesign Ramona Fry 366 South Broadway Lexington, KY 40508 859.389.6533 ramona@element-site.com	WBE	Landscape Architecture		
2. Civil Design, Inc. Lori Daiber 9400 Bunsen Pkwy, Ste 150 Louisville, KY 40220 502.671.0060 ldaiber@civildesigninc.com	WBE/DBE	Bridge Design	GRW's goal is to ensure a total of 17% of the value of total contract go to our assigned subconsultants.	
3. Connico Janet Terry 2594 N. Mount Juliet Road Mount Juliet, TN 37122 615-257-7003 jrterry@connico.com	WBE/DBE	Cost Estimating		
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.

GRW Engineers, Inc. (GRW)  
**Company**

6/11/2025  
**Date**

Aaron Nickerson, AIA   
**Company Representative**

GRW Sr. Vice President  
**Title**

GRW values the participation Connico, CDI, and Element on our team. Copies of our initial email conversations with these firms are included on the following pages.

**From:** [Janet Terry](#)  
**To:** [Sandino, Karri](#)  
**Subject:** RE: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)  
**Date:** Tuesday, May 27, 2025 1:59:26 PM  
**Attachments:** [image001.png](#)  
[image004.png](#)

---

Got it Karri! I will send over the information probably by either Thursday or Friday of this week.



Janet R. Terry  
 D. 615-257-7003 M. 623-261-7778  
[jrtery@connico.com](mailto:jrtery@connico.com)

---

**From:** Sandino, Karri <KSandino@grwinc.com>  
**Sent:** Tuesday, May 27, 2025 12:26 PM  
**To:** Janet Terry <jrtery@connico.com>  
**Cc:** Nickerson, Aaron <ANickerson@grwinc.com>; Piper, Jimmy <JPiper@grwinc.com>; Saylor, Roderick <RSaylor@grwinc.com>; David Hunley <DHunley@connico.com>  
**Subject:** RE: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Hi, Janet,

On behalf of Aaron, we're very glad to have you on the team.  
I work in our marketing area & will be assisting with our response.

Attached is some of the RFP; I can transfer the entire 85MB (!) document to you via Newforma (our web-based project manage tool)  
You're welcome to send items in Word or PDF.  
They've limited it to 20 pages, so we're keeping things as slim & trim as possible.

At this time, it would be great to have these items from you:

- ½ - 1-page max project example (1 or 2) with a similar two-way, vehicular/pedestrian bridge  
→ for projects, they'd like us to include estimate/actual cost if available – a photo would be awesome, too
- ½ - 1-page resume(s) for your key team member(s)
- Logo & brief intro to Connico

Feel free to give me a shout if you have questions/suggestions.  
Thanks very much,  
Karri

**Karri Sandino**

**GRW** | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2379](tel:859.880.2379) |

**Email:** [KSandino@grwinc.com](mailto:KSandino@grwinc.com) | **Website:** [www.grwinc.com](http://www.grwinc.com)

**Follow Us On LinkedIn**

---

**From:** Janet Terry <[jrterry@connico.com](mailto:jrterry@connico.com)>

**Sent:** Tuesday, May 27, 2025 11:42 AM

**To:** Nickerson, Aaron <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)>

**Cc:** Piper, Jimmy <[JPiper@grwinc.com](mailto:JPiper@grwinc.com)>; Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)>; Saylor, Roderick <[RSaylor@grwinc.com](mailto:RSaylor@grwinc.com)>; David Hunley <[DHunley@connico.com](mailto:DHunley@connico.com)>

**Subject:** RE: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Hello Aaron,

Apologies for the delay in responding but we had some people out of the office late last week.

We would be happy to join the team and appreciate you reaching out.

Please let us know next steps and send us a copy of the RFQ.



Janet R. Terry

D. 615-257-7003 M. 623-261-7778

[jrterry@connico.com](mailto:jrterry@connico.com)

---

**From:** Nickerson, Aaron <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)>

**Sent:** Thursday, May 22, 2025 9:48 AM

**To:** Janet Terry <[jrterry@connico.com](mailto:jrterry@connico.com)>; David Hunley <[DHunley@connico.com](mailto:DHunley@connico.com)>

**Cc:** Piper, Jimmy <[JPiper@grwinc.com](mailto:JPiper@grwinc.com)>; Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)>; Saylor, Roderick <[RSaylor@grwinc.com](mailto:RSaylor@grwinc.com)>

**Subject:** RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

**Importance:** High

Some people who received this message don't often get email from [anickerson@grwinc.com](mailto:anickerson@grwinc.com). [Learn why this is important](#)

Hi Janet and David,

I just tried giving you a call a bit ago and believe I got lost in voicemail world!

GRW has teamed with you all on a couple recent projects for Lexington Fayette Urban County Government (LFUCG) here in Lexington, KY. Specifically the Police Academy Assessment and their Water Quality Headquarters relocation projects. LFUCG has another project RFP out (RFP-16-2025) for a Fire Training Center Academy Campus Phase 1 – Site Development which we are pursuing and would like to see if you all would be interested in joining our team to support the Independent Cost Estimator scope of work? If so, we can transmit the RFP package to you through Newforma as the file size is larger than can be emailed at close to 100mb.

We hope you are interested in partnering again, similar to the past projects we will need your team information, resumes, and we will have to work through the projects pricing as we move forward.

Thanks in advance!

**Aaron Nickerson, AIA, LEED Green Associate**

Vice President

**GRW** | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2267](tel:859.880.2267) | C [859.317.1044](tel:859.317.1044)

Email: [ANickerson@grwinc.com](mailto:ANickerson@grwinc.com) | Website: [www.grwinc.com](http://www.grwinc.com)

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**From:** [Lori Daiber](#)  
**To:** [Sandino, Karri](#)  
**Cc:** [Tracy Adele Jones](#); [Nickerson, Aaron](#); [Piper, Jimmy](#); [Saylor, Roderick](#); [Abby Osland](#)  
**Subject:** Re: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)  
**Date:** Tuesday, May 27, 2025 4:12:51 PM  
**Attachments:** [Pages from RFP\\_LFUCG\\_LFD-TrainingAcademyCampus.pdf](#)

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You don't often get email from [ldaiber@civildesigninc.com](mailto:ldaiber@civildesigninc.com). [Learn why this is important](#)

Karri

Thank you for adding CDI to your team. We will have the info to you by June 4th.

Thx  
Lori

Sent from my iPhone

On May 27, 2025, at 1:36 PM, Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)> wrote:

Hi, Tracy & Lori,

On behalf of Aaron, we're very glad to have you on the team.  
I work in our marketing area & will be assisting with our response.

Attached is the main part of the RFP; I can transfer the entire 85MB (!) document to you via Newforma (our web-based project manage tool)

At this time, it would be great to have these items from you:

- ½ - 1-page max project example (1 or 2) with a similar two-way, vehicular/pedestrian bridge → for projects, they'd like us to include estimate/actual cost if available – a photo would be awesome, too
- ½ - 1-page resume(s) for your key team member(s)
- Logo & brief intro to CDI

You're welcome to send items in Word or PDF anytime before next Wed, June 4 would be great.

They've limited it to 20 pages, so we're keeping things as slim & trim as possible.

Feel free to give me a shout if you have questions/suggestions.

Thanks very much,  
Karri

**Karri Sandino**

**GRW** | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2379](tel:859.880.2379) |

**Email:** [KSandino@grwinc.com](mailto:KSandino@grwinc.com) | **Website:** [www.grwinc.com](http://www.grwinc.com)

**[Follow Us On LinkedIn](#)**

---

**From:** Tracy Adele Jones <[tjones@civildesigninc.com](mailto:tjones@civildesigninc.com)>

**Sent:** Friday, May 23, 2025 10:24 AM

**To:** Nickerson, Aaron <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)>; Lori Daiber <[ldaiber@civildesigninc.com](mailto:ldaiber@civildesigninc.com)>

**Cc:** Piper, Jimmy <[JPiper@grwinc.com](mailto:JPiper@grwinc.com)>; Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)>; Saylor, Roderick <[RSaylor@grwinc.com](mailto:RSaylor@grwinc.com)>

**Subject:** RE: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Good morning, Aaron,

We greatly appreciate, and accept, this opportunity to once again serve GRW! We are indeed a certified WBE and are registered with LFUCG.

I spoke with our Client Relations lead Lori Daiber last night, whose marketing team will be shepherding this proposal through the RFP process. She confirmed we have 3 bridge engineers registered in Kentucky (all PE, SE), some of which you know from previous pursuits.

Will your team please forward the RFP package materials, as well as any applicable templates, to Lori (cc'd)?

Wonderful to meet you and hope your Disney trip is the best one yet!

With gratitude,

**Tracy Adele Jones**

Client Relations | Civil Design, Inc.

**O:** 502-242-9058 **M:** 859-351-0207

---

**From:** Nickerson, Aaron <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)>

**Sent:** Thursday, May 22, 2025 9:28 PM

**To:** Tracy Adele Jones <[tjones@civildesigninc.com](mailto:tjones@civildesigninc.com)>

**Cc:** Piper, Jimmy <[JPiper@grwinc.com](mailto:JPiper@grwinc.com)>; Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)>; Saylor, Roderick <[RSaylor@grwinc.com](mailto:RSaylor@grwinc.com)>

**Subject:** RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Hi Tracy,

It was good to catch up this afternoon at the Pre-Proposal meeting! As discussed, this evening GRW is looking for a Bridge Engineering teammate and CDI came up as a good opportunity to continue an existing successful relationship. You had mentioned CDI would be interested and Bridge design was part of your team's portfolio. It is my understanding that CDI is a certified WBE with LFUCG and your engineering folks would need to be licensed in KY for this project.

We hope you are interested in partnering again on this project, similar to the past MSD and DECA projects we will need your team information, resumes, and we will have to work through the projects pricing as we move forward. If so, we can transmit the RFP package to you through Newforma as the file size is larger than can be emailed at close to 100mb if you do not already have it.

Thanks in advance!

**Aaron Nickerson, AIA, LEED Green Associate**

Vice President

**GRW** | engineering | architecture | geospatial

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Email: [ANickerson@grwinc.com](mailto:ANickerson@grwinc.com) | Website: [www.grwinc.com](http://www.grwinc.com)

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**From:** [Ramona Fry](#)  
**To:** [Sandino, Karri](#)  
**Cc:** [Nickerson, Aaron](#); [Piper, Jimmy](#); [Saylor, Roderick](#)  
**Subject:** Re: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)  
**Date:** Tuesday, May 27, 2025 4:53:31 PM

---

Thanks, Karri. I can send an InDesign package that will include a PDF. Or if you prefer I can put it in word, just let me know.

## Ramona Fry RLA, ASLA, LEED BD+C

CLARB Certified Landscape Architect

Principal / Senior Partner

**element**design

Landscape Architecture + Engineering + Planning

Lexington | Louisville | Murray

366 South Broadway

1018 E. Jefferson Street

Lexington, KY 40508

Louisville, KY 40206

859.389.6533

502.489.4221

[www.element-site.com](http://www.element-site.com)

Kentucky Minority & Women Business Enterprise Certified

On Tue, May 27, 2025 at 2:40 PM Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)> wrote:

Hi, Ramona,

On behalf of Aaron, we're very glad to have you on the team.

Attached is the main part of the RFP; I can transfer the entire 85MB (!) document to you via Newforma (our web-based project manage tool)

You're welcome to send items in Word or PDF.

They've limited it to 20 pages, so we're keeping things as slim & trim as possible.

At this time, it would be great to have these items from you:

- ½ - 1-page project example (1 or 2), they'd like us to include estimate/actual cost if available – a photo would be awesome, too
- ½ - 1-page resume(s) for your key team member(s)
- Logo & brief intro to Element

Feel free to give me a shout if you have questions/suggestions.

Thanks very much,  
Karri

**Karri Sandino**

**GRW** | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2379](tel:859.880.2379) |

Email: [KSandino@grwinc.com](mailto:KSandino@grwinc.com) | Website: [www.grwinc.com](http://www.grwinc.com)

[Follow Us On LinkedIn](#)

---

**From:** Ramona Fry <[ramona@element-site.com](mailto:ramona@element-site.com)>

**Sent:** Thursday, May 22, 2025 11:57 AM

**To:** Aaron Nickerson <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)>

**Cc:** Jimmy Piper <[JPiper@grwinc.com](mailto:JPiper@grwinc.com)>; Karri Sandino <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)>; Roderick Saylor <[RSaylor@grwinc.com](mailto:RSaylor@grwinc.com)>

**Subject:** Re: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site Development (GRW Team)

Thanks- I'm at KSU today so won't make the pre proposal but if you can forward the format you'd like me to use for the RFP information.

Thanks.

Ramona Fry, RLA ASLA LEED AP BD+ C

Element Design

Sent from my iPhone

On May 22, 2025, at 11:46 AM, Nickerson, Aaron <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)> wrote:

Ramona, that sounds great. Are you planning to be at the Pre-Proposal today? It is at 2pm at the existing Fire Training Facility. If so, we will see you there.

If you do not already have the RFP package we can transmit the RFP package to you through Newforma as the file size is larger than can be emailed at close to 100mb.

I presume at this point similar to past projects we will need your team information, resumes, and we will have to work through the projects pricing once we fully understand the scope. I have included Karri Sandino or marketing director on this email as well so we can follow up on specifics.

Thanks!

**Aaron Nickerson, AIA, LEED Green Associate**

Vice President

**GRW** | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2267](tel:859.880.2267) | C [859.317.1044](tel:859.317.1044)

Email: [ANickerson@grwinc.com](mailto:ANickerson@grwinc.com) | Website: [www.grwinc.com](http://www.grwinc.com)

[Follow Us On LinkedIn](#)

---

**From:** Ramona Fry <[ramona@element-site.com](mailto:ramona@element-site.com)>

**Sent:** Thursday, May 22, 2025 11:35 AM

**To:** Nickerson, Aaron <[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)>

**Cc:** Piper, Jimmy <[JPiper@grwinc.com](mailto:JPiper@grwinc.com)>; Sandino, Karri <[KSandino@grwinc.com](mailto:KSandino@grwinc.com)>; Saylor, Roderick <[RSaylor@grwinc.com](mailto:RSaylor@grwinc.com)>

**Subject:** Re: RFP-16-2025 - Fire Training Center Academy Campus Phase 1 – Site

Development (GRW Team)

That sounds good to me. We've done some work on fire training for KCTCS, so I have a little background there too.

Just let me know what you need from us.

Ramona Fry, RLA ASLA LEED AP BD+ C

Element Design

Sent from my iPhone

On May 22, 2025, at 11:24 AM, Nickerson, Aaron  
<[ANickerson@grwinc.com](mailto:ANickerson@grwinc.com)> wrote:

Hi Ramona,

I just tried giving you a call and you were out an about so I figured I would email instead on bothering you during a meeting!

GRW is currently teamed with element on the LFUCG Water Quality Headquarters relocation project and you and Jimmy have crossed paths at Berea. LFUCG has another project RFP out (RFP-16-2025) for a Fire Training Center Academy Campus Phase 1 – Site Development which we are pursuing as a Prime and would like to see if you all would be interested in joining our team to provide the Landscape Architecture scope of work? GRW's team has extensive ongoing and completed Fire department experience and it is also apparent that the Landscape and Town Branch extension will be an important part of this project's success. Please give me a shout or return message and we can discuss further.

Thanks in advance!

**Aaron Nickerson, AIA, LEED Green Associate**

Vice President

**GRW** | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

O [859.223.3999](tel:859.223.3999) | D [859.880.2267](tel:859.880.2267) | C [859.317.1044](tel:859.317.1044)Email: [ANickerson@grwinc.com](mailto:ANickerson@grwinc.com) | Website: [www.grwinc.com](http://www.grwinc.com)**[Follow Us On LinkedIn](#)**

## ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

<b>Proposer Name:</b>	GRW Engineers, Inc. (GRW)	<b>Date:</b>	6/11/2025
<b>Project Name:</b>	Phase 1 Site Development, Fire Training Academy Campus	<b>Project Number:</b>	RFP #16-2025
<b>Contact Name:</b>	Aaron Nickerson, AIA	<b>Telephone:</b>	859-880-2267
<b>Email:</b>	anickerson@grwin.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?**    Yes     No

If yes, indicate all certification type(s):

DBE

MBE

WBE

SBE

VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city’s Minority Business Enterprise Program’s (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

Please see attached list. Thank you.

**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. Please see attached email communication
- 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.

We reviewed and researched relevant VOSB and MBE firms listed on LFUCG's certified consultant list as well as other resources, including KYTC and Kentucky's Finance & Administration websites. Because of the services required to successfully assist LFUCG with this particular project, the opportunities to assign a portion of the work to a MBE and/or VOSB are limited. As new opportunities arise with LFUCG we will use this research/review resources to identify opportunities to add an MBE and/or VOSB to our team

**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.**

Please see note above & attached email communication

**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.

GRW Engineers, Inc. (GRW)

**Company**

6/11/2025

**Date**

Aaron Nickerson, AIA



**Company Representative**

Sr. Vice President

**Title**

## **DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS**

Below is an alphabetical list of firms GRW 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.

1. Abbie Jones (WBE)
2. American Engineers Inc (SBE)
3. Bloodhound LLC (SBE)
4. Bryant Associates (MBE)
5. CMID Inc (SBE)
6. Connico (WBE/DBE)
7. Cornerstone (DBE/MBE)
8. CSI (SBE)
9. CTL Engineering Inc. (MBE)
10. Cultural Resource Analysts Inc (SBE)
11. Diane B Zimmerman Traffic Engineering LLC (WBE)
12. EHI Consultants, Inc. (SBE)
13. Element Design (WBE)
14. Facility Commissioning Group Inc (SBE)
15. Horizon Inspection Llc (Sbe)
16. Marine Solutions Inc (WBE)
17. Mid-South Tank Consultants (SBE)
18. PCS Technologies, LLC (SBE)
19. Roger Ward Engineering Inc (VOSB)
20. Taylor Siefker Williams Design Group (DBE/WBE)
21. Third Rock Consultants (WBE)
22. Vector Engineers Inc (SBE)

## 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.

Aaron Nickerson, AIA

Signature



6/11/2025

Date



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0659-25**

**File ID:** 0659-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 214-2025

**In Control:** Urban County Council

**File Created:** 06/23/2025

**File Name:** Request Council authorization to execute amendment to the agreement with Woodland CC LLC under the 2024 HOME Investment Partnerships Program to increase from two HOME-assisted units to three HOME-assisted one-bedroom units to comply with US Department of

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Agreement with Woodland CC LLC, related to an award of Home Investment Partnerships Program funds, to comply with federal Grant requirements, and authorizing the Mayor to execute any other amendments with Woodland CC LLC related to this award. [Div. of Grants and Special Programs, Reynolds]

**Notes:** SAF in the CCO. CILOO kept. Returned to celia moore via pick up box 7/23/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25 - Blue Sheet Memo Woodland CC LLC, FINAL Woodland HOME Amended Leasehold Loan Agreement, FINAL Woodland HOME Amended and Restated Leasehold Deed Restrictions, FINAL Woodland HOME Deed Restrictions Release, RESO 0659-25- Amendment No. 1 to HOME Agreement with Woodland CC LLC 4911-1816-9425 v.1.docx, R-350-2025, Contract #214-2025, Contract #214-2025

**Enactment Number:** R-350-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Ersula Killens

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
2	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
2	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass

**Text of Legislative File 0659-25**

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Agreement with Woodland CC LLC, related to an award of Home Investment Partnerships Program funds, to comply with federal Grant requirements, and authorizing the Mayor to execute any other amendments with Woodland CC LLC related to this award. [Div. of Grants and Special Programs, Reynolds]

**Summary**

Authorization to execute Amendment to the Agreement with Woodland CC LLC under the 2024 HOME Investment Partnerships Program to increase from two HOME-assisted units to three HOME-assisted one-bedroom units to comply with US Department of Housing and Urban Development’s maximum per-unit subsidy amount established under the Section 234 Condominium Housing Limits, update utility allowance requirement, and authorizing the Mayor to execute any other Agreements or amendments with Woodland CC LLC related to the use of these funds. No Budgetary impact. (L0659-25)(Reynolds/Lanter)

Budgetary Implications: NO

Advance Document Review:

**Law:** Yes, Completed by Brittany Smith, 6/17/2025

**Risk Management:** N/A

Fully Budgeted: Yes. All funds previously Budgeted.

Account Number: 3120-900274-0001-71101

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project: HOME\_2025

Activity: H03

Budget Reference: 2025

Current Balance:



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

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

**DATE: JUNE 20, 2025**

**SUBJECT: Amendment to Agreement Woodland CC LLC**

---

**Request:** Council authorization to execute amendment to the agreement with Woodland CC LLC under the 2024 HOME Investment Partnerships Program to increase from two HOME-assisted units to three HOME-assisted one-bedroom units to comply with US Department of Housing and Urban Development (HUD) maximum per-unit subsidy amount established under the Section 234 Condominium Housing Limits, update utility allowance requirement, and authorizing the Mayor to execute any other agreements or amendments with Woodland CC LLC related to the use of these funds.

**Purpose of Request:** On May 9, 2024 (Resolution No. 226-2024) Council approved the 2024 Consolidated Plan and Woodland CC LLC was awarded \$600,000 of HOME Investment Partnerships Program funds for rehabilitation of an existing structure and to construct additional new units for a multi-family rental project for low-income families in Fayette County. This amendment is required to comply with HUD maximum per-unit subsidy amount established under the Section 234 Condominium Housing Limits and to update the utility allowances as provided by the Lexington-Fayette Urban County Housing Authority’s Section 8 Existing Housing Allowance for Tenant Furnished Utilities and Other Services.

**What is the cost in this budget year and future budget years?** All funds previously budgeted. There are no anticipated costs in future budget years.

**Are the funds budgeted?** Grant funds are budgeted

**File Number:** 0659-25

**Director/Commissioner:** Reynolds/Lanter



**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF GRANTS AND SPECIAL PROGRAMS  
FIRST AMENDMENT TO THE HOME LOAN AGREEMENT**

**THIS FIRST AMENDMENT TO THE HOME LOAN AGREEMENT** (“Agreement”), dated and entered into this the \_\_\_\_\_ day of June, 2025, is by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government" or “LFUCG”), through its Division of Grants and Special Programs, and **WOODLAND CC LLC**, a Kentucky limited liability company, whose principal address is 1390 Olivia Lane, Ste. 100, Lexington, KY 40511 (herein “Borrower”).

**WITNESSETH:**

**WHEREAS**, Government, in accordance with the regulations codified at 24 CFR 92.102 – 92.106 for the HOME Investment Partnerships Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (“HUD”) and is the recipient of federal funding from the HOME Investment Partnerships Program;

**WHEREAS**, the Government has been awarded federal funds from HUD’s HOME Investment Partnerships Program (CFDA # 14.239) under Federal Award Number M24-MC-21-0201 awarded September 10, 2024;

**WHEREAS**, Government’s approved 2024 Annual Action Plans provide **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00) to Borrower (Woodland CC LLC, with Unique Entity Identifier LKDBVDAKY2X5)** (“Loan”) in funding from the HOME Investment Partnerships Program for the development of rental housing for low-income HOME-eligible persons and/or households in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92.205-92.206;

**WHEREAS**, the Borrower entered into that certain Loan Agreement (“Agreement”) dated December 18, 2024 (attached hereto and incorporated herein as **Exhibit A**), whereby the parties agreed to the Loan to rehabilitate an existing structure and construct additional units for a multi-family residential project located at 530 East High Street, Lexington, Fayette County, Kentucky 40502 under the name of The Flats at Woodland Apartments;

**WHEREAS**, to comply with regulations regarding the HOME units and utility allowances;  
and

**WHEREAS**, LFUCG and Borrower desire to memorialize a modification to the Agreement, (attached hereto and incorporated herein as **Exhibit A**, to reflect the new understanding between the parties as set forth in the First Amendment below.

**NOW, THEREFORE**, the parties agree to the following modifications to the Agreement:

1. **Section 1.01 of the Agreement shall be amended as follows:** The Government hereby agrees to loan to Borrower the maximum sum of **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** (hereinafter “Loan”). This Loan shall be in the form of a deferred Loan for the term of thirty (30) years from the date of this Loan Agreement. The deferred Loan shall be at zero percent (0%) interest for the thirty (30) year period and shall be repayable in full at the end of the thirty (30) year period. Funds shall be used for the rehabilitation of thirty eight (38) residential units of multi-family housing located at 530 East High Street, Lexington, Fayette County, Kentucky 40502 (“Project”). The number of HOME funded units is three (3).
  
2. **Section 1.04 of the Agreement shall be amended as follows:** All sums borrowed hereunder shall be used solely and exclusively for the Project that is further described as the construction of residential rental property located at 530 East High Street, Lexington, Fayette County, Kentucky 40502, for rent to low-income persons and/or households or for other eligible costs as set forth in 24 CFR 92.206. Borrower acknowledges that *three (3) units in the Project shall be administered as HOME-assisted units*, and that the per-unit subsidy shall not exceed the maximum per-unit subsidy amount established under Section 234 Condominium Housing Limits for elevator-type projects that apply to the area in which the units are located. The three (3) HOME-assisted units shall be floating. At a minimum, the following types of units will be HOME assisted:

Unit Type	# of Units	High HOME	Low HOME
0 BR			
1 BR			3
2 BR			
3 BR			
4 BR			
TOTAL			3

3. **SECTION 1.08 of the Agreement shall be amended as follows:** For a period of thirty (30) years from the date on which development of the Project is completed, established as the date the HUD’s Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, one hundred percent (100%) of the HOME-assisted (three (3) units) shall be rented to low-income and very low-income households. None of the HOME-assisted units are required to be rented to very low-income households. Low-income households are those households with adjusted gross incomes at or below sixty percent (60%) of the median income for the community. Very low-income households are those households with adjusted gross incomes at or below fifty percent (50%) of the median income for the community. During this same thirty (30) year period, three (3) or more HOME-assisted units shall be rented to very low, or low, income households except as otherwise set out herein in Section 1.11. Borrower shall use the Section 8 Program definition of annual gross income (24 CFR 5.609).
  
4. **Section 1.09 of the Agreement shall be amended as follows:** For a period of thirty (30) years from the date on which development of the Project is completed, established as the date the HUD’s Integrated Disbursement and Information System (IDIS) accepts and records the

Completion report, Borrower shall charge the LOW HOME in HOME-assisted units as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government if tenant is required to pay separately for utilities. The Utility Allowance approved by the Government is the Lexington-Fayette Urban County Housing Authority's Section 8 Existing Housing Allowance for Tenant Furnished Utilities and Other Services. The Utility Allowance must be approved by the Government prior to Lease-Up and annually thereafter during the period of affordability. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Borrower to adjust the rent charged, Borrower must obtain the approval of the Government prior to adjusting rents and provide tenants with no less than thirty (30) days' written notice before adjustments are implemented.

**5. Section 1.12 of the Agreement shall be amended as follows:**

**ANNUAL REVIEW.**

- (a) The Borrower shall, on an annual basis, during a period of thirty (30) years from the date on which development is completed, review the income, family size and exclusions of all tenants in HOME-assisted units and determine if any are over-income. Development is deemed to be completed on the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report. An over-income tenant is a household with an adjusted gross income exceeding eighty percent (80%) of the median income for the community. Borrower shall not evict over-income tenants based on income. Borrower shall increase the rent of the HOME-assisted unit to thirty percent (30%) of the household's adjusted gross income. HOME-assisted units vacated by an over-income tenant must be rented to an income-eligible tenant during the thirty (30) year period, except tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. HOME-assisted units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants. The Government will examine at least two (2) months of source documents evidencing annual income (*e.g.*, wage statement, interest statement, unemployment compensation statement) for the family as specified in 24 CFR §92.203, in accordance with 24 CFR §92.504(c)(3)(iii) and 24 CFR §92.253(d)
- (b) Should the adjusted gross income of a very low-income tenant renting a unit at the LOW HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy and during the thirty (30) year period from the date on which development of the Project is completed, the Borrower shall set the rent for such tenant at the LOW HOME rate for the duration of the tenancy. The Project is deemed to be completed on the date the initial tenant surveys are verified. Borrower shall not evict such a tenant on the basis of the increase of the adjusted

gross income. The next vacancy shall be rented to a very low-income tenant whose income is at or below fifty percent (50%) of the area median income at a rent no higher than the established LOW HOME rent.

6. In the event of a conflict between the terms of this First Amendment and the terms of the Agreement, this First Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

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

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGES TO FOLLOW**





**EXHIBIT A**

**December 18, 2024 Loan Agreement**

4931-2332-2190, v. 1

THIS INSTRUMENT PREPARED BY:

---

Brittany Griffin Smith, Esq.  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
(859) 258-3500

**RETURN TO:**

*Division of Grants and Special Programs  
Lexington-Fayette Urban County Government  
200 East Main Street, 6<sup>th</sup> Floor  
Lexington, KY 40507*

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF GRANTS AND SPECIAL PROGRAMS  
FIRST AMENDED AND RESTATED DECLARATION  
OF RESTRICTIVE COVENANTS**

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS** ("Declaration") is made this \_\_\_\_\_ day of June, 2025, by **WOODLAND CC LLC**, a Kentucky limited liability company, whose principal address is 1390 Olivia Lane, Ste. 100, Lexington, KY 40511 ("Declarant") and **WOODLAND CHRISTIAN CHURCH, INC.**, a Kentucky nonprofit corporation, whose address is 530 East High Street, Lexington, Kentucky 40502 ("Owner"). Owner is the holder of a fee simple interest, and Declarant is the holder of a leasehold interest, in that certain real estate located in Fayette County, Kentucky, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"), by virtue of that certain Amended and Restated Ground Lease dated as of December 18, 2024 by and between Owner and Declarant (the "Ground Lease") which Ground Lease is further evidenced by that certain Memorandum of Lease dated as of December 18, 2024, of record in Deed Book 4109, Page 272 in the Office of the Clerk of Fayette County, Kentucky. Declarant is to construct and rehabilitate Property identified herein in order to create a thirty eight (38) unit rental housing development known or to be known as The Flats at Woodland Apartments ("Project"). To facilitate the Project, Declarant has been awarded funds in the amount of **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** from the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky, 40507 ("Government"), through the Government's Division of Grants and Special Programs' HOME Program.

**WITNESSETH:**

WHEREAS, this First Amended and Restated Declaration of Restrictive Covenants replaces the Declaration of Restrictive Covenants dated December 18, 2024, and recorded in the Fayette County Clerk's Office in Lexington, Kentucky in Deed Book 4110, Page 205-215.

**WHEREAS**, the Owner is the owner of certain real property known and designated as **530 East High Street, Lexington, Fayette County, Kentucky 40502** and more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference ("Site"); and

**WHEREAS**, the Government, through its HOME Program, works to increase the supply of affordable, standard residential rental units to low and very low income households by providing loans to property owners; and

**WHEREAS**, said Government, through its HOME Program, has loaned funds in the amount of **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** to Declarant for the construction of a thirty eight (38) unit apartment complex for low-income households;

**WHEREAS**, Declarant and Owner have agreed that three (3) units are HOME-assisted and that only these three (3) units are subject to the herein described affordability restrictions;

**WHEREAS**, said Government program is being conducted pursuant to the HOME Investment Partnerships Program of the United States Department of Housing and Urban Development ("HUD") which requires, as a condition of receipt of funds thereunder, that Restrictive Covenants, running with the land in conformance with the eligibility and affordability provisions of the program, be declared and filed of record as to each property developed with program funds; and

**WHEREAS**, the Declarant has borrowed the sum of **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** pursuant to the Government's HOME Program and HUD's HOME Investment Partnerships Program for the construction of thirty eight (38) affordable rental units on the herein described Site, and in consideration of such loan, Owner intends to establish covenants, conditions and restrictions running with the land to comply with the requirements of the HOME program;

**WHEREAS**, the Government holds a leasehold mortgage lien interest in the site and is required by HUD regulations relating to the HOME Investment Partnerships Program to require the establishment of covenants, conditions and restrictions running with the land and to enforce such covenants, conditions and restrictions;

**NOW, THEREFORE**, the Owner, for its assigns, subsequent purchasers, lessees and successors in interest hereby declares that the Site is and shall be held transferred, sold, conveyed and occupied, subject to the conditions, restrictions and reservations hereinafter set out, which are hereby established and declared to be covenants running with the land:

**1. RESTRICTED USES:**

(a) The site shall be maintained solely as residential property. Owner and its assigns, subsequent purchasers, lessees and successors in interest agree that the three (3) HOME-assisted units shall be rented to low income and very low households. Low income households are those households with gross incomes at or below sixty percent (60%) of the median income for the community. Very low income households are those households with adjusted gross incomes at or below fifty percent

(50%) of the median income for the community. During the duration of these covenants, there is no minimum of the number of the HOME-assisted units that shall be rented to very low income households except as provided elsewhere herein.

(b) Owner and its assigns, subsequent purchasers, lessees and successors in interest shall charge rents no higher than low HOME and high HOME rents as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government if tenant is required to pay separately for utilities. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Owner and its assigns, subsequent purchasers, lessees and successors in interest to adjust the rent charged, Owner and its assigns, subsequent purchasers, lessees and successors in interest must obtain the prior approval of the Government and provide tenants with no less than thirty (30) days' written notice before adjustments are implemented.

(c) The family size and the gross income for all tenants must be determined at the time of initial occupancy and annually for the duration of these covenants. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall obtain and verify income and family size information from each tenant upon initial rent up and annually during the duration of these covenants. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall provide information on family size, gross income and rent charged for all tenants to the Government within sixty (60) days after the initial rent up and the annual review date. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall obtain any necessary releases from tenant to allow Government to independently verify the information provided.

(d) The Owner and its assigns, subsequent purchasers, lessees and successors in interest shall, on an annual basis, for the duration of these covenants, review the income, family size and exclusions of all tenants and determine if any are over-income. An over-income tenant is a household with a gross income exceeding eighty percent (80%) of the median for the community. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall not evict over-income tenants based on income. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall increase the rent of the site to not less than thirty percent (30%) of the households adjusted gross income, except tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. Units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants.

(e) Should the adjusted gross income of a very low income tenant renting a unit at the low HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy and for the duration of these covenants, the Owner and its assigns, subsequent purchasers, lessees and successors in interest may increase the rent for such tenant up to the high HOME rate for the duration of the tenancy. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall not evict such a tenant on the basis of the increase of the adjusted gross income. The next vacancy shall be rented to a very low income tenant whose income is at or below fifty percent (50%) of the

area median income at a rent no higher than the established low HOME rent.

(f) No sale of the site shall be completed without giving notice to the Government in writing at least ten (10) days prior to the closing.

**2. DURATION.** The covenants and restrictions herein established shall be a covenant running with the land and shall be effective from the date of project completion, **November 1, 2026**, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report showing that ten (10) units assisted by this loan have been rented to low-income and very low-income households, for a period of **thirty (30) years** and shall be binding upon the Owner, its assigns, subsequent purchasers, lessees and successors in interest and all parties and persons claiming under them during the term hereof.

It is intended and agreed that the Government and its successors and assigns and the United States of America shall be deemed a beneficiary of the covenant provided, both for and in their or its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefits such agreements or covenants have been provided. Said covenant shall run in favor of the Government and the United States for the duration of these covenants. The Government and the United States shall have the right, in the event of any breach of any such covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, or to collect the full amount of any disbursement made to Owner, to which it or any other beneficiaries of such agreement or covenant may be entitled.

**3. PURCHASER AT FORECLOSURE.** During the term hereof, should any mortgage or deed of trust be foreclosed on the Site, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions and covenants set forth in this instrument. In the event of foreclosure by, acceptance of deed-in-lieu of foreclosure by, or assignment by any Superior Mortgage(s) to the U.S. Department of Housing and Urban Development (HUD), all restrictions relating to affordable housing programs provided for in this Deed and Declaration of Restrictive Covenants or provided for in any other document related to this transaction shall automatically and permanently terminate and shall have no further force to or effect on subsequent owners or purchasers of the property.

**4. FUTURE DEEDS.** Owner, its assigns, subsequent purchasers, lessees and successors in interest agree that all of the covenants, conditions and restrictions contained in this deed shall be inserted in full in all future deeds related to the Site during the term hereof.

**5. SEVERABILITY OF PROVISIONS.** Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions which shall remain in effect.

**IN WITNESS WHEREOF,** Owner, Declarant, and Government have executed this Declaration of Restrictive Covenants effective as of the day and year first above written.





**EXHIBIT A**

**530 East High Street, Lexington, Kentucky 40502**

**TRACT NO. 1**

All that tract or parcel of land beginning at a point at the corner of Kentucky Avenue and High Street and running thence in a southerly direction along the line of said Kentucky Avenue a distance of two hundred and ninety-three (293) feet, thence in an easterly direction a distance of ninety-one (91) feet, corner to lot now owned by Annie W. Maurer, running thence along the line of said Maurer a distance of two hundred and sixty-one (261) feet to the line of High Street, thence in a westerly direction and along the line of High Street one hundred and twenty-five (125) feet to the point of beginning.

There is excepted from the foregoing property however all of that real property conveyed by the Trustees of the Woodland Christian Church, by deeds dated June 17, 1912, and October, 1912, and of record in Deed Book 166, Page 637, and Deed Book 168, Page 447, respectively, in the Fayette County Clerk's Office.

**TRACT NO. 2**

All that tract or parcel of land situated on the Southwest corner of Oldham Avenue and East High Street in the City of Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

Beginning at a point where the West property line of Oldham Avenue intersects the South line of East High Street, said point being eight (8) feet Southerly from the face of the curb of East High Street; thence in a Southerly direction with said Oldham Avenue 117.85 feet to the line of A. E. Paritz; thence at right angles and in a westerly direction with Paritz's line 90 feet, more or less, to the line of Leona G. Prather; thence in a Northerly direction with Prather's line One Hundred Forty (140) feet, more or less, to a point eight (8) feet from the face of the curb of East High Street; thence in an Easterly direction with East High Street, 52 feet to the beginning and being a part of Lots 1 and 2 of the Chautauqua Woods Addition to the City of Lexington, of record in Plat Cabinet E, Slides 78-79 (formerly Plat Book 1, Pages 78-79) in the Fayette County Clerk's Office.

**TRACT NO. 3**

**Parcel No. 1**

Beginning at a point in the west side of Kentucky Avenue 100 feet south of what would be the north line of Maxwell Street if extended (which has now been actually extended) and at a corner to (formerly) R. Merriman, running thence westwardly with the southern line of R. Merriman 130 feet, more or less, to Beard's line; thence southwardly and parallel with Kentucky Avenue 50 feet; thence eastwardly 130 feet, more or less, to the western line of Kentucky Avenue; thence northwardly with the western line of Kentucky Avenue 50 feet to the point of beginning.

Provided there is excepted from the foregoing description the rear portion of said lot which has heretofore been previously conveyed by deed of record in Deed Book 388, Page 106, in the Fayette County Court Clerk's Office.

Parcel No. 2

Located and being on the westerly side of Kentucky Avenue between Maxwell Street extended (which has now been actually extended) and Euclid Avenue, fronting 50 feet on said Avenue, and beginning 50 feet from the north line of Maxwell Street extended, and at the south corner of the lot formerly owned by Melissa Veal; thence southwardly along the line of Kentucky Avenue 50 feet to a stake; thence at right angles with Kentucky Avenue westwardly 130 feet, more or less, to the lot occupied by the Lexington Fire Department; thence with the line of said lot in a northwardly direction 50 feet to the line of Melissa Veal; thence eastwardly 130 feet, more or less, to the point of beginning, the improvements on said property being known as 205 Kentucky Avenue.

There is excepted from the foregoing description the rear portion of said lot which has heretofore been previously conveyed by deed of record in Deed Book 583, Page 28, in the Fayette County Court Clerk's Office.

EXCEPTING THEREFROM so much as conveyed to Stanford Realty, Inc. by that certain Deed, dated October 10, 2008, of record in Deed Book 2838, Page 607, in the Office aforesaid.

TRACT NO. 4

Beginning in the west line of Kentucky Avenue at a point One Hundred Eighty Seven and One Half (187-1/2) feet south of the northern line of Maxwell Street and corner to the property conveyed to MacGregor in the aforesaid deed dated June 7th, 1912, and of record in Deed Book 167, Page 141; running thence westwardly and parallel to the west line of Maxwell Street One Hundred Thirty (130) feet, more or less, to Beard's line; thence southwardly with the east line of said Beard Thirty Seven and One Half (37-1/2) feet to the line of Pilcher (formerly Oldham and Finn) thence eastwardly with the northern line of Pilcher One Hundred Thirty (130) feet, more or less, to the western line of Kentucky Avenue; thence northwardly with the western line of Kentucky Avenue Thirty Seven and One Half (37-1/2) feet to the point of beginning.

TRACT NO. 5

BEING the northerly part of a lot of land on the west side of Kentucky Avenue, south of High Street conveyed to Mrs. R. A. Gibbons by deed of Elsie Hughson and husband dated October 7, 1902; the half of said lot hereby conveyed fronts 37-1/2 feet on Kentucky Avenue and extends back between parallel lines 130 feet, and is bounded on the south by the other half of the lot conveyed to Mrs. Gibbons by the Hughsons.

TRACT NO. 6

All that tract or parcel of land located in the City of Lexington, Fayette County, Kentucky, and being more fully described as follows, to-wit:

Beginning on the western line of Kentucky Avenue at a point 150 feet south of the Northern line of Maxwell Street, if extended to Kentucky Avenue; running thence Westwardly parallel with the Northern line of Maxwell Street, if extended, 130 feet, more or less, to Beard's line; thence Southwardly with the Eastern line of Beard's property 37-1/2 feet to the property of Laura C. Arnspiger, et al; thence Eastwardly with the Northern line of Laura C. Arnspiger's lot 130 feet to the Western line of Kentucky Avenue; thence Northwardly with the Western line of Kentucky Avenue 37-1/2 feet to the place of beginning and being known and designated as 209 Kentucky Avenue.

#### TRACT NO. 7

All that tract or parcel of land in the City of Lexington, County of Fayette and State of Kentucky, described as follows: All that lot of land and improvements thereon located on the south side of East High Street at the junction of High and Maxwell Streets, being Lot No. 7 in the O. P. Alford's Subdivision to the City of Lexington, Kentucky, and more particularly described as follows: Beginning at a point thirty (30) feet from the middle of High Street in Houlihan's (now or formerly) line in the line of Lot No. 6 in said subdivision and running thence along High Street ninety-nine (99) feet to a point in the line of Lot No. 8 in said subdivision; thence with the line of Lot No. 8 in a southwesterly direction two hundred forty (240) feet to a point in the line of Lot No. 17; thence with the line of Lots Nos. 17 and 16 in a northwesterly direction seventy (70) feet to the corner of Lot No. 6; thence along the line of Lot No. 6 in a northerly direction two hundred fifty-five (255) feet to the point of beginning.

Being a portion of the same property acquired by Woodland Christian Church, Inc., a Kentucky non-profit corporation, by that certain Deed, dated March 30, 2001, of record in Deed Book 2199, Page 15, in the Office of the Clerk of Fayette County, Kentucky.

#### TRACT NO. 8

Beginning in the East line of Kentucky Avenue, at the southwest end of the Woodland Christian Church property, which distance is about two hundred ninety-three (293) feet from the southeast corner of High and Kentucky Avenue; thence in a northerly direction along the east line of Kentucky Avenue fifty (50) feet; thence back from Kentucky Avenue, in an easterly direction and along the south line of the property owned by the Woodland Christian Church and of equal width with the front, a distance of about ninety (90) feet to the property of Mrs. Charles Gilman, formerly the property of Mrs. Burrier, formerly the property of Annie Maurer, being fifty (50) feet off of the rear end of the property conveyed to Charles Bowyer, P. K. Farra and R. L. Jones, trustees of the Woodland Christian Church, by R. W. O'Neal and his wife, by Deed dated June 12, 1908, the improvements on said property being known and described as 224 Kentucky Avenue, Lexington, Kentucky, and recorded in Deed Book 154, Page 143, in the Office of the Clerk of Fayette County, Kentucky.

Being the same property acquired by A. B. Vimont, Chris Hamman, A. J. Rogers, Terry Regan, Joe M. Kemper and Wilson Cox, Trustees of the Woodland Christian Church, their successors and assigns, by that certain Deed, dated May 31, 1972, of record in Deed Book 1050, Page 588 and by that certain Deed, dated May 1, 1972, of record in Deed Book 1050, Page 592, both in the Office

of the Clerk of Fayette County, Kentucky.

Together with 12 foot access and utility easement as reserved in Deed Book 2838, Page 607 of the Clerk's Records of Fayette County, Kentucky.

And, all those tracts or parcels of land being located along the southeasterly and northwesterly sides of Kentucky Avenue, as it intersects with Maxwell Street and High Street in Lexington, Fayette County, Kentucky, and said tracts being more particularly described by retracement survey, to wit;

### 530 EAST HIGH STREET

Beginning at an iron pin found at the intersection of the southeasterly right-of-way of Kentucky Avenue and the southwesterly right-of-way of High Street, said pin being the northerly corner of the Woodland Christian Church, Inc. (Deed Book 2199, Page 15), said parcel of land known as 530 East High Street, and being further designated as parcel# 94018100 by the Fayette county Property Valuation Administrator (**PVA**), and having geographic grid coordinates of Northing:195103.90 and Easting:1507578.07; thence leaving the southeasterly right-of-way of Kentucky Avenue and running along the southwesterly right-of-way of East High Street for two calls, S 41° 33' 16" E 118.91 feet to a MAG Nail with shiner stamped "CDP #3539", and S 21° 07' 49" E 99.56 feet to an iron pin found with plastic cap stamped "PLS 3550", said pin being a common corner of Woodland Christian Church and Bower Properties 552, LLC (Deed Book 3399, Page 709); thence leaving the southwesterly right-of-way of East High Street and running with the common line of Woodland Christian Church and Bower Properties, and continuing with the line of two separate Kaufman Family, LLC properties (Deed Book 1864, Page 137; Deed Book 1865, Page 144), S 60° 53' 58" W 233.74 feet to an iron pin and cap set (iron pins set this survey are 5/8" rebar, 18-inches in length with an orange plastic cap stamped "CDP Engineers PLS #3539 Green"; thence continuing with a new common line of Woodland Christian Church and Kaufman Family, and continuing with the line of Patel Realty, LLLP, N 37° 08' 17" W 162.27 feet to an iron pin found at the common corner of Woodland Christian Church and Patel, said pin being in the southeasterly right-of-way of Kentucky Avenue, aforesaid; thence running along the southwesterly right-of-way of Kentucky Avenue, N 48° 26' 28" E 250.48 feet to the point of beginning and containing 1.089 acres (47,422 s.f.).

### 205 KENTUCKY AVENUE

Beginning at an iron pin set at the intersection of the northwesterly right-of-way of Kentucky Avenue and the southwesterly right-of-way of Maxwell Street, said pin being the easterly corner of the another Woodland Christian Church, Inc. property, aforesaid, said parcel of land known as 205 Kentucky Avenue, and being further designated as parcel# 94018170 by the PVA, and having geographic grid coordinates of Northing:195141.69 and Easting:1507547.09; thence leaving the line of Maxwell Street and running along the northwesterly right-of-way of Kentucky Avenue, S 48° 39' 45" W 211.94 feet to an iron pin set, said pin being the front common corner of Woodland Christian Church and RCCG 223 KY Avenue LLC (Deed Book 3561 Page 601); thence leaving the right-of-way of Kentucky Avenue and running with their common line, N 40° 42' 38" W 131.15 feet to an iron pin set at their rear common corner, said pin being in the line of Keaton and Rachel

Smith (Deed Book 3232, Page 415); thence leaving the line of RCCG 223 KY, and running with the common line of Woodland Christian Church and Smith, and continuing with the line of Haibo Tang (Deed Book 3212, Page 581), and Burton Properties, LLC (Deed Book 4013, Page 290), N 49° 15' 08" E 111.38 feet to an iron pin set, said pin being a common corner of Woodland Christian Church, and David and Kathy Feinberg (Deed Book 1558, Page 237); thence running with the common line of Woodland Christian Church and Feinberg for four calls, S 41° 20' 13" E 26.00 feet to an iron pin set, N 48° 39' 47" E 48.00 feet to an iron pin set, S 41° 20' 13" E 18.00 feet to an iron pin set, and N 48° 39' 47" E 52.00 feet to an iron pin set in the southwesterly right-of-way of Maxwell Street, aforesaid; thence running along the southwesterly right-of-way of Maxwell Street, S 40° 45' 03" E 86.00 feet to the point of beginning containing 0.552 acre (24,062 s.f.).

The bearings and grid coordinates cited herein are referenced to the Kentucky State Plane Coordinate System, North Zone, in US Survey Feet.

Being the same property conveyed to Woodland Christian Church, Inc., a Kentucky non-profit corporation, by that certain Deed, dated March 30, 2001, of record in Deed Book 2199, Page 15, and that certain deed of record in Deed Book 4109, page 72, as subsequently leased to Woodland CC LLC, as evidenced by Memorandum of Ground Lease recorded December 18, 2024 in Deed Book 4109, page 272, all of the Clerk's Records of Fayette County, Kentucky.

4924-5132-7564, v. 1

THIS INSTRUMENT PREPARED BY:

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Brittany Griffin Smith, Esq.  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
859-258-3500

**RETURN TO:**

*Division of Grants and Special Programs  
Lexington-Fayette Urban County Government  
200 East Main Street, 6<sup>th</sup> Floor  
Lexington, KY 40507*

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF GRANTS AND SPECIAL PROGRAMS  
RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS**

**THIS RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS** is made this \_\_\_\_\_ day of June, by and between **WOODLAND CC LLC**, a Kentucky limited liability company, whose principal address is 1390 Olivia Lane, Ste. 100, Lexington, KY 40511 ("Declarant"); **WOODLAND CHRISTIAN CHURCH, INC.**, a Kentucky nonprofit corporation, whose address is 530 East High Street, Lexington, Kentucky 40502 ("Owner"); and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("Government").

**W I T N E S S E T H:**

**WHEREAS**, Declarant was awarded **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** ("AHF Funds") in funding under the Government's Affordable Housing Fund Program under a Loan Agreement ("Agreement") dated December 18, 2024, for the development of thirty eight (38) units, known as The Flats at Woodland Apartments at 530 East High Street, Lexington, Kentucky 40502 ("Property"), which is described in **Exhibit A**, attached to this Release;

**WHEREAS**, Declarant and Government executed a Declaration of Restrictive Covenants ("Declaration") on December 18, 2024, recorded in Deed Book 4110, Page 205-215, in the Office of the Fayette County Clerk, providing for rental of the units to low- and very-low income households at maximum rents established by the U.S. Department of Housing and Urban Development for an affordability period of thirty (30) years;

**NOW, THEREFORE**, the Government hereby releases Declarant, the Declarant's heirs and assigns, and all future owners of the Property from the conditions, restrictions and reservations



## EXHIBIT A

### **530 East High Street, Lexington, Kentucky 40502**

#### TRACT NO. 1

All that tract or parcel of land beginning at a point at the corner of Kentucky Avenue and High Street and running thence in a southerly direction along the line of said Kentucky Avenue a distance of two hundred and ninety-three (293) feet, thence in an easterly direction a distance of ninety-one (91) feet, corner to lot now owned by Annie W. Maurer, running thence along the line of said Maurer a distance of two hundred and sixty-one (261) feet to the line of High Street, thence in a westerly direction and along the line of High Street one hundred and twenty-five (125) feet to the point of beginning.

There is excepted from the foregoing property however all of that real property conveyed by the Trustees of the Woodland Christian Church, by deeds dated June 17, 1912, and October, 1912, and of record in Deed Book 166, Page 637, and Deed Book 168, Page 447, respectively, in the Fayette County Clerk's Office.

#### TRACT NO. 2

All that tract or parcel of land situated on the Southwest corner of Oldham Avenue and East High Street in the City of Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

Beginning at a point where the West property line of Oldham Avenue intersects the South line of East High Street, said point being eight (8) feet Southerly from the face of the curb of East High Street; thence in a Southerly direction with said Oldham Avenue 117.85 feet to the line of A. E. Paritz; thence at right angles and in a westerly direction with Paritz's line 90 feet, more or less, to the line of Leona G. Prather; thence in a Northerly direction with Prather's line One Hundred Forty (140) feet, more or less, to a point eight (8) feet from the face of the curb of East High Street; thence in an Easterly direction with East High Street, 52 feet to the beginning and being a part of Lots 1 and 2 of the Chautauqua Woods Addition to the City of Lexington, of record in Plat Cabinet E, Slides 78-79 (formerly Plat Book 1, Pages 78-79) in the Fayette County Clerk's Office.

#### TRACT NO. 3

##### Parcel No. 1

Beginning at a point in the west side of Kentucky Avenue 100 feet south of what would be the north line of Maxwell Street if extended (which has now been actually extended) and at a corner to (formerly) R. Merriman, running thence westwardly with the southern line of R. Merriman 130 feet, more or less, to Beard's line; thence southwardly and parallel with Kentucky Avenue 50 feet; thence eastwardly 130 feet, more or less, to the western line of Kentucky Avenue; thence northwardly with the western line of Kentucky Avenue 50 feet to the point of beginning.

Provided there is excepted from the foregoing description the rear portion of said lot which has heretofore been previously conveyed by deed of record in Deed Book 388, Page 106, in the Fayette County Court Clerk's Office.

Parcel No. 2

Located and being on the westerly side of Kentucky Avenue between Maxwell Street extended (which has now been actually extended) and Euclid Avenue, fronting 50 feet on said Avenue, and beginning 50 feet from the north line of Maxwell Street extended, and at the south corner of the lot formerly owned by Melissa Veal; thence southwardly along the line of Kentucky Avenue 50 feet to a stake; thence at right angles with Kentucky Avenue westwardly 130 feet, more or less, to the lot occupied by the Lexington Fire Department; thence with the line of said lot in a northwardly direction 50 feet to the line of Melissa Veal; thence eastwardly 130 feet, more or less, to the point of beginning, the improvements on said property being known as 205 Kentucky Avenue.

There is excepted from the foregoing description the rear portion of said lot which has heretofore been previously conveyed by deed of record in Deed Book 583, Page 28, in the Fayette County Court Clerk's Office.

EXCEPTING THEREFROM so much as conveyed to Stanford Realty, Inc. by that certain Deed, dated October 10, 2008, of record in Deed Book 2838, Page 607, in the Office aforesaid.

TRACT NO. 4

Beginning in the west line of Kentucky Avenue at a point One Hundred Eighty Seven and One Half (187-1/2) feet south of the northern line of Maxwell Street and corner to the property conveyed to MacGregor in the aforesaid deed dated June 7th, 1912, and of record in Deed Book 167, Page 141; running thence westwardly and parallel to the west line of Maxwell Street One Hundred Thirty (130) feet, more or less, to Beard's line; thence southwardly with the east line of said Beard Thirty Seven and One Half (37-1/2) feet to the line of Pilcher (formerly Oldham and Finn) thence eastwardly with the northern line of Pilcher One Hundred Thirty (130) feet, more or less, to the western line of Kentucky Avenue; thence northwardly with the western line of Kentucky Avenue Thirty Seven and One Half (37-1/2) feet to the point of beginning.

TRACT NO. 5

BEING the northerly part of a lot of land on the west side of Kentucky Avenue, south of High Street conveyed to Mrs. R. A. Gibbons by deed of Elsie Hughson and husband dated October 7, 1902; the half of said lot hereby conveyed fronts 37-1/2 feet on Kentucky Avenue and extends back between parallel lines 130 feet, and is bounded on the south by the other half of the lot conveyed to Mrs. Gibbons by the Hughsons.

TRACT NO. 6

All that tract or parcel of land located in the City of Lexington, Fayette County, Kentucky, and being more fully described as follows, to-wit:

Beginning on the western line of Kentucky Avenue at a point 150 feet south of the Northern line of Maxwell Street, if extended to Kentucky Avenue; running thence Westwardly parallel with the Northern line of Maxwell Street, if extended, 130 feet, more or less, to Beard's line; thence Southwardly with the Eastern line of Beard's property 37-1/2 feet to the property of Laura C. Arnspiger, et al; thence Eastwardly with the Northern line of Laura C. Arnspiger's lot 130 feet to the Western line of Kentucky Avenue; thence Northwardly with the Western line of Kentucky Avenue 37-1/2 feet to the place of beginning and being known and designated as 209 Kentucky Avenue.

#### TRACT NO. 7

All that tract or parcel of land in the City of Lexington, County of Fayette and State of Kentucky, described as follows: All that lot of land and improvements thereon located on the south side of East High Street at the junction of High and Maxwell Streets, being Lot No. 7 in the O. P. Alford's Subdivision to the City of Lexington, Kentucky, and more particularly described as follows: Beginning at a point thirty (30) feet from the middle of High Street in Houlihan's (now or formerly) line in the line of Lot No. 6 in said subdivision and running thence along High Street ninety-nine (99) feet to a point in the line of Lot No. 8 in said subdivision; thence with the line of Lot No. 8 in a southwesterly direction two hundred forty (240) feet to a point in the line of Lot No. 17; thence with the line of Lots Nos. 17 and 16 in a northwesterly direction seventy (70) feet to the corner of Lot No. 6; thence along the line of Lot No. 6 in a northerly direction two hundred fifty-five (255) feet to the point of beginning.

Being a portion of the same property acquired by Woodland Christian Church, Inc., a Kentucky non-profit corporation, by that certain Deed, dated March 30, 2001, of record in Deed Book 2199, Page 15, in the Office of the Clerk of Fayette County, Kentucky.

#### TRACT NO. 8

Beginning in the East line of Kentucky Avenue, at the southwest end of the Woodland Christian Church property, which distance is about two hundred ninety-three (293) feet from the southeast corner of High and Kentucky Avenue; thence in a northerly direction along the east line of Kentucky Avenue fifty (50) feet; thence back from Kentucky Avenue, in an easterly direction and along the south line of the property owned by the Woodland Christian Church and of equal width with the front, a distance of about ninety (90) feet to the property of Mrs. Charles Gilman, formerly the property of Mrs. Burrier, formerly the property of Annie Maurer, being fifty (50) feet off of the rear end of the property conveyed to Charles Bowyer, P. K. Farra and R. L. Jones, trustees of the Woodland Christian Church, by R. W. O'Neal and his wife, by Deed dated June 12, 1908, the improvements on said property being known and described as 224 Kentucky Avenue, Lexington, Kentucky, and recorded in Deed Book 154, Page 143, in the Office of the Clerk of Fayette County, Kentucky.

Being the same property acquired by A. B. Vimont, Chris Hamman, A. J. Rogers, Terry Regan, Joe M. Kemper and Wilson Cox, Trustees of the Woodland Christian Church, their successors and assigns, by that certain Deed, dated May 31, 1972, of record in Deed Book 1050, Page 588 and by

that certain Deed, dated May 1, 1972, of record in Deed Book 1050, Page 592, both in the Office of the Clerk of Fayette County, Kentucky.

Together with 12 foot access and utility easement as reserved in Deed Book 2838, Page 607 of the Clerk's Records of Fayette County, Kentucky.

And, all those tracts or parcels of land being located along the southeasterly and northwesterly sides of Kentucky Avenue, as it intersects with Maxwell Street and High Street in Lexington, Fayette County, Kentucky, and said tracts being more particularly described by retracement survey, to wit;

### 530 EAST HIGH STREET

Beginning at an iron pin found at the intersection of the southeasterly right-of-way of Kentucky Avenue and the southwesterly right-of-way of High Street, said pin being the northerly corner of the Woodland Christian Church, Inc. (Deed Book 2199, Page 15), said parcel of land known as 530 East High Street, and being further designated as parcel# 94018100 by the Fayette county Property Valuation Administrator (PVA), and having geographic grid coordinates of Northing:195103.90 and Easting:1507578.07; thence leaving the southeasterly right-of-way of Kentucky Avenue and running along the southwesterly right-of-way of East High Street for two calls, S 41° 33' 16" E 118.91 feet to a MAG Nail with shiner stamped "CDP #3539", and S 21° 07' 49" E 99.56 feet to an iron pin found with plastic cap stamped "PLS 3550", said pin being a common corner of Woodland Christian Church and Bower Properties 552, LLC (Deed Book 3399, Page 709); thence leaving the southwesterly right-of-way of East High Street and running with the common line of Woodland Christian Church and Bower Properties, and continuing with the line of two separate Kaufman Family, LLC properties (Deed Book 1864, Page 137; Deed Book 1865, Page 144), S 60° 53' 58" W 233.74 feet to an iron pin and cap set (iron pins set this survey are 5/8" rebar, 18-inches in length with an orange plastic cap stamped "CDP Engineers PLS #3539 Green"; thence continuing with a new common line of Woodland Christian Church and Kaufman Family, and continuing with the line of Patel Realty, LLLP, N 37° 08' 17" W 162.27 feet to an iron pin found at the common corner of Woodland Christian Church and Patel, said pin being in the southeasterly right-of-way of Kentucky Avenue, aforesaid; thence running along the southwesterly right-of-way of Kentucky Avenue, N 48° 26' 28" E 250.48 feet to the point of beginning and containing 1.089 acres (47,422 s.f.).

### 205 KENTUCKY AVENUE

Beginning at an iron pin set at the intersection of the northwesterly right-of-way of Kentucky Avenue and the southwesterly right-of-way of Maxwell Street, said pin being the easterly corner of the another Woodland Christian Church, Inc. property, aforesaid, said parcel of land known as 205 Kentucky Avenue, and being further designated as parcel# 94018170 by the PVA, and having geographic grid coordinates of Northing:195141.69 and Easting:1507547.09; thence leaving the line of Maxwell Street and running along the northwesterly right-of-way of Kentucky Avenue, S 48° 39' 45" W 211.94 feet to an iron pin set, said pin being the front common corner of Woodland Christian Church and RCCG 223 KY Avenue LLC (Deed Book 3561 Page 601); thence leaving the right-of-way of Kentucky Avenue and running with their common line, N 40° 42' 38" W 131.15

feet to an iron pin set at their rear common corner, said pin being in the line of Keaton and Rachel Smith (Deed Book 3232, Page 415); thence leaving the line of RCCG 223 KY, and running with the common line of Woodland Christian Church and Smith, and continuing with the line of Haibo Tang (Deed Book 3212, Page 581), and Burton Properties, LLC (Deed Book 4013, Page 290), N 49° 15' 08" E 111.38 feet to an iron pin set, said pin being a common corner of Woodland Christian Church, and David and Kathy Feinberg (Deed Book 1558, Page 237); thence running with the common line of Woodland Christian Church and Feinberg for four calls, S 41° 20' 13" E 26.00 feet to an iron pin set, N 48° 39' 47" E 48.00 feet to an iron pin set, S 41° 20' 13" E 18.00 feet to an iron pin set, and N 48° 39' 47" E 52.00 feet to an iron pin set in the southwesterly right-of-way of Maxwell Street, aforesaid; thence running along the southwesterly right-of-way of Maxwell Street, S 40° 45' 03" E 86.00 feet to the point of beginning containing 0.552 acre (24,062 s.f.).

The bearings and grid coordinates cited herein are referenced to the Kentucky State Plane Coordinate System, North Zone, in US Survey Feet.

Being the same property conveyed to Woodland Christian Church, Inc., a Kentucky non-profit corporation, by that certain Deed, dated March 30, 2001, of record in Deed Book 2199, Page 15, and that certain deed of record in Deed Book 4109, page 72, as subsequently leased to Woodland CC LLC, as evidenced by Memorandum of Ground Lease recorded December 18, 2024 in Deed Book 4109, page 272, all of the Clerk's Records of Fayette County, Kentucky.

4920-7842-7724, v. 1

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH WOODLAND CC LLC, RELATED TO AN AWARD OF HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS, TO COMPLY WITH FEDERAL GRANT REQUIREMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER AMENDMENTS WITH WOODLAND CC LLC RELATED TO THIS AWARD.

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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 Amendment to the Agreement, which is attached hereto and incorporated herein by reference, with Woodland CC LLC, related to an award of HOME Investment Partnerships Program funds, to comply with federal grant requirements.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any other amendments with Woodland CC LLC related to this award.

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

0659-25:BGS:4911-1816-9425, v. 1

RESOLUTION NO. 350 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH WOODLAND CC LLC, RELATED TO AN AWARD OF HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS, TO COMPLY WITH FEDERAL GRANT REQUIREMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER AMENDMENTS WITH WOODLAND CC LLC RELATED TO THIS AWARD.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment to the Agreement, which is attached hereto and incorporated herein by reference, with Woodland CC LLC, related to an award of HOME Investment Partnerships Program funds, to comply with federal grant requirements.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any other amendments with Woodland CC LLC related to this award.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:  
*[Signature]*  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0659-25:BGS:4911-1816-9425, v. 1

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF GRANTS AND SPECIAL PROGRAMS  
FIRST AMENDMENT TO THE HOME LOAN AGREEMENT**

**THIS FIRST AMENDMENT TO THE HOME LOAN AGREEMENT** (“Agreement”), dated and entered into this the 22 day of ~~June~~<sup>July</sup>, 2025, is by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as “Government” or “LFUCG”), through its Division of Grants and Special Programs, and **WOODLAND CC LLC**, a Kentucky limited liability company, whose principal address is 1390 Olivia Lane, Ste. 100, Lexington, KY 40511 (herein “Borrower”).

**WITNESSETH:**

**WHEREAS**, Government, in accordance with the regulations codified at 24 CFR 92.102 – 92.106 for the HOME Investment Partnerships Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (“HUD”) and is the recipient of federal funding from the HOME Investment Partnerships Program;

**WHEREAS**, the Government has been awarded federal funds from HUD’s HOME Investment Partnerships Program (CFDA # 14.239) under Federal Award Number M24-MC-21-0201 awarded September 10, 2024;

**WHEREAS**, Government’s approved 2024 Annual Action Plans provide **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** to Borrower (**Woodland CC LLC, with Unique Entity Identifier LKDBVDAKY2X5**) (“Loan”) in funding from the HOME Investment Partnerships Program for the development of rental housing for low-income HOME-eligible persons and/or households in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92.205-92.206;

**WHEREAS**, the Borrower entered into that certain Loan Agreement (“Agreement”) dated December 18, 2024 (attached hereto and incorporated herein as **Exhibit A**), whereby the parties agreed to the Loan to rehabilitate an existing structure and construct additional units for a multi-family residential project located at 530 East High Street, Lexington, Fayette County, Kentucky 40502 under the name of The Flats at Woodland Apartments;

**WHEREAS**, to comply with regulations regarding the HOME units and utility allowances;  
and

**WHEREAS**, LFUCG and Borrower desire to memorialize a modification to the Agreement, (attached hereto and incorporated herein as **Exhibit A**, to reflect the new understanding between the parties as set forth in the First Amendment below.

**NOW, THEREFORE**, the parties agree to the following modifications to the Agreement:

1. **Section 1.01 of the Agreement shall be amended as follows:** The Government hereby agrees to loan to Borrower the maximum sum of **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** (hereinafter “Loan”). This Loan shall be in the form of a deferred Loan for the term of thirty (30) years from the date of this Loan Agreement. The deferred Loan shall be at zero percent (0%) interest for the thirty (30) year period and shall be repayable in full at the end of the thirty (30) year period. Funds shall be used for the rehabilitation of thirty eight (38) residential units of multi-family housing located at 530 East High Street, Lexington, Fayette County, Kentucky 40502 (“Project”). The number of HOME funded units is three (3).
  
2. **Section 1.04 of the Agreement shall be amended as follows:** All sums borrowed hereunder shall be used solely and exclusively for the Project that is further described as the construction of residential rental property located at 530 East High Street, Lexington, Fayette County, Kentucky 40502, for rent to low-income persons and/or households or for other eligible costs as set forth in 24 CFR 92.206. Borrower acknowledges that *three (3) units in the Project shall be administered as HOME-assisted units*, and that the per-unit subsidy shall not exceed the maximum per-unit subsidy amount established under Section 234 Condominium Housing Limits for elevator-type projects that apply to the area in which the units are located. The three (3) HOME-assisted units shall be floating. At a minimum, the following types of units will be HOME assisted:

Unit Type	# of Unit s	High HOM E	Low HOM E
0 BR			
1 BR			3
2 BR			
3 BR			
4 BR			
TOTAL			3

3. **SECTION 1.08 of the Agreement shall be amended as follows:** For a period of thirty (30) years from the date on which development of the Project is completed, established as the date the HUD’s Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, one hundred percent (100%) of the HOME-assisted (three (3) units) shall be rented to low-income and very low-income households. None of the HOME-assisted units are required to be rented to very low-income households. Low-income households are those households with adjusted gross incomes at or below sixty percent (60%) of the median income for the community. Very low-income households are those households with adjusted gross incomes at or below fifty percent (50%) of the median income for the community. During this same thirty (30) year period, three (3) or more HOME-assisted units shall be rented to very low, or low, income households except as otherwise set out herein in Section 1.11. Borrower shall use the Section 8 Program definition of annual gross income (24 CFR 5.609).

4. **Section 1.09 of the Agreement shall be amended as follows:** For a period of thirty (30) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Borrower shall charge the LOW HOME in HOME-assisted units as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government if tenant is required to pay separately for utilities. The Utility Allowance approved by the Government is the Lexington-Fayette Urban County Housing Authority's Section 8 Existing Housing Allowance for Tenant Furnished Utilities and Other Services. The Utility Allowance must be approved by the Government prior to Lease-Up and annually thereafter during the period of affordability. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Borrower to adjust the rent charged, Borrower must obtain the approval of the Government prior to adjusting rents and provide tenants with no less than thirty (30) days' written notice before adjustments are implemented.

5. **Section 1.12 of the Agreement shall be amended as follows:**

**ANNUAL REVIEW.**

- (a) The Borrower shall, on an annual basis, during a period of thirty (30) years from the date on which development is completed, review the income, family size and exclusions of all tenants in HOME-assisted units and determine if any are over-income. Development is deemed to be completed on the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report. An over-income tenant is a household with an adjusted gross income exceeding eighty percent (80%) of the median income for the community. Borrower shall not evict over-income tenants based on income. Borrower shall increase the rent of the HOME-assisted unit to thirty percent (30%) of the household's adjusted gross income. HOME-assisted units vacated by an over-income tenant must be rented to an income-eligible tenant during the thirty (30) year period, except tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. HOME-assisted units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants. The Government will examine at least two (2) months of source documents evidencing annual income (*e.g.*, wage statement, interest statement, unemployment compensation statement) for the family as specified in 24 CFR §92.203, in accordance with 24 CFR §92.504(c)(3)(iii) and 24 CFR §92.253(d)
- (b) Should the adjusted gross income of a very low-income tenant renting a unit at the LOW HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy and during the thirty (30) year period from the date on which development of the Project is completed, the Borrower

shall set the rent for such tenant at the LOW HOME rate for the duration of the tenancy. The Project is deemed to be completed on the date the initial tenant surveys are verified. Borrower shall not evict such a tenant on the basis of the increase of the adjusted gross income. The next vacancy shall be rented to a very low-income tenant whose income is at or below fifty percent (50%) of the area median income at a rent no higher than the established LOW HOME rent.

6. In the event of a conflict between the terms of this First Amendment and the terms of the Agreement, this First Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

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

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGES TO FOLLOW**





**EXHIBIT A**

**December 18, 2024 Loan Agreement**

4931-2332-2190, v. 1



**WHEREAS**, the Owner is the owner of certain real property known and designated as **530 East High Street, Lexington, Fayette County, Kentucky 40502** and more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference ("Site"); and

**WHEREAS**, the Government, through its HOME Program, works to increase the supply of affordable, standard residential rental units to low and very low income households by providing loans to property owners; and

**WHEREAS**, said Government, through its HOME Program, has loaned funds in the amount of **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** to Declarant for the construction of a thirty eight (38) unit apartment complex for low-income households;

**WHEREAS**, Declarant and Owner have agreed that three (3) units are HOME-assisted and that only these three (3) units are subject to the herein described affordability restrictions;

**WHEREAS**, said Government program is being conducted pursuant to the HOME Investment Partnerships Program of the United States Department of Housing and Urban Development ("HUD") which requires, as a condition of receipt of funds thereunder, that Restrictive Covenants, running with the land in conformance with the eligibility and affordability provisions of the program, be declared and filed of record as to each property developed with program funds; and

**WHEREAS**, the Declarant has borrowed the sum of **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** pursuant to the Government's HOME Program and HUD's HOME Investment Partnerships Program for the construction of thirty eight (38) affordable rental units on the herein described Site, and in consideration of such loan, Owner intends to establish covenants, conditions and restrictions running with the land to comply with the requirements of the HOME program;

**WHEREAS**, the Government holds a leasehold mortgage lien interest in the site and is required by HUD regulations relating to the HOME Investment Partnerships Program to require the establishment of covenants, conditions and restrictions running with the land and to enforce such covenants, conditions and restrictions;

**NOW, THEREFORE**, the Owner, for its assigns, subsequent purchasers, lessees and successors in interest hereby declares that the Site is and shall be held transferred, sold, conveyed and occupied, subject to the conditions, restrictions and reservations hereinafter set out, which are hereby established and declared to be covenants running with the land:

**1. RESTRICTED USES:**

(a) The site shall be maintained solely as residential property. Owner and its assigns, subsequent purchasers, lessees and successors in interest agree that the three (3) HOME-assisted units shall be rented to low income and very low households. Low income households are those households with gross incomes at or below sixty percent (60%) of the median income for the community. Very low income households are those households with adjusted gross incomes at or

below fifty percent (50%) of the median income for the community. During the duration of these covenants, there is no minimum of the number of the HOME-assisted units that shall be rented to very low income households except as provided elsewhere herein.

(b) Owner and its assigns, subsequent purchasers, lessees and successors in interest shall charge rents no higher than low HOME and high HOME rents as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government if tenant is required to pay separately for utilities. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Owner and its assigns, subsequent purchasers, lessees and successors in interest to adjust the rent charged, Owner and its assigns, subsequent purchasers, lessees and successors in interest must obtain the prior approval of the Government and provide tenants with no less than thirty (30) days' written notice before adjustments are implemented.

(c) The family size and the gross income for all tenants must be determined at the time of initial occupancy and annually for the duration of these covenants. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall obtain and verify income and family size information from each tenant upon initial rent up and annually during the duration of these covenants. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall provide information on family size, gross income and rent charged for all tenants to the Government within sixty (60) days after the initial rent up and the annual review date. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall obtain any necessary releases from tenant to allow Government to independently verify the information provided.

(d) The Owner and its assigns, subsequent purchasers, lessees and successors in interest shall, on an annual basis, for the duration of these covenants, review the income, family size and exclusions of all tenants and determine if any are over-income. An over-income tenant is a household with a gross income exceeding eighty percent (80%) of the median for the community. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall not evict over-income tenants based on income. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall increase the rent of the site to not less than thirty percent (30%) of the households adjusted gross income, except tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. Units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants.

(e) Should the adjusted gross income of a very low income tenant renting a unit at the low HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy and for the duration of these covenants, the Owner and its assigns, subsequent purchasers, lessees and successors in interest may increase the rent for such tenant up to the high HOME rate for the duration of the tenancy. Owner and its assigns, subsequent purchasers, lessees and successors in interest shall not evict such a tenant on the basis of the increase of the adjusted gross income. The next vacancy shall be rented to a very low income tenant whose income is at or below fifty percent

(50%) of the area median income at a rent no higher than the established low HOME rent.

(f) No sale of the site shall be completed without giving notice to the Government in writing at least ten (10) days prior to the closing.

2. **DURATION.** The covenants and restrictions herein established shall be a covenant running with the land and shall be effective from the date of project completion, **November 1, 2026**, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report showing that ten (10) units assisted by this loan have been rented to low-income and very low-income households, for a period of **thirty (30) years** and shall be binding upon the Owner, its assigns, subsequent purchasers, lessees and successors in interest and all parties and persons claiming under them during the term hereof.

It is intended and agreed that the Government and its successors and assigns and the United States of America shall be deemed a beneficiary of the covenant provided, both for and in their or its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefits such agreements or covenants have been provided. Said covenant shall run in favor of the Government and the United States for the duration of these covenants. The Government and the United States shall have the right, in the event of any breach of any such covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, or to collect the full amount of any disbursement made to Owner, to which it or any other beneficiaries of such agreement or covenant may be entitled.

3. **PURCHASER AT FORECLOSURE.** During the term hereof, should any mortgage or deed of trust be foreclosed on the Site, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions and covenants set forth in this instrument. In the event of foreclosure by, acceptance of deed-in-lieu of foreclosure by, or assignment by any Superior Mortgage(s) to the U.S. Department of Housing and Urban Development (HUD), all restrictions relating to affordable housing programs provided for in this Deed and Declaration of Restrictive Covenants or provided for in any other document related to this transaction shall automatically and permanently terminate and shall have no further force to or effect on subsequent owners or purchasers of the property.

4. **FUTURE DEEDS.** Owner, its assigns, subsequent purchasers, lessees and successors in interest agree that all of the covenants, conditions and restrictions contained in this deed shall be inserted in full in all future deeds related to the Site during the term hereof.

5. **SEVERABILITY OF PROVISIONS.** Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions which shall remain in effect.

**IN WITNESS WHEREOF**, Owner, Declarant, and Government have executed this Declaration of Restrictive Covenants effective as of the day and year first above written.





**EXHIBIT A****530 East High Street, Lexington, Kentucky 40502****TRACT NO. 1**

All that tract or parcel of land beginning at a point at the corner of Kentucky Avenue and High Street and running thence in a southerly direction along the line of said Kentucky Avenue a distance of two hundred and ninety-three (293) feet, thence in an easterly direction a distance of ninety-one (91) feet, corner to lot now owned by Annie W. Maurer, running thence along the line of said Maurer a distance of two hundred and sixty-one (261) feet to the line of High Street, thence in a westerly direction and along the line of High Street one hundred and twenty-five (125) feet to the point of beginning.

There is excepted from the foregoing property however all of that real property conveyed by the Trustees of the Woodland Christian Church, by deeds dated June 17, 1912, and October, 1912, and of record in Deed Book 166, Page 637, and Deed Book 168, Page 447, respectively, in the Fayette County Clerk's Office.

**TRACT NO. 2**

All that tract or parcel of land situated on the Southwest corner of Oldham Avenue and East High Street in the City of Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

Beginning at a point where the West property line of Oldham Avenue intersects the South line of East High Street, said point being eight (8) feet Southerly from the face of the curb of East High Street; thence in a Southerly direction with said Oldham Avenue 117.85 feet to the line of A. E. Paritz; thence at right angles and in a westerly direction with Paritz's line 90 feet, more or less, to the line of Leona G. Prather; thence in a Northerly direction with Prather's line One Hundred Forty (140) feet, more or less, to a point eight (8) feet from the face of the curb of East High Street; thence in an Easterly direction with East High Street, 52 feet to the beginning and being a part of Lots 1 and 2 of the Chautauqua Woods Addition to the City of Lexington, of record in Plat Cabinet E, Slides 78-79 (formerly Plat Book 1, Pages 78-79) in the Fayette County Clerk's Office.

**TRACT NO. 3****Parcel No. 1**

Beginning at a point in the west side of Kentucky Avenue 100 feet south of what would be the north line of Maxwell Street if extended (which has now been actually extended) and at a corner to (formerly) R. Merriman, running thence westwardly with the southern line of R. Merriman 130 feet, more or less, to Beard's line; thence southwardly and parallel with Kentucky Avenue 50 feet; thence eastwardly 130 feet, more or less, to the western line of Kentucky Avenue; thence northwardly with the western line of Kentucky Avenue 50 feet to the point of beginning.

Provided there is excepted from the foregoing description the rear portion of said lot which has heretofore been previously conveyed by deed of record in Deed Book 388, Page 106, in the Fayette County Court Clerk's Office.

Parcel No. 2

Located and being on the westerly side of Kentucky Avenue between Maxwell Street extended (which has now been actually extended) and Euclid Avenue, fronting 50 feet on said Avenue, and beginning 50 feet from the north line of Maxwell Street extended, and at the south corner of the lot formerly owned by Melissa Veal; thence southwardly along the line of Kentucky Avenue 50 feet to a stake; thence at right angles with Kentucky Avenue westwardly 130 feet, more or less, to the lot occupied by the Lexington Fire Department; thence with the line of said lot in a northwardly direction 50 feet to the line of Melissa Veal; thence eastwardly 130 feet, more or less, to the point of beginning, the improvements on said property being known as 205 Kentucky Avenue.

There is excepted from the foregoing description the rear portion of said lot which has heretofore been previously conveyed by deed of record in Deed Book 583, Page 28, in the Fayette County Court Clerk's Office.

EXCEPTING THEREFROM so much as conveyed to Stanford Realty, Inc. by that certain Deed, dated October 10, 2008, of record in Deed Book 2838, Page 607, in the Office aforesaid.

TRACT NO. 4

Beginning in the west line of Kentucky Avenue at a point One Hundred Eighty Seven and One Half (187-1/2) feet south of the northern line of Maxwell Street and corner to the property conveyed to MacGregor in the aforesaid deed dated June 7th, 1912, and of record in Deed Book 167, Page 141; running thence westwardly and parallel to the west line of Maxwell Street One Hundred Thirty (130) feet, more or less, to Beard's line; thence southwardly with the east line of said Beard Thirty Seven and One Half (37-1/2) feet to the line of Pilcher (formerly Oldham and Finn) thence eastwardly with the northern line of Pilcher One Hundred Thirty (130) feet, more or less, to the western line of Kentucky Avenue; thence northwardly with the western line of Kentucky Avenue Thirty Seven and One Half (37-1/2) feet to the point of beginning.

TRACT NO. 5

BEING the northerly part of a lot of land on the west side of Kentucky Avenue, south of High Street conveyed to Mrs. R. A. Gibbons by deed of Elsie Hughson and husband dated October 7, 1902; the half of said lot hereby conveyed fronts 37-1/2 feet on Kentucky Avenue and extends back between parallel lines 130 feet, and is bounded on the south by the other half of the lot conveyed to Mrs. Gibbons by the Hughsons.

TRACT NO. 6

All that tract or parcel of land located in the City of Lexington, Fayette County, Kentucky, and

being more fully described as follows, to-wit:

Beginning on the western line of Kentucky Avenue at a point 150 feet south of the Northern line of Maxwell Street, if extended to Kentucky Avenue; running thence Westwardly parallel with the Northern line of Maxwell Street, if extended, 130 feet, more or less, to Beard's line; thence Southwardly with the Eastern line of Beard's property 37-1/2 feet to the property of Laura C. Arnspiger, et al; thence Eastwardly with the Northern line of Laura C. Arnspiger's lot 130 feet to the Western line of Kentucky Avenue; thence Northwardly with the Western line of Kentucky Avenue 37-1/2 feet to the place of beginning and being known and designated as 209 Kentucky Avenue.

#### TRACT NO. 7

All that tract or parcel of land in the City of Lexington, County of Fayette and State of Kentucky, described as follows: All that lot of land and improvements thereon located on the south side of East High Street at the junction of High and Maxwell Streets, being Lot No. 7 in the O. P. Alford's Subdivision to the City of Lexington, Kentucky, and more particularly described as follows: Beginning at a point thirty (30) feet from the middle of High Street in Houlihan's (now or formerly) line in the line of Lot No. 6 in said subdivision and running thence along High Street ninety-nine (99) feet to a point in the line of Lot No. 8 in said subdivision; thence with the line of Lot No. 8 in a southwesterly direction two hundred forty (240) feet to a point in the line of Lot No. 17; thence with the line of Lots Nos. 17 and 16 in a northwesterly direction seventy (70) feet to the corner of Lot No. 6; thence along the line of Lot No. 6 in a northerly direction two hundred fifty-five (255) feet to the point of beginning.

Being a portion of the same property acquired by Woodland Christian Church, Inc., a Kentucky non-profit corporation, by that certain Deed, dated March 30, 2001, of record in Deed Book 2199, Page 15, in the Office of the Clerk of Fayette County, Kentucky.

#### TRACT NO. 8

Beginning in the East line of Kentucky Avenue, at the southwest end of the Woodland Christian Church property, which distance is about two hundred ninety-three (293) feet from the southeast corner of High and Kentucky Avenue; thence in a northerly direction along the east line of Kentucky Avenue fifty (50) feet; thence back from Kentucky Avenue, in an easterly direction and along the south line of the property owned by the Woodland Christian Church and of equal width with the front, a distance of about ninety (90) feet to the property of Mrs. Charles Gilman, formerly the property of Mrs. Burrier, formerly the property of Annie Maurer, being fifty (50) feet off of the rear end of the property conveyed to Charles Bowyer, P. K. Farra and R. L. Jones, trustees of the Woodland Christian Church, by R. W. O'Neal and his wife, by Deed dated June 12, 1908, the improvements on said property being known and described as 224 Kentucky Avenue, Lexington, Kentucky, and recorded in Deed Book 154, Page 143, in the Office of the Clerk of Fayette County, Kentucky.

Being the same property acquired by A. B. Vimont, Chris Hamman, A. J. Rogers, Terry Regan, Joe M. Kemper and Wilson Cox, Trustees of the Woodland Christian Church, their successors

and assigns, by that certain Deed, dated May 31, 1972, of record in Deed Book 1050, Page 588 and by that certain Deed, dated May 1, 1972, of record in Deed Book 1050, Page 592, both in the Office of the Clerk of Fayette County, Kentucky.

Together with 12 foot access and utility easement as reserved in Deed Book 2838, Page 607 of the Clerk's Records of Fayette County, Kentucky.

And, all those tracts or parcels of land being located along the southeasterly and northwesterly sides of Kentucky Avenue, as it intersects with Maxwell Street and High Street in Lexington, Fayette County, Kentucky, and said tracts being more particularly described by retracement survey, to wit;

### 530 EAST HIGH STREET

Beginning at an iron pin found at the intersection of the southeasterly right-of-way of Kentucky Avenue and the southwesterly right-of-way of High Street, said pin being the northerly corner of the Woodland Christian Church, Inc. (Deed Book 2199, Page 15), said parcel of land known as 530 East High Street, and being further designated as parcel# 94018100 by the Fayette county Property Valuation Administrator (PVA), and having geographic grid coordinates of Northing:195103.90 and Easting:1507578.07; thence leaving the southeasterly right-of-way of Kentucky Avenue and running along the southwesterly right-of-way of East High Street for two calls, S 41° 33' 16" E 118.91 feet to a MAG Nail with shiner stamped "CDP #3539", and S 21° 07' 49" E 99.56 feet to an iron pin found with plastic cap stamped "PLS 3550", said pin being a common corner of Woodland Christian Church and Bower Properties 552, LLC (Deed Book 3399, Page 709); thence leaving the southwesterly right-of-way of East High Street and running with the common line of Woodland Christian Church and Bower Properties, and continuing with the line of two separate Kaufman Family, LLC properties (Deed Book 1864, Page 137; Deed Book 1865, Page 144), S 60° 53' 58" W 233.74 feet to an iron pin and cap set (iron pins set this survey are 5/8" rebar, 18-inches in length with an orange plastic cap stamped "CDP Engineers PLS #3539 Green"; thence continuing with a new common line of Woodland Christian Church and Kaufman Family, and continuing with the line of Patel Realty, LLLP, N 37° 08' 17" W 162.27 feet to an iron pin found at the common corner of Woodland Christian Church and Patel, said pin being in the southeasterly right-of-way of Kentucky Avenue, aforesaid; thence running along the southwesterly right-of-way of Kentucky Avenue, N 48° 26' 28" E 250.48 feet to the point of beginning and containing 1.089 acres (47,422 s.f.).

### 205 KENTUCKY AVENUE

Beginning at an iron pin set at the intersection of the northwesterly right-of-way of Kentucky Avenue and the southwesterly right-of-way of Maxwell Street, said pin being the easterly corner of the another Woodland Christian Church, Inc. property, aforesaid, said parcel of land known as 205 Kentucky Avenue, and being further designated as parcel# 94018170 by the PVA, and having geographic grid coordinates of Northing:195141.69 and Easting:1507547.09; thence leaving the line of Maxwell Street and running along the northwesterly right-of-way of Kentucky Avenue, S 48° 39' 45" W 211.94 feet to an iron pin set, said pin being the front common corner of Woodland Christian Church and RCCG 223 KY Avenue LLC (Deed Book 3561 Page 601);

thence leaving the right-of-way of Kentucky Avenue and running with their common line, N 40° 42' 38"W 131.15 feet to an iron pin set at their rear common corner, said pin being in the line of Keaton and Rachel Smith (Deed Book 3232, Page 415); thence leaving the line of RCCG 223 KY, and running with the common line of Woodland Christian Church and Smith, and continuing with the line of Haibo Tang (Deed Book 3212, Page 581), and Burton Properties, LLC (Deed Book 4013, Page 290), N 49° 15' 08" E 111.38 feet to an iron pin set, said pin being a common corner of Woodland Christian Church, and David and Kathy Feinberg (Deed Book 1558, Page 237); thence running with the common line of Woodland Christian Church and Feinberg for four calls, S 41° 20' 13" E 26.00 feet to an iron pin set, N 48° 39' 47" E 48.00 feet to an iron pin set, S 41° 20' 13" E 18.00 feet to an iron pin set, and N 48° 39' 47" E 52.00 feet to an iron pin set in the southwesterly right-of-way of Maxwell Street, aforesaid; thence running along the southwesterly right-of-way of Maxwell Street, S 40° 45' 03" E 86.00 feet to the point of beginning containing 0.552 acre (24,062 s.f.).

The bearings and grid coordinates cited herein are referenced to the Kentucky State Plane Coordinate System, North Zone, in US Survey Feet.

Being the same property conveyed to Woodland Christian Church, Inc., a Kentucky non-profit corporation, by that certain Deed, dated March 30, 2001, of record in Deed Book 2199, Page 15, and that certain deed of record in Deed Book 4109, page 72, as subsequently leased to Woodland CC LLC, as evidenced by Memorandum of Ground Lease recorded December 18, 2024 in Deed Book 4109, page 272, all of the Clerk's Records of Fayette County, Kentucky.

4924-5132-7564, v. 1

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
Brittany Griffin Smith, Esq.  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
859-258-3500

**RETURN TO:**

*Division of Grants and Special Programs  
Lexington-Fayette Urban County Government  
200 East Main Street, 6<sup>th</sup> Floor  
Lexington, KY 40507*

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF GRANTS AND SPECIAL PROGRAMS  
RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS**

**THIS RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS** is made this \_\_\_\_\_ day of June, by and between **WOODLAND CC LLC**, a Kentucky limited liability company, whose principal address is 1390 Olivia Lane, Ste. 100, Lexington, KY 40511 ("Declarant"); **WOODLAND CHRISTIAN CHURCH, INC.**, a Kentucky nonprofit corporation, whose address is 530 East High Street, Lexington, Kentucky 40502 ("Owner"); and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("Government").

**W I T N E S S E T H:**

**WHEREAS**, Declarant was awarded **SIX HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$600,000.00)** ("AHF Funds") in funding under the Government's Affordable Housing Fund Program under a Loan Agreement ("Agreement") dated December 18, 2024, for the development of thirty eight (38) units, known as The Flats at Woodland Apartments at 530 East High Street, Lexington, Kentucky 40502 ("Property"), which is described in **Exhibit A**, attached to this Release;

**WHEREAS**, Declarant and Government executed a Declaration of Restrictive Covenants ("Declaration") on December 18, 2024, recorded in Deed Book 4110, Page 205-215, in the Office of the Fayette County Clerk, providing for rental of the units to low- and very-low income households at maximum rents established by the U.S. Department of Housing and Urban Development for an affordability period of thirty (30) years;

**NOW, THEREFORE**, the Government hereby releases Declarant, the Declarant's heirs and assigns, and all future owners of the Property from the conditions, restrictions and reservations



EXHIBIT A**530 East High Street, Lexington, Kentucky 40502**TRACT NO. 1

All that tract or parcel of land beginning at a point at the corner of Kentucky Avenue and High Street and running thence in a southerly direction along the line of said Kentucky Avenue a distance of two hundred and ninety-three (293) feet, thence in an easterly direction a distance of ninety-one (91) feet, corner to lot now owned by Annie W. Maurer, running thence along the line of said Maurer a distance of two hundred and sixty-one (261) feet to the line of High Street, thence in a westerly direction and along the line of High Street one hundred and twenty-five (125) feet to the point of beginning.

There is excepted from the foregoing property however all of that real property conveyed by the Trustees of the Woodland Christian Church, by deeds dated June 17, 1912, and October, 1912, and of record in Deed Book 166, Page 637, and Deed Book 168, Page 447, respectively, in the Fayette County Clerk's Office.

TRACT NO. 2

All that tract or parcel of land situated on the Southwest corner of Oldham Avenue and East High Street in the City of Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

Beginning at a point where the West property line of Oldham Avenue intersects the South line of East High Street, said point being eight (8) feet Southerly from the face of the curb of East High Street; thence in a Southerly direction with said Oldham Avenue 117.85 feet to the line of A. E. Paritz; thence at right angles and in a westerly direction with Paritz's line 90 feet, more or less, to the line of Leona G. Prather; thence in a Northerly direction with Prather's line One Hundred Forty (140) feet, more or less, to a point eight (8) feet from the face of the curb of East High Street; thence in an Easterly direction with East High Street, 52 feet to the beginning and being a part of Lots 1 and 2 of the Chautauqua Woods Addition to the City of Lexington, of record in Plat Cabinet E, Slides 78-79 (formerly Plat Book 1, Pages 78-79) in the Fayette County Clerk's Office.

TRACT NO. 3Parcel No. 1

Beginning at a point in the west side of Kentucky Avenue 100 feet south of what would be the north line of Maxwell Street if extended (which has now been actually extended) and at a corner to (formerly) R. Merriman, running thence westwardly with the southern line of R. Merriman 130 feet, more or less, to Beard's line; thence southwardly and parallel with Kentucky Avenue 50 feet; thence eastwardly 130 feet, more or less, to the western line of Kentucky Avenue; thence northwardly with the western line of Kentucky Avenue 50 feet to the point of beginning.

Provided there is excepted from the foregoing description the rear portion of said lot which has heretofore been previously conveyed by deed of record in Deed Book 388, Page 106, in the Fayette County Court Clerk's Office.

Parcel No. 2

Located and being on the westerly side of Kentucky Avenue between Maxwell Street extended (which has now been actually extended) and Euclid Avenue, fronting 50 feet on said Avenue, and beginning 50 feet from the north line of Maxwell Street extended, and at the south corner of the lot formerly owned by Melissa Veal; thence southwardly along the line of Kentucky Avenue 50 feet to a stake; thence at right angles with Kentucky Avenue westwardly 130 feet, more or less, to the lot occupied by the Lexington Fire Department; thence with the line of said lot in a northwardly direction 50 feet to the line of Melissa Veal; thence eastwardly 130 feet, more or less, to the point of beginning, the improvements on said property being known as 205 Kentucky Avenue.

There is excepted from the foregoing description the rear portion of said lot which has heretofore been previously conveyed by deed of record in Deed Book 583, Page 28, in the Fayette County Court Clerk's Office.

EXCEPTING THEREFROM so much as conveyed to Stanford Realty, Inc. by that certain Deed, dated October 10, 2008, of record in Deed Book 2838, Page 607, in the Office aforesaid.

TRACT NO. 4

Beginning in the west line of Kentucky Avenue at a point One Hundred Eighty Seven and One Half (187-1/2) feet south of the northern line of Maxwell Street and corner to the property conveyed to MacGregor in the aforesaid deed dated June 7th, 1912, and of record in Deed Book 167, Page 141; running thence westwardly and parallel to the west line of Maxwell Street One Hundred Thirty (130) feet, more or less, to Beard's line; thence southwardly with the east line of said Beard Thirty Seven and One Half (37-1/2) feet to the line of Pilcher (formerly Oldham and Finn) thence eastwardly with the northern line of Pilcher One Hundred Thirty (130) feet, more or less, to the western line of Kentucky Avenue; thence northwardly with the western line of Kentucky Avenue Thirty Seven and One Half (37-1/2) feet to the point of beginning.

TRACT NO. 5

BEING the northerly part of a lot of land on the west side of Kentucky Avenue, south of High Street conveyed to Mrs. R. A. Gibbons by deed of Elsie Hughson and husband dated October 7, 1902; the half of said lot hereby conveyed fronts 37-1/2 feet on Kentucky Avenue and extends back between parallel lines 130 feet, and is bounded on the south by the other half of the lot conveyed to Mrs. Gibbons by the Hughsons.

TRACT NO. 6

All that tract or parcel of land located in the City of Lexington, Fayette County, Kentucky, and being more fully described as follows, to-wit:

Beginning on the western line of Kentucky Avenue at a point 150 feet south of the Northern line of Maxwell Street, if extended to Kentucky Avenue; running thence Westwardly parallel with the Northern line of Maxwell Street, if extended, 130 feet, more or less, to Beard's line; thence Southwardly with the Eastern line of Beard's property 37-1/2 feet to the property of Laura C. Arnsperger, et al; thence Eastwardly with the Northern line of Laura C. Arnsperger's lot 130 feet to the Western line of Kentucky Avenue; thence Northwardly with the Western line of Kentucky Avenue 37-1/2 feet to the place of beginning and being known and designated as 209 Kentucky Avenue.

#### TRACT NO. 7

All that tract or parcel of land in the City of Lexington, County of Fayette and State of Kentucky, described as follows: All that lot of land and improvements thereon located on the south side of East High Street at the junction of High and Maxwell Streets, being Lot No. 7 in the O. P. Alford's Subdivision to the City of Lexington, Kentucky, and more particularly described as follows: Beginning at a point thirty (30) feet from the middle of High Street in Houlihan's (now or formerly) line in the line of Lot No. 6 in said subdivision and running thence along High Street ninety-nine (99) feet to a point in the line of Lot No. 8 in said subdivision; thence with the line of Lot No. 8 in a southwesterly direction two hundred forty (240) feet to a point in the line of Lot No. 17; thence with the line of Lots Nos. 17 and 16 in a northwesterly direction seventy (70) feet to the corner of Lot No. 6; thence along the line of Lot No. 6 in a northerly direction two hundred fifty-five (255) feet to the point of beginning.

Being a portion of the same property acquired by Woodland Christian Church, Inc., a Kentucky non-profit corporation, by that certain Deed, dated March 30, 2001, of record in Deed Book 2199, Page 15, in the Office of the Clerk of Fayette County, Kentucky.

#### TRACT NO. 8

Beginning in the East line of Kentucky Avenue, at the southwest end of the Woodland Christian Church property, which distance is about two hundred ninety-three (293) feet from the southeast corner of High and Kentucky Avenue; thence in a northerly direction along the east line of Kentucky Avenue fifty (50) feet; thence back from Kentucky Avenue, in an easterly direction and along the south line of the property owned by the Woodland Christian Church and of equal width with the front, a distance of about ninety (90) feet to the property of Mrs. Charles Gilman, formerly the property of Mrs. Burrier, formerly the property of Annie Maurer, being fifty (50) feet off of the rear end of the property conveyed to Charles Bowyer, P. K. Farra and R. L. Jones, trustees of the Woodland Christian Church, by R. W. O'Neal and his wife, by Deed dated June 12, 1908, the improvements on said property being known and described as 224 Kentucky Avenue, Lexington, Kentucky, and recorded in Deed Book 154, Page 143, in the Office of the Clerk of Fayette County, Kentucky.

Being the same property acquired by A. B. Vimont, Chris Hamman, A. J. Rogers, Terry Regan, Joe M. Kemper and Wilson Cox, Trustees of the Woodland Christian Church, their successors and assigns, by that certain Deed, dated May 31, 1972, of record in Deed Book 1050, Page 588 and by

that certain Deed, dated May 1, 1972, of record in Deed Book 1050, Page 592, both in the Office of the Clerk of Fayette County, Kentucky.

Together with 12 foot access and utility easement as reserved in Deed Book 2838, Page 607 of the Clerk's Records of Fayette County, Kentucky.

And, all those tracts or parcels of land being located along the southeasterly and northwesterly sides of Kentucky Avenue, as it intersects with Maxwell Street and High Street in Lexington, Fayette County, Kentucky, and said tracts being more particularly described by retracement survey, to wit;

### 530 EAST HIGH STREET

Beginning at an iron pin found at the intersection of the southeasterly right-of-way of Kentucky Avenue and the southwesterly right-of-way of High Street, said pin being the northerly corner of the Woodland Christian Church, Inc. (Deed Book 2199, Page 15), said parcel of land known as 530 East High Street, and being further designated as parcel# 94018100 by the Fayette county Property Valuation Administrator (PVA), and having geographic grid coordinates of Northing:195103.90 and Easting:1507578.07; thence leaving the southeasterly right-of-way of Kentucky Avenue and running along the southwesterly right-of-way of East High Street for two calls, S 41° 33' 16" E 118.91 feet to a MAG Nail with shiner stamped "CDP #3539", and S 21° 07' 49" E 99.56 feet to an iron pin found with plastic cap stamped "PLS 3550", said pin being a common corner of Woodland Christian Church and Bower Properties 552, LLC (Deed Book 3399, Page 709); thence leaving the southwesterly right-of-way of East High Street and running with the common line of Woodland Christian Church and Bower Properties, and continuing with the line of two separate Kaufman Family, LLC properties (Deed Book 1864, Page 137; Deed Book 1865, Page 144), S 60° 53' 58" W 233.74 feet to an iron pin and cap set (iron pins set this survey are 5/8" rebar, 18-inches in length with an orange plastic cap stamped "CDP Engineers PLS #3539 Green"; thence continuing with a new common line of Woodland Christian Church and Kaufman Family, and continuing with the line of Patel Realty, LLLP, N 37° 08' 17" W 162.27 feet to an iron pin found at the common corner of Woodland Christian Church and Patel, said pin being in the southeasterly right-of-way of Kentucky Avenue, aforesaid; thence running along the southwesterly right-of-way of Kentucky Avenue, N 48° 26' 28" E 250.48 feet to the point of beginning and containing 1.089 acres (47,422 s.f.).

### 205 KENTUCKY AVENUE

Beginning at an iron pin set at the intersection of the northwesterly right-of-way of Kentucky Avenue and the southwesterly right-of-way of Maxwell Street, said pin being the easterly corner of the another Woodland Christian Church, Inc. property, aforesaid, said parcel of land known as 205 Kentucky Avenue, and being further designated as parcel# 94018170 by the PVA, and having geographic grid coordinates of Northing:195141.69 and Easting:1507547.09; thence leaving the line of Maxwell Street and running along the northwesterly right-of-way of Kentucky Avenue, S 48° 39' 45" W 211.94 feet to an iron pin set, said pin being the front common corner of Woodland Christian Church and RCCG 223 KY Avenue LLC (Deed Book 3561 Page 601); thence leaving the right-of-way of Kentucky Avenue and running with their common line, N 40° 42' 38" W 131.15

feet to an iron pin set at their rear common corner, said pin being in the line of Keaton and Rachel Smith (Deed Book 3232, Page 415); thence leaving the line of RCCG 223 KY, and running with the common line of Woodland Christian Church and Smith, and continuing with the line of Haibo Tang (Deed Book 3212, Page 581), and Burton Properties, LLC (Deed Book 4013, Page 290), N 49° 15' 08" E 111.38 feet to an iron pin set, said pin being a common corner of Woodland Christian Church, and David and Kathy Feinberg (Deed Book 1558, Page 237); thence running with the common line of Woodland Christian Church and Feinberg for four calls, S 41° 20' 13" E 26.00 feet to an iron pin set, N 48° 39' 47" E 48.00 feet to an iron pin set, S 41° 20' 13" E 18.00 feet to an iron pin set, and N 48° 39' 47" E 52.00 feet to an iron pin set in the southwesterly right-of-way of Maxwell Street, aforesaid; thence running along the southwesterly right-of-way of Maxwell Street, S 40° 45' 03" E 86.00 feet to the point of beginning containing 0.552 acre (24,062 s.f.).

The bearings and grid coordinates cited herein are referenced to the Kentucky State Plane Coordinate System, North Zone, in US Survey Feet.

Being the same property conveyed to Woodland Christian Church, Inc., a Kentucky non-profit corporation, by that certain Deed, dated March 30, 2001, of record in Deed Book 2199, Page 15, and that certain deed of record in Deed Book 4109, page 72, as subsequently leased to Woodland CC LLC, as evidenced by Memorandum of Ground Lease recorded December 18, 2024 in Deed Book 4109, page 272, all of the Clerk's Records of Fayette County, Kentucky.

4920-7842-7724, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0660-25**

**File ID:** 0660-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/23/2025

**File Name:** Frontline sole source FY26

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing the div. of E911 to purchase Daily Observation Reports and Training Tracker Software from Frontline Public Safety Solutions Quality Assurance, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Frontline Public Safety Solutions Quality Assurance, related to the procurement at a cost not to exceed \$9,800. [Div. of Enhanced 911, Patton]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Memo\_Frontline sole source FY26, Frontline sole source & vendor letter\_FY26, 660-25 frontline 4927-7345-3649 v.1.docx, R-351-2025

**Enactment Number:** R-351-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Jennifer Cottle

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0660-25

#### Title

A Resolution authorizing the div. of E911 to purchase Daily Observation Reports and Training Tracker Software from Frontline Public Safety Solutions Quality Assurance, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to

execute any necessary Agreement with Frontline Public Safety Solutions Quality Assurance, related to the procurement at a cost not to exceed \$9,800. [Div. of Enhanced 911, Patton]

**Summary**

Authorization to approve annual sole source designation for the continued use of Frontline Public Safety Solutions Quality Assurance, Daily Observation Reports and Training Tracker software to meet CALEA and NENA standards for 911 PSAP's for the period July 1, 2025 to June 30, 2026. (L0660-25)(Patton/Armstrong)

Budgetary Implications [select]:

Advance Document Review:

**Law:** { Select No, Completed by []}

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

Fully Budgeted [select]: Yes

Account Number: 4204-505602-5622-76102

This Fiscal Year Impact: up to \$9,800 (FY26)

Annual Impact: up to \$9,800

Project:

Activity:

Budget Reference:

Current Balance:



TO: Major Linda Gorton  
Urban County Council Members

FROM: Jonelle Patton, Director  
Lexington Enhanced 911

DATE: June 23, 2025

SUBJECT: Sole Source Authorization – Frontline Public Safety Solutions FY26

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**Request:**

The Division of Enhanced 911 is requesting a resolution authorizing a sole source designation for continued use of Frontline Public Safety Solutions Quality Assurance Tracker and Daily Observation Reports software and the addition of their cloud-based Training Tracker program. Frontline is the only vendor that offers a unique, standalone product that meets APCO/NENA standards as well as CALEA standards for quality assurance programs for PSAP's. The term of the annual renewal period is 7/1/2025 through 6/30/2026.

**Why are you requesting?**

The Division of E911 already has the hardware and software for continued use of this service that is customizable to the specific needs of our division/PSAP.

**What are the costs in this budget year and future budget years?**

The expected cost for FY26 is between \$9,000 and \$9,800.

Note: Estimated price listed since the invoice/quote was not been distributed prior to FY26 bluesheet deadline.

**Are the funds budgeted?**

Yes, fully budgeted with E911 Funds in 4204-505602-5622-76102.

File Number: 0660 -25





## 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 Jonelle Patton Division/Dept Enhanced 911

Phone 859-280-8184 Email jpatton@lexington911.ky.gov

Type of Purchase:  Goods/Materials/Equipment  Services

Cost: up to \$9,800 (FY26)

Sole Source Request for the Purchase of: Web-based quality assurance tracking and reporting software.

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 Frontline Public Safety Solutions

Contact Name Ethan Laird, Operations Manager

Address 55 W. 2nd Street, Suite 112, Lombard IL 60148

Phone 630-613-9763 Email ethan@frontlinepss.com

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



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

Frontline provides a stand-alone software program that meets APCO/NENA and CALEA standards for quality assurance (QA) programs for PSAP's.

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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.

QA tracking and training tracking software that does not require additional equipment or software to perform quarterly assessments.

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.).**

Per attached letter from president of Frontline, no other vendor sells or distributes this program.

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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.)

This is a stand-alone service that did not require the purchase of new/additional equipment in order to utilize. This software is designed to be customizable to the needs of our division.

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

No new/additional equipment and/or software needed to be purchased in order to utilize this service.

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6/17/2025

Chuck Bowen  
Lexington Enhanced 911  
115 Cisco Rd  
Lexington KY 40504

**RE: Sole Source**

Dear Chuck,

Frontline Public Safety Solutions is the sole source provider for the Quality Assurance Tracker and DOR Tracker. This letter is to confirm that the Quality Assurance (QA) Tracker & Daily Observation Reports (DORs) software is a sole source product, designed and developed exclusively by Frontline Public Safety Solutions. Frontline Public Safety Solutions is the only authorized party to support, update, modify and distribute the software. No other resellers or distributors can sell, service or update any Frontline product.

The software is a standalone, cloud-based product that allows a streamlined solution to all aspects of the QA and training process. This includes complete customization by the user, customer ownership of the aggregate data, a built-in delivery method to the subject of the reviews, and signature accountability for receipt of that delivery. The products meet the APCO/NENA ANS1.107.1.2015 Standards for QA, as well as the APCO/NENA recommendations for DOR/Training best practices.

The software does not require the purchase of additional equipment and/or software to perform Quality Assurance Evaluations and DORs. Both functions of the software include dynamic intuitive reporting. Every piece of data entered by a user can be parsed out through multiple report options to create innumerable analytics in a multitude of formats. These reports are all available for download for easy distribution to stakeholders.

No other company sells or distributes such a program. There is no other like item available for purchase that is a standalone product, has Quality Assurance and DORs within the same platform, and gives customers the reporting necessary for true data driven decision making. Please feel free to contact me with any questions.

Sincerely,

Benjamin Laird  
President of Frontline  
[blaird@frontlinepss.com](mailto:blaird@frontlinepss.com)



RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF E911 TO PURCHASE DAILY OBSERVATION REPORTS AND TRAINING TRACKER SOFTWARE FROM FRONTLINE PUBLIC SAFETY SOLUTIONS QUALITY ASSURANCE, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH FRONTLINE PUBLIC SAFETY SOLUTIONS QUALITY ASSURANCE, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$9,800.00.

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

Section 1 – That the Division of E 911 is authorized to purchase Daily Observations Reports and Training Tracker software from Frontline Public Safety Solutions Quality Assurance, 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 Frontline Public Safety Solutions Quality Assurance, related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$9,800.00, be and hereby is approved for payment to Frontline Public Safety Solutions Quality Assurance, from account #4204-505602-76102.

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

660-25:MRS: 4927-7345-3649, v. 1

RESOLUTION NO. 351 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF E911 TO PURCHASE DAILY OBSERVATION REPORTS AND TRAINING TRACKER SOFTWARE FROM FRONTLINE PUBLIC SAFETY SOLUTIONS QUALITY ASSURANCE, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH FRONTLINE PUBLIC SAFETY SOLUTIONS QUALITY ASSURANCE, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$9,800.00.

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

Section 1 – That the Division of E 911 is authorized to purchase Daily Observations Reports and Training Tracker software from Frontline Public Safety Solutions Quality Assurance, 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 Frontline Public Safety Solutions Quality Assurance, related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$9,800.00, be and hereby is approved for payment to Frontline Public Safety Solutions Quality Assurance, from account #4204-505602-76102.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

660-25:MRS: 4927-7345-3649, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0661-25**

**File ID:** 0661-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 198-2025

**In Control:** Urban County Council

**File Created:** 06/23/2025

**File Name:** Request Council authorization to execute an agreement and accept a federal award in the amount of \$193,403 from Kentucky Division of Emergency Management funding under the Hazard Mitigation Grant Program (HMGP) DR-4595-0028 for the development of the LFUC

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a federal award in the amount of \$193,403 from Ky. Div. of Emergency Management funding under the Hazard Mitigation Grant Program (HMGP) DR-4595-0028 for the development of the LFUCG Multi-Hazard Mitigation Plan, the acceptance of which obligates the Urban County Government to the expenditure of \$21,490 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Emergency Management, Larkin]

**Notes:** CILOO SAF in the CCO. REturned to Celia Moore 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25 - Blue Sheet Memo HMGP Award, DR-4595-0028, LFUCG, Contract, w Award + SOW, For 2nd Party Execution, FY2026 Budget Amendment - HMGP\_PLAN\_2025, 661-25 hazard grant 4905-0898-6705 v.1.docx, R-352-2025, 198-2025 - 352-2025 - CONTRACT - 2025 - CLK - Contracts - 7-8-2025

**Enactment Number:** R-352-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Ersula Killens

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
2	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		

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2	Urban County Council	07/01/2025	Suspended Rules for Second Reading	Pass
2	Urban County Council	07/01/2025	Approved	Pass

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**Text of Legislative File 0661-25**

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a federal award in the amount of \$193,403 from Ky. Div. of Emergency Management funding under the Hazard Mitigation Grant Program (HMGP) DR-4595-0028 for the development of the LFUCG Multi-Hazard Mitigation Plan, the acceptance of which obligates the Urban County Government to the expenditure of \$21,490 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Emergency Management, Larkin]

**Summary**

Authorization to execute an Agreement and accept a federal award in the amount of \$193,403 from Kentucky Division of Emergency Management funding under the Hazard Mitigation Grant Program (HMGP) DR-4595-0028 for the development of the LFUCG Multi-Hazard Mitigation Plan. The acceptance obligates a local match of \$21,490.

(L0661-25)(Larkin/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, 6/23/2025

**Risk Management:** N/A

Fully Budgeted: FY26 Budget amendment is in process.

Account Number: 3200-505204-5291-71299

This Fiscal Year Impact: \$ 214,893.00

Annual Impact: \$0

Project: HMGP\_PLAN\_2025

Activity: FED\_GRANT

Budget Reference: 2025

Current Balance:



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

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

**DATE: JUNE 20, 2025**

**SUBJECT: Hazard Mitigation Grant Program (HMGP) Award for Multi-Hazard  
Mitigation Plan (MHMP) Update**

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**Request:** Council authorization to execute an agreement and accept a federal award in the amount of \$193,403 from Kentucky Division of Emergency Management funding under the Hazard Mitigation Grant Program (HMGP) DR-4595-0028 for the development of the LFUCG Multi-Hazard Mitigation Plan. The acceptance obligates the Urban County Government an expenditure of \$21,490 in local match.

**Purpose of Request:** The Division of Emergency Management has been approved to be reimbursed in federal funds in the amount of \$193,403 from the Kentucky Division of Emergency Management under the Hazard Mitigation Grant Program to update LFUCG's multi-hazard mitigation plan. This project is to re-evaluate the risk and impacts to the community and to update the plan as identified by this review in order to have an approved revised plan in place by the expiration date of the current plan. Federal funds will be used to support a contract with a consultant to manage the planning process.

**What is the cost in this budget year and future budget years?** Cost in Fiscal Year 2026 is \$214,893. A total of \$193,403 in federal funds and \$21,490 in local match. Funding for future budget years is dependent upon availability of grant funding.

**Are funds budgeted:** FY26 Budget amendment is in process. Local match in 1101-505204-5291-78201

**File Number:** 0661-25

**Director/Commissioner:** Larkin/Armstrong





**KENTUCKY EMERGENCY MANAGEMENT**

**Andy Beshear**  
Governor

Boone National Guard Center  
100 Minuteman Parkway  
Frankfort, KY 40601-6168

**Eric Gibson**  
Director

June 3, 2025

**MEMORANDUM Accompanying Execution of SC 095 2300000677**

**RE: Lexington-Fayette Urban County Government (LFUCG)  
Multi-Hazard Mitigation Plan under  
Hazard Mitigation Grant Program (HMGP) DR-4595-0028**

Under the Hazard Mitigation Grant Program (HMGP) allocated by FEMA and administered by Kentucky Division of Emergency Management (KYEM), the Lexington-Fayette Urban County Government (LFUCG) is approved to be reimbursed up to \$193,403.00 for development of its multi-hazard mitigation plan (MHMP) update, funded as a component of sub-grant HMGP DR-4595-0028.

The total project cost approved for use by LFUCG (i.e., including cost-share) is \$214,893.00.

Federal Share for LFUCG was approved at 90%:	\$193,403.00
LFUCG Share is approved at 10%:	\$ 21,490.00
(LFUCG Share is to be met with cash.)	

As specified in the DR-4595-0028 sub-application, the budget narrative (justification), approved by FEMA, states: "...[I]t is expected that LFUCG will want to procure through appropriate state and local procedures a consultant to update its multi-hazard mitigation plan. Thus, the \$193,403.00 cited for LFUCG acts as a maximum reservation...LFUCG will provide documentation of the bidding process and its results."

Consequently, the Recipient-As-Subrecipient to sub-grant HMGP DR-4595-0028 will require LFUCG execute as the second party contract SC 095 2300000677.

Of the \$19,045,986.00 Total Price/Contract Amount identified in SC 095 2300000677, LFUCG will be allowed to expend up to \$214,893.00 to procure a consultant to develop its multi-hazard mitigation plan update. At a maximum, from the \$19,045,986.00 Total Price/Contract Amount, LFUCG will be reimbursed a maximum of \$193,403.00. LFUCG will contribute, at a maximum, \$21,490.00 in cost-share.

To be reimbursed, LFUCG and its procured consultant will evidence of the following with the final deliverable. The components to be met for approval by FEMA of a multi-hazard mitigation plan and subsequent adoption by LFUCG of the multi-hazard mitigation plan are:

- **A Planning Process** that:
  - o Documents how the plan was prepared, including the schedule or timeframe and activities that made up the plan's development, as well as who was involved;
  - o Lists the jurisdictions participating in the plan and describes how they participated in the planning process;
  - o Identifies all stakeholders involved or given an opportunity to be involved in the planning process and how each stakeholder was presented with this opportunity;
  - o Documents how the public was given the opportunity to be involved in the planning process and how their feedback was included in the plan; and
  - o Documents what existing plans, studies, reports, and technical information were reviewed for the development of the plan, as well as how they were incorporated into the document.
- **A Risk Assessment** that:
  - o Describes all natural hazards that can affect the jurisdictions in the planning area and provides the rationale for the omission of any natural hazards that are commonly recognized to affect the jurisdictions in the planning area;
  - o Includes information on the location of each identified hazard;
  - o Describes the extent for each identified hazard;
  - o Includes the history of previous hazard events for each identified hazard;
  - o Includes the probability of future events for each identified hazard;
  - o Describes any hazards that are unique to and/or vary from those affecting the overall planning area (in the case of multi-jurisdictional plans)
- **A Mitigation Strategy** that:
  - o Describes the existing capabilities of each participant that are available to support the mitigation strategy and includes a discussion of the existing building codes and land-use and development ordinances or regulations;
  - o Describes each participant's ability to expand and improve the identified capabilities to achieve mitigation;
  - o Addresses each jurisdiction's participation in the National Flood Insurance Program (NFIP) and continued compliance with NFIP requirements by containing a narrative description or a table/list of their participation activities;
  - o Includes goals to reduce the risks of the hazards identified in the plan;
  - o Includes an analysis of a comprehensive range of actions/projects that each jurisdiction considered to reduce the impacts of hazards identified in the risk assessment;
  - o Includes one or more actions per jurisdiction for each of the hazards as identified within the plan's risk assessment;
  - o Describes the criteria used for prioritizing actions; and
  - o Provides the position, office, department, or agency responsible for implementing/administering the identified mitigation actions, as well as potential funding sources and expected timeframes.

- **Plan Maintenance** that:
  - o Describes how communities will continue to seek future public participation after the plan has been approved;
  - o Describes the process that will be followed to track the progress/status of the mitigation actions identified within the Mitigation Strategy, along with when this process will occur and who will be responsible for the process;
  - o Describes the process that will be followed to update the plan, along with when this process will occur and who will be responsible for the process;
  - o Describes the process the community will follow to integrate the ideas, information, and strategy of the mitigation plan into other planning mechanisms;
  - o Identifies the planning mechanisms for each plan participant into which the ideas, information, and strategy from the mitigation plan may be integrated; and
  - o Describes each participant's individual process for integrating information from the mitigation strategy into their identified planning mechanisms (for multi-jurisdictional plans)
- **A Plan Update** that:
  - o Describes the changes in development that have occurred in hazard-prone areas that have increased or decreased each community's vulnerability since the previous plan was approved;
  - o Is revised to reflect changes in priorities and progress in local mitigation efforts by:
    - Describing how it was revised due to changes in community priorities;
    - Including a status update for all mitigation actions identified in the previous mitigation plan;
    - Describing how jurisdictions integrated the mitigation plan, when appropriate, into other planning mechanisms
- **Plan Adoption** that:
  - o For single-jurisdictional plans, documents of adoption by the governing body of the jurisdiction, or
  - o For multi-jurisdictional plans, documents of adoption by the governing body of each jurisdiction

Again, note that neither the Recipient nor the Recipient-As-Subrecipient to this sub-grant will recognize a completed and fully reimbursable deliverable until FEMA approves the LFUCG mitigation plan update. Therefore, all of the abovementioned must be addressed and any revisions required either by the state or by FEMA toward meeting the abovementioned must be conducted by LFUCG and its procured consultant.

Signed by:  
Geni Jo Brawner, State Hazard Mitigation Officer, Kentucky Division of Emergency Management



Date: June 3, 2025

Signed by:  
W. Nick Grinstead, HMA Planner, University of Kentucky Hazard Mitigation Grants Program Office



Date: June 3, 2025



# Commonwealth of Kentucky

## CONTRACT MODIFICATION

**DOC ID NUMBER:**

SC 095 2300000677

Version: 2

Record Date: 09/08/2023

Document Description: FEMA DR4595 Hazard Mitigation Grant Program (HMGP)

Cited Authority: KRS39A.030  
Grant activity-Div of Emergency Mgmt

Reason for Modification: MODIFICATION #1  
July 14, 2023

Original Contract Amount - \$19,045,986.00  
Amount of Increase/Decrease - \$0.00  
New Contract Amount -\$19,045,986.00

Contract is being modified to add 'if applicable' to the following Agency Terms and Conditions - Emergency Management Pass-through Agreements (Revised June 2023):  
Lobbying and Political Activity,  
Byrd Anti-Lobbying Amendment,  
The Hatch Act; and,  
Davis-Bacon Act

No change in service dates.

**Issuer Contact:**

Name: Carol Smith  
Phone: 502-607-5709  
E-mail: carol.j.smith152.nfg@army.mil

**Vendor Name:**

Multiple Provider

702 Capitol Avenue

OMPS

Frankfort

KY 40601

**Vendor No.**

ZZMISCPROC

**Vendor Contact**

Name: No Contact

Phone: XXX-XXX-XXXX

Email:

**Effective From:** 10/15/2022

**Effective To:** 06/30/2034

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	\$0.000000	\$19,045,986.00	\$19,045,986.00

**Extended Description:**

1. FAIN #: 4595DRKYP0000005

2. FEDERAL AWARD DATE: JUNE 2, 2022

3. The Hazard Mitigation Grant Program, as appropriated to the Department of Homeland Security each Fiscal year, provides funding to States, Territories, federally-recognized tribes and local communities in their efforts to reduce the risk of future damage, loss of life and property in any area affected by a major

disaster. This program is authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, and 42 U.S.C 5170c under the guidance of 2 CFR 200. The Commonwealth acts as the Grantee for this grant program and the communities/entities are the SUB- grantee. Beginning on February 27, 2021, and continuing through March 14, 2021, the Commonwealth of Kentucky experienced some of the greatest 1-day and 3-day winter-time rainfall totals in its history, with totals ranging from just under two (2) inches in the far west to more than seven (7) inches in four (4) counties of southcentral and southeast Kentucky causing flooding, flash flooding, landslides, and mudslides. The Kentucky Emergency Management (KYEM) Hazard Mitigation Grant Program (HMGP) provides supplemental federal disaster grant assistance statewide for eligible mitigation projects as stated in 44 CFR 206.43. These funds will be reimbursed to eligible sub-grantees (state and local governments and nonprofits) in all 120 counties for eligible work completed on behalf of the approved project.

4. NAME OF FEDERAL AWARDDING AGENCY: FEMA, William F. Arwood, Chief Disaster Implementation Branch Mitigation Division OR Kelsey Goodman at 202-997-7573. Pass-through entity - Kentucky Emergency Management

5. CFDA# and Name - 97.039 Hazard Mitigation Grant Program (HMPG), amount available under award 12 month lock-in letter dated June 2, 2022.  
 \$19,045,986.00 - 75% HMPG Ceiling  
 \$2,116,221.00 - 10% Recipient \$1,058,110.00 - 5% Sub-Recipient by award  
 3% of Management Cost  
 Withholding (\$63,487.00)

Shipping Information:	Billing Information:
DMA - Division of Emergency Management 100 Minuteman Pkwy Bldg 110 Frankfort KY 40601	DMA - Division of Administrative Services 100 Minuteman Pkwy Procurement Sec Frankfort KY 40601

<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$19,045,986.00</b>
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DR-4595-0028

Recipient-As-Subrecipient

- a. Lexington-Fayette Urban County Government (LFUCG)
  - TOTAL COST: \$214,893.00
  - FEDERAL SHARE (90%): \$193,403.00
  - LFUCG SHARE (10%): \$21,490.00
  - LFUCG Share is cash.
  - See attached cover letter.

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**MODIFICATION #1**

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Contract is being modified to add 'if applicable' to the following Agency Terms and Conditions – Emergency Management Pass-through Agreements (Revised June 2023):  
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 Byrd Anti-Lobbying Amendment,  
 The Hatch Act; and,  
 Davis-Bacon Act

No change in service dates

**Memorandum of Agreement Terms and Conditions**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management (the “Commonwealth”) and DR-4595 subrecipients (the “Contractor”) to establish an agreement for implementation of elements of a federal program, Hazard Mitigation Grant Program (HMGP). The Commonwealth and Contractor may collectively be referred to as “Parties”. The initial MOA is effective from October 15, 2022, through June 30, 2034.

**Scope of Services:**

Beginning on February 27, 2021, and continuing through March 14, 2021, the Commonwealth of Kentucky experienced some of the greatest 1-day and 3-day winter-time rainfall totals in its history, with totals ranging from just under two (2) inches in the far west to more than seven (7) inches in four (4) counties of southcentral and southeast Kentucky causing flooding, flash flooding, landslides, and mudslides. The Kentucky Emergency Management (KYEM) Hazard Mitigation Grant Program (HMGP) provides supplemental federal disaster grant assistance statewide for eligible mitigation projects as stated in 44 CFR 206.434. The Commonwealth acts as the Grantee for this grant program and the communities/ entities are the SUB-grantee. These funds will be reimbursed to eligible sub-grantees (state and local governments and nonprofits) in all 120 counties for eligible work completed on behalf of the approved project.

**Pricing:**

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The total contract amount is for \$ 19,045,986.00. Payments from the contract will be made through the reimbursement process, whereby the Second Party provides backup for the expenditures and is reimbursed after review by the First Party.

The Second Party fees and expenses relative to the performance of the scope of services outlined in this Contract and in the detailed attachment(s) to this contract shall not exceed the Total Order Amount as set forth on signature page of this Contract. The subject services and functions are to be performed during the term of this contract as set forth on page 1. It is understood that this contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or electronic format to the First Party by the Second Party. The preferred method of payment will be through electronic funds transfer.

(a) The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Contract. All direct charges shall be documented to support the direct charging of the expense.

(b) Where applicable:

(i) Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

(ii) Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.

(iii) Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this contract. Expenses submitted shall be documented by original or certified copies.

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this contract. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates.

**Agency Standard Terms and Conditions –  
Emergency Management Pass-through Agreements**

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Revised June 2023

**General**

- (a) Extension and Amendment. The terms and conditions of this contract may be modified by written agreement of the Parties pursuant to KRS Chapter 45A and subject to the approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission’s Government Contracts Review Committee.
- (b) Successors and Assigns. The Parties shall not assign any right herein without the written consent of the other party. Covenants made herein shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.
- (c) Entire Contract. This document forms the entire contract between the Parties. Prior discussions and understandings concerning the scope and subject matter are superseded and incorporated into the express terms herein.
- (d) Severability. If any provision of this contract is held judicially invalid, the remainder shall continue in force and effect to the extent not inconsistent with such holding.
- (e) Breach of Contract. Breach or violation of Terms and Conditions shall be cause for termination of contract.
- (f) Waiver. Waiver of enforcement of any term or condition herein upon an event of breach shall not automatically extend to any other or future event of breach.
- (g) Change of Circumstances. The Parties shall promptly notify each other of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect their ability to carry out this contract.
- (h) Liability and Indemnity. Nothing in this contract shall be construed as an indemnification by or among the Parties for liabilities of the first or second party or any third person for property loss, damage, death, or personal injury (“Claims”) arising out of and during the performance of this Contract.
- (i) Applicable Federal Laws and Regulations. This contract is incidental to the implementation of a federal grant program and accordingly, shall be governed by and construed according to federal law to the extent it may affect the right, remedies, and obligations of the United States.

**Federal Grant Subrecipient Requirements**

To the extent not inconsistent with the express terms of this contract, 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Contracts and 2 CFR 200, Subpart E, Cost Principles, are hereby incorporated by reference herein. Consistent therewith, the Commonwealth, as a pass-through entity for federal awards, shall monitor the performance of federal grant subrecipients (the “Subrecipients”) and impose requirements upon Subrecipients in order for the Commonwealth to meet its responsibility to the federal awarding agency including without limitation, the identification of required financial and performance reports.

- (a) Audits. Subrecipients agree to comply with federally-mandated audits. The Commonwealth agrees to review required audits promptly.

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1. Pursuant to 2 CFR 200.501, Subrecipients expending more than \$750,000 in federal grant monies per fiscal year shall conduct a single or program-specific audit for that fiscal year within nine (9) months of the end thereof and shall provide the final audit report to the Commonwealth within thirty (30) days of receipt.
  2. Pursuant to 2 CFR 200.512, Contractor(s) that are a governmental entity, institution of higher learning, or other nonprofit institution, shall procure an annual audit within nine (9) months of closing of the fiscal year and shall fully comply with Federal Audit Clearinghouse audit submission requirements. The Commonwealth shall access and review audit reporting packages and data collection forms from the Federal Audit Clearinghouse as soon as practicable after the required submission. Notwithstanding the foregoing, the Commonwealth may require Contractor(s) provide it with a copy of any required audit.
- (b) **Reporting.** Subrecipients agree to comply with federally-mandated reporting.
1. Pursuant to 2 CFR 200.112, Subrecipients shall disclose to the Commonwealth in writing and within five (5) days of having knowledge of any real or potential conflict of interest that may arise during the administration of the federal award. For this paragraph, “conflict of interest” is defined by applicable federal, state, and local statutes or regulations, and Subrecipients’ policies.
  2. Pursuant to 2 CFR 200.338, Subrecipients shall disclose to the federal awarding agency and to the Commonwealth in writing and within thirty (30) days of discovering of any violation of federal criminal law concerning fraud, bribery, or gratuity violations which may affect the federal award; failure to act in strict conformity with this section may result in the imposition of any remedy authorized thereby.
- (c) **Monitoring. The Commonwealth agrees to monitor Subrecipients.**
1. **Risk Analysis—2 CFR 200.331(b) requires the Commonwealth evaluate each Subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award for purposes of determining appropriate Subrecipient monitoring, which may include consideration of such factors as:**
    - a. **The Subrecipient's prior experience with the same or similar awards;**
    - b. **The results of previous audits, including whether or not the Subrecipient receives a single audit and the extent to which the same or similar award has been audited as a major program;**
    - c. **Whether Subrecipient has new personnel or new or substantially changed systems; and**
    - d. **The extent and results of federal awarding agency monitoring (e.g., if the Subrecipient also receives federal awards directly from a federal awarding agency.)**
  2. **Monitoring Activities—2 CFR 200.331(d) requires the Commonwealth, as the pass-through entity, monitor the activities of Sub-recipients to ensure**

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performance goals are achieved and that awards are used for authorized purposes and in compliance with federal statutes, regulations, and the terms and conditions of the award. Monitoring of the Subrecipient must include:

- a. Reviewing financial and performance reports required by the First Party;
  - b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the First Party detected through audits, on-site reviews, and other means; and
  - c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the First Party as required by 2 CFR §200.521 Management decision.
3. Monitoring Tools—Depending upon Commonwealth’s assessment of risk posed by the Subrecipient, monitoring tools may be utilized to ensure accountability and compliance with program requirements and achievement of performance goals. Monitoring tools include but are not limited to:

  - a. Providing Subrecipients with training and technical assistance on program-related matters;
  - b. Performing on-site reviews of the Subrecipient's program operations;
  - c. Arranging for agreed-upon-procedures engagements as described in 2 CFR §200.425 Audit services; and
  - d. Imposition of specific award conditions.
4. Subaward Conditions—2 CFR 200.331(c) requires the Commonwealth consider imposing specific subaward conditions upon Sub-recipients as needed, consistent with 2 CFR 200.207. The Commonwealth shall consider:

  - a. Criteria set forth in 2 CFR 200.205, federal awarding agency review of risk posed by applicants;
  - b. Whether the applicant or recipient has a history of failing to comply with federal award terms and conditions;
  - c. Whether the applicant or recipient fails to meet expected performance goals as described in 2 CFR 200.210; and
  - d. Whether the applicant or recipient is not otherwise responsible.
5. Additional Conditions—The Commonwealth may impose upon Subrecipients additional federal award conditions.

  - a. Additional federal award conditions may include:
    - i. Requiring payment as reimbursement rather than advance payments;
    - ii. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
    - iii. Requiring additional, detailed financial reports;
    - iv. Requiring additional project monitoring;

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- v. Requiring the non-federal entity obtain technical or management assistance; or
    - vi. Establishing additional prior approvals.
  - b. If the Commonwealth imposes an additional federal award condition upon Sub-recipients, the Commonwealth shall notify the Subrecipient in writing as to:
    - i. The nature of the additional requirements;
    - ii. The reason why the additional requirements are being imposed;
    - iii. The nature of the action needed to remove the additional requirement, if applicable;
    - iv. The time allowed for completing the actions if applicable, and
    - v. The method for requesting reconsideration of the additional requirements imposed.
- 6. Removal of Conditions—Any specific condition imposed shall be promptly removed once the conditions prompting such condition has been corrected.
- 7. Remedies For Noncompliant Sub-recipients—2 CFR 200.331(h) requires the Commonwealth consider taking enforcement action against Subrecipients who fail to comply with federal statutes, regulations or the terms and conditions of a federal award when the Commonwealth determines that noncompliance cannot be remedied by imposing additional conditions as described above. In accordance with 2 CFR 200.338, the Commonwealth may take one or more of the following actions, as appropriate in the circumstances:
  - a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action.
  - b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  - c. Wholly or partly suspend or terminate the Federal award.
  - d. Recommend to the Federal awarding agency to initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency.
  - e. Withhold further Federal awards for the project or program.
  - f. Take other remedies that may be legally available.

**Subcontractor Agreements – Incorporation of Terms**

The Parties agree that all subcontractors performing Activities in furtherance of this contract shall be bound by the terms and conditions herein. Contractor(s) further agrees to incorporate this contract by reference in any written agreement with a subcontractor performing Activities in furtherance of this contract.

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**Lobbying and Political Activity (if applicable)**

No funds expended or reimbursed under this contract shall be used to influence, directly or indirectly, the introduction or modification of any federal or state legislation or the outcome of any federal, state or local election, referendum, or initiative.

- (a) Certification. Contractor(s) certify to the best of their knowledge and belief, that for the preceding contract period, if any, and for this current contract period:
1. No federal funds have been paid or will be paid, by or on behalf of Contractor(s) to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract;
  2. If any funds, other than federal funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative contract, Contractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying;"
  3. Contractor(s) shall require that the language of this certification be included in award documents for all sub-awards at all tiers, including subcontractors, sub-grants, and contracts under grants, loans, and cooperative contracts, and that all sub-recipients shall certify and disclose accordingly; and
  4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction under section 31, U. S. C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.
- (b) Byrd Anti-Lobbying Amendment (if applicable) 31 U.S.C. 1352 is incorporated by reference herein. Pursuant thereto, Contractor(s) that apply or bid for an award exceeding \$100,000 must file required certification. Each tier certifies to the tier above that it will not, and has not, used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant or other award. Each tier shall disclose lobbying with non-federal funds that take place in connection with obtaining a federal award. Disclosures under this paragraph shall be forwarded tier-to-tier up to the non-federal awarding agency.

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- (c) The Hatch Act (if applicable) Contractor(s) agrees to comply with 5 U.S.C. 1501 *et seq.*, the Hatch Act, and regulations promulgated thereunder including 5 CFR Part 151, limiting political activity of employees or officers of state or local governments whose employment is connected to an activity financed in whole or part with federal funds.

### Information Ownership and Management

- (a) Unless otherwise stated herein, data and information shared or acquired by the Parties in furtherance of this contract (“Data”) shall be and remain the sole property of the Commonwealth. Contractor(s) and their agents and assigns shall not use Data for any other purpose not expressly authorized herein to extent permitted by state and federal law.
- (b) Contractor(s) agrees to comply with KRS 61.931 *et seq.*, Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, (the “Act.”) To the extent Contractor(s) receives Personal Information as defined by and in accordance with the Act, in furtherance of Activities performed hereunder, Contractor(s) shall secure and protect Personal Information by, and without limitation:
1. Utilizing security and breach investigation procedures appropriate to the nature of the Personal Information disclosed, reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and
  2. Notifying the Commonwealth of a security breach relating to Personal Information in the possession of practice or subcontractors without undue delay.

### Financial Management System

Contractor(s) agrees to establish and maintain a financial management system which shall provide accurate, current, and complete disclosure of financial reporting for Activities in accordance with reporting requirements set forth in this contract including, without limitation:

- (a) Records identifying the source and application of funds which shall contain information pertaining to federal and state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures and income;
- (b) Effective control over and accountability for all funds, property, and assets to safeguard and assure that they are used solely for authorized purposes under this contract;
- (c) Procedures for determining the reasonableness of costs in accordance with the terms and conditions of this contract; and
- (d) Accounting records supported by source documentation.

### Drug-Free Work Place

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- (a) Contractor(s) agree to comply with 41 U.S.C. 701 *et seq.*, the Drug-Free Work Place Act of 1988, and maintain a drug-free workplace.
- (b) Contractor(s) covenant and agree to comply with Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget, and any amendments thereto.

**Environmental Standards**

- (a) Contractor(s) agree that Activities performed in furtherance of this contract shall comply with the Clean Air Act, the Federal Water Pollution Control Act, the Resources Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liabilities Act (CERCLA), National Environmental Policy Act (NEPA), and any other applicable federal, state, or local environmental law, regulation, or policy.
- (b) Contractor(s) shall ensure that Activities shall not occur at a facility listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR 15 without the prior written agreement of the Commonwealth. Contractor(s) shall notify the Commonwealth immediately upon receipt of any communication from the EPA relating to performance of this contract.
- (c) Contractor(s) is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR and 2 CFR 200, in the execution and administration of this contract.

**Preference for U.S. Flag Carriers**

Contractor(s) agree to comply with 46 U.S.C. 1241(b), and regulations issued thereunder to include 46 CFR 381, concerning the use of privately-owned United States flag commercial vessels.

**Debarment and Suspension**

- (a) Contractor(s) shall not make any award or permit any award, subgrant, or contract at any tier to any party debarred, suspended, or excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
- (b) The Final Rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

**Copeland "Anti-Kickback" Act**

Contractor(s) agrees to comply with 40 U.S.C. 3145, the Copeland Anti-Kickback Act, and regulations promulgated thereunder including 29 CFR 3, whereby, it shall be unlawful to induce, by force, intimidation, threat, procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

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**Contract Work Hours and Safety Standards Act**

Contractor(s) shall comply with 40 U.S.C. 3701 et seq., the Contract Work Hours and Safety Standards Act.

**Patent Rights**

The Patent Right Clause found at 37 CFR 401.12, is hereby incorporated by reference herein, which governs rights to inventions made by non-profit organizations and small business firms under government grants, contracts, and cooperative contracts.

**Davis-Bacon Act (if applicable)**

40 U.S.C. 3141 et seq. and regulations 29 CFR 5 are incorporated by reference herein. The Davis-Bacon Act requires contractors pay laborers and mechanics at prevailing wages determined by the Secretary of Labor, and to make payment at least once per week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

**Procurement**

- (a) Contractor(s) shall acquire goods and service consistent with KRS 45A and applicable federal standards and procedures including, without limitation, 2 CFR 200, 44 CFR, 49 CFR, and 32 CFR.
- (b) Contractor(s) agrees to comply with 41 U.S.C. 10, the Buy American Act, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA.)
- (c) Contractor(s) shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, to procure:
  - 1. Items designated within Environmental Protection Agency (EPA) guideline 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
  - 2. Solid waste management services in a manner that maximizes energy and resource recovery; and

Establish an affirmative procurement program for the procurement of recovered materials identified in EPA guidelines.

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**MOA/PSC Exception Standard Terms and Conditions  
Revised January 2023**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and **Whereas**, the second party, the Contractor, is available and qualified to perform such function; and **Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**1.00 Effective Date**

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**2.00 LRC Policies**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**4.00 EEO Requirements**

**This section does not apply to governmental or quasi-governmental entities.**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

**5.00 Cancellation**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

**6.00 Funding Out Provision**

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

**7.00 Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement

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will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

#### **8.00 Authorized to do Business in Kentucky**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

#### **Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

#### **9.00 Invoices for fees**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

#### **10.00 Travel expenses, if authorized**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

#### **11.00 Other expenses, if authorized herein**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

#### **12.00 Purchasing and specifications**

**This section does not apply to governmental or quasi-governmental entities.**

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

**13.00 Conflict-of-interest laws and principles**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**14.00 Campaign finance**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**15.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**16.00 Social security**

**This section does not apply to governmental or quasi-governmental entities.**

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

**17.00 Violation of tax and employment laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

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<b>2300000677</b>	<b>FEMA DR4595 Hazard Mitigation Grant Program (HMGP)</b>	

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

**18.00 Discrimination**

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law**

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

- [KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
- [KRS Chapter 139](#) (SALES AND USE TAXES)
- [KRS Chapter 141](#) (INCOME TAXES)
- [KRS Chapter 337](#) (WAGES AND HOURS)
- [KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
- [KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
- [KRS Chapter 342](#) (WORKERS' COMPENSATION)

**Boycott Provisions**

The contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

**Lobbying Prohibitions**

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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**Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**1st Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**2nd Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Other Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Approved as to form and legality:**

\_\_\_\_\_  
Attorney

Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET PERIOD	Amount	Descr
LFUCG			DETAIL_ACT	71299	505204	3200	5291		HMGP_PLAN_2025	FED_GRANT	2025		2025	214,893.00	PROFESSIONAL SERVICE-OTHER
LFUCG			REVEST	44010	505204	3200	5291		HMGP_PLAN_2025	FED_GRANT	2025		2025	-193,403.00	INTERGOVERNMENTAL-FEDERAL
LFUCG			REVEST	45911	505204	3200	5291		HMGP_PLAN_2025	FED_GRANT	2025		2025	-21,490.00	TRANSFER FROM GENERAL SERVICE

RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT A FEDERAL AWARD IN THE AMOUNT OF \$193,403.00 FROM KENTUCKY DIVISION OF EMERGENCY MANAGEMENT FUNDING UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) DR-4595-0028 FOR THE DEVELOPMENT OF THE LFUCG MULTI-HAZARD MITIGATION PLAN, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$21,490.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement and accept a federal award in the amount of \$193,403.00 from Kentucky Division of Emergency Management funding under the Hazard Mitigation Grant Program (HMGP) DR-4595-0028 for the development of the LFUCG Multi-Hazard Mitigation Plan, the acceptance of which obligates the Urban County Government to the expenditure of \$21,490.00 as a local match.

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

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL  
661-25:MRS: 4905-0898-6705, v. 1

RESOLUTION NO. 352-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT A FEDERAL AWARD IN THE AMOUNT OF \$193,403.00 FROM KENTUCKY DIVISION OF EMERGENCY MANAGEMENT FUNDING UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) DR-4595-0028 FOR THE DEVELOPMENT OF THE LFUCG MULTI-HAZARD MITIGATION PLAN, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$21,490.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement and accept a federal award in the amount of \$193,403.00 from Kentucky Division of Emergency Management funding under the Hazard Mitigation Grant Program (HMGP) DR-4595-0028 for the development of the LFUCG Multi-Hazard Mitigation Plan, the acceptance of which obligates the Urban County Government to the expenditure of \$21,490.00 as a local match.

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

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

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



# Commonwealth of Kentucky

## CONTRACT MODIFICATION

**DOC ID NUMBER:**

SC 095 2300000677

Version: 2

Record Date: 09/08/2023

Document Description: FEMA DR4595 Hazard Mitigation Grant Program (HMGP)

Cited Authority: KRS39A.030  
Grant activity-Div of Emergency Mgmt

Reason for Modification: MODIFICATION #1  
July 14, 2023

Original Contract Amount - \$19,045,986.00  
Amount of Increase/Decrease - \$0.00  
New Contract Amount -\$19,045,986.00

Contract is being modified to add 'if applicable' to the following Agency Terms and Conditions - Emergency Management Pass-through Agreements (Revised June 2023):  
Lobbying and Political Activity,  
Byrd Anti-Lobbying Amendment,  
The Hatch Act; and,  
Davis-Bacon Act

No change in service dates.

**Issuer Contact:**

Name: Carol Smith  
Phone: 502-607-5709  
E-mail: carol.j.smith152.nfg@army.mil

**Vendor Name:**

Multiple Provider  
  
702 Capitol Avenue  
OMPS  
Frankfort

**Vendor No.** ZZMISCPROC

**Vendor Contact**

Name: No Contact  
Phone: XXX-XXX-XXXX  
Email:

KY 40601

**Effective From:** 10/15/2022

**Effective To:** 06/30/2034

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	\$0.000000	\$19,045,986.00	\$19,045,986.00

**Extended Description:**

1. FAIN #: 4595DRKYP0000005

2. FEDERAL AWARD DATE: JUNE 2, 2022

3. The Hazard Mitigation Grant Program, as appropriated to the Department of Homeland Security each Fiscal year, provides funding to States, Territories, federally-recognized tribes and local communities in their efforts to reduce the risk of future damage, loss of life and property in any area affected by a major

disaster. This program is authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, and 42 U.S.C 5170c under the guidance of 2 CFR 200. The Commonwealth acts as the Grantee for this grant program and the communities/entities are the SUB- grantee. Beginning on February 27, 2021, and continuing through March 14, 2021, the Commonwealth of Kentucky experienced some of the greatest 1-day and 3-day winter-time rainfall totals in its history, with totals ranging from just under two (2) inches in the far west to more than seven (7) inches in four (4) counties of southcentral and southeast Kentucky causing flooding, flash flooding, landslides, and mudslides. The Kentucky Emergency Management (KYEM) Hazard Mitigation Grant Program (HMGP) provides supplemental federal disaster grant assistance statewide for eligible mitigation projects as stated in 44 CFR 206.43. These funds will be reimbursed to eligible sub-grantees (state and local governments and nonprofits) in all 120 counties for eligible work completed on behalf of the approved project.

4. NAME OF FEDERAL AWARDDING AGENCY: FEMA, William F. Arwood, Chief Disaster Implementation Branch Mitigation Division OR Kelsey Goodman at 202-997-7573. Pass-through entity - Kentucky Emergency Management

5. CFDA# and Name - 97.039 Hazard Mitigation Grant Program (HMPG), amount available under award 12 month lock-in letter dated June 2, 2022.  
 \$19,045,986.00 - 75% HMPG Ceiling  
 \$2,116,221.00 - 10% Recipient \$1,058,110.00 - 5% Sub-Recipient by award  
 3% of Management Cost  
 Withholding (\$63,487.00)

Shipping Information:	Billing Information:
DMA - Division of Emergency Management 100 Minuteman Pkwy Bldg 110 Frankfort KY 40601	DMA - Division of Administrative Services 100 Minuteman Pkwy Procurement Sec Frankfort KY 40601

<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$19,045,986.00</b>
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DR-4595-0028  
 Recipient-As-Subrecipient  
 a. Lexington-Fayette Urban County Government (LFUCG)  
 TOTAL COST: \$214,893.00  
 FEDERAL SHARE (90%): \$193,403.00  
 LFUCG SHARE (10%): \$21,490.00  
 LFUCG Share is cash.  
 See attached cover letter.

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**MODIFICATION #1**

July 14, 2023

Original Contract Amount - \$19,045,986.00

Amount of Increase/Decrease - \$0.00

New Contract Amount -\$19,045,986.00

Contract is being modified to add 'if applicable' to the following Agency Terms and Conditions – Emergency Management Pass-through Agreements (Revised June 2023):  
Lobbying and Political Activity,  
Byrd Anti-Lobbying Amendment,  
The Hatch Act; and,  
Davis-Bacon Act

No change in service dates

**Memorandum of Agreement Terms and Conditions**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management (the "Commonwealth") and DR-4595 subrecipients (the "Contractor") to establish an agreement for implementation of elements of a federal program, Hazard Mitigation Grant Program (HMGP). The Commonwealth and Contractor may collectively be referred to as "Parties". The initial MOA is effective from October 15, 2022, through June 30, 2034.

**Scope of Services:**

Beginning on February 27, 2021, and continuing through March 14, 2021, the Commonwealth of Kentucky experienced some of the greatest 1-day and 3-day winter-time rainfall totals in its history, with totals ranging from just under two (2) inches in the far west to more than seven (7) inches in four (4) counties of southcentral and southeast Kentucky causing flooding, flash flooding, landslides, and mudslides. The Kentucky Emergency Management (KYEM) Hazard Mitigation Grant Program (HMGP) provides supplemental federal disaster grant assistance statewide for eligible mitigation projects as stated in 44 CFR 206.434. The Commonwealth acts as the Grantee for this grant program and the communities/ entities are the SUB-grantee. These funds will be reimbursed to eligible sub-grantees (state and local governments and nonprofits) in all 120 counties for eligible work completed on behalf of the approved project.

**Pricing:**

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The total contract amount is for \$ 19,045,986.00. Payments from the contract will be made through the reimbursement process, whereby the Second Party provides backup for the expenditures and is reimbursed after review by the First Party.

The Second Party fees and expenses relative to the performance of the scope of services outlined in this Contract and in the detailed attachment(s) to this contract shall not exceed the Total Order Amount as set forth on signature page of this Contract. The subject services and functions are to be performed during the term of this contract as set forth on page 1. It is understood that this contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or electronic format to the First Party by the Second Party. The preferred method of payment will be through electronic funds transfer.

(a) The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Contract. All direct charges shall be documented to support the direct charging of the expense.

(b) Where applicable:

(i) Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

(ii) Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.

(iii) Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this contract. Expenses submitted shall be documented by original or certified copies.

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this contract. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates.

**Agency Standard Terms and Conditions –  
Emergency Management Pass-through Agreements**

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Revised June 2023

## General

- (a) Extension and Amendment. The terms and conditions of this contract may be modified by written agreement of the Parties pursuant to KRS Chapter 45A and subject to the approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee.
- (b) Successors and Assigns. The Parties shall not assign any right herein without the written consent of the other party. Covenants made herein shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.
- (c) Entire Contract. This document forms the entire contract between the Parties. Prior discussions and understandings concerning the scope and subject matter are superseded and incorporated into the express terms herein.
- (d) Severability. If any provision of this contract is held judicially invalid, the remainder shall continue in force and effect to the extent not inconsistent with such holding.
- (e) Breach of Contract. Breach or violation of Terms and Conditions shall be cause for termination of contract.
- (f) Waiver. Waiver of enforcement of any term or condition herein upon an event of breach shall not automatically extend to any other or future event of breach.
- (g) Change of Circumstances. The Parties shall promptly notify each other of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect their ability to carry out this contract.
- (h) Liability and Indemnity. Nothing in this contract shall be construed as an indemnification by or among the Parties for liabilities of the first or second party or any third person for property loss, damage, death, or personal injury ("Claims") arising out of and during the performance of this Contract.
- (i) Applicable Federal Laws and Regulations. This contract is incidental to the implementation of a federal grant program and accordingly, shall be governed by and construed according to federal law to the extent it may affect the right, remedies, and obligations of the United States.

## Federal Grant Subrecipient Requirements

To the extent not inconsistent with the express terms of this contract, 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Contracts and 2 CFR 200, Subpart E, Cost Principles, are hereby incorporated by reference herein. Consistent therewith, the Commonwealth, as a pass-through entity for federal awards, shall monitor the performance of federal grant subrecipients (the "Subrecipients") and impose requirements upon Subrecipients in order for the Commonwealth to meet its responsibility to the federal awarding agency including without limitation, the identification of required financial and performance reports.

- (a) Audits. Subrecipients agree to comply with federally-mandated audits. The Commonwealth agrees to review required audits promptly.

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1. Pursuant to 2 CFR 200.501, Subrecipients expending more than \$750,000 in federal grant monies per fiscal year shall conduct a single or program-specific audit for that fiscal year within nine (9) months of the end thereof and shall provide the final audit report to the Commonwealth within thirty (30) days of receipt.
  2. Pursuant to 2 CFR 200.512, Contractor(s) that are a governmental entity, institution of higher learning, or other nonprofit institution, shall procure an annual audit within nine (9) months of closing of the fiscal year and shall fully comply with Federal Audit Clearinghouse audit submission requirements. The Commonwealth shall access and review audit reporting packages and data collection forms from the Federal Audit Clearinghouse as soon as practicable after the required submission. Notwithstanding the foregoing, the Commonwealth may require Contractor(s) provide it with a copy of any required audit.
- (b) Reporting. Subrecipients agree to comply with federally-mandated reporting.
1. Pursuant to 2 CFR 200.112, Subrecipients shall disclose to the Commonwealth in writing and within five (5) days of having knowledge of any real or potential conflict of interest that may arise during the administration of the federal award. For this paragraph, "conflict of interest" is defined by applicable federal, state, and local statutes or regulations, and Subrecipients' policies.
  2. Pursuant to 2 CFR 200.338, Subrecipients shall disclose to the federal awarding agency and to the Commonwealth in writing and within thirty (30) days of discovering of any violation of federal criminal law concerning fraud, bribery, or gratuity violations which may affect the federal award; failure to act in strict conformity with this section may result in the imposition of any remedy authorized thereby.
- (c) Monitoring. The Commonwealth agrees to monitor Subrecipients.
1. **Risk Analysis—2 CFR 200.331(b) requires the Commonwealth evaluate each Subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award for purposes of determining appropriate Subrecipient monitoring, which may include consideration of such factors as:**
    - a. **The Subrecipient's prior experience with the same or similar awards;**
    - b. **The results of previous audits, including whether or not the Subrecipient receives a single audit and the extent to which the same or similar award has been audited as a major program;**
    - c. **Whether Subrecipient has new personnel or new or substantially changed systems; and**
    - d. **The extent and results of federal awarding agency monitoring (e.g., if the Subrecipient also receives federal awards directly from a federal awarding agency.)**
  2. **Monitoring Activities—2 CFR 200.331(d) requires the Commonwealth, as the pass-through entity, monitor the activities of Sub-recipients to ensure**

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performance goals are achieved and that awards are used for authorized purposes and in compliance with federal statutes, regulations, and the terms and conditions of the award. Monitoring of the Subrecipient must include:

- a. Reviewing financial and performance reports required by the First Party;
  - b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the First Party detected through audits, on-site reviews, and other means; and
  - c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the First Party as required by 2 CFR §200.521 Management decision.
3. Monitoring Tools—Depending upon Commonwealth’s assessment of risk posed by the Subrecipient, monitoring tools may be utilized to ensure accountability and compliance with program requirements and achievement of performance goals. Monitoring tools include but are not limited to:
- a. Providing Subrecipients with training and technical assistance on program-related matters;
  - b. Performing on-site reviews of the Subrecipient’s program operations;
  - c. Arranging for agreed-upon-procedures engagements as described in 2 CFR §200.425 Audit services; and
  - d. Imposition of specific award conditions.
4. Subaward Conditions—2 CFR 200.331(c) requires the Commonwealth consider imposing specific subaward conditions upon Sub-recipients as needed, consistent with 2 CFR 200.207. The Commonwealth shall consider:
- a. Criteria set forth in 2 CFR 200.205, federal awarding agency review of risk posed by applicants;
  - b. Whether the applicant or recipient has a history of failing to comply with federal award terms and conditions;
  - c. Whether the applicant or recipient fails to meet expected performance goals as described in 2 CFR 200.210; and
  - d. Whether the applicant or recipient is not otherwise responsible.
5. Additional Conditions—The Commonwealth may impose upon Subrecipients additional federal award conditions.
- a. Additional federal award conditions may include:
    - i. Requiring payment as reimbursement rather than advance payments;
    - ii. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
    - iii. Requiring additional, detailed financial reports;
    - iv. Requiring additional project monitoring;

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- v. Requiring the non-federal entity obtain technical or management assistance; or
    - vi. Establishing additional prior approvals.
  - b. If the Commonwealth imposes an additional federal award condition upon Sub-recipients, the Commonwealth shall notify the Subrecipient in writing as to:
    - i. The nature of the additional requirements;
    - ii. The reason why the additional requirements are being imposed;
    - iii. The nature of the action needed to remove the additional requirement, if applicable;
    - iv. The time allowed for completing the actions if applicable, and
    - v. The method for requesting reconsideration of the additional requirements imposed.
- 6. Removal of Conditions—Any specific condition imposed shall be promptly removed once the conditions prompting such condition has been corrected.
- 7. Remedies For Noncompliant Sub-recipients—2 CFR 200.331(h) requires the Commonwealth consider taking enforcement action against Subrecipients who fail to comply with federal statutes, regulations or the terms and conditions of a federal award when the Commonwealth determines that noncompliance cannot be remedied by imposing additional conditions as described above. In accordance with 2 CFR 200.338, the Commonwealth may take one or more of the following actions, as appropriate in the circumstances:
  - a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action.
  - b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  - c. Wholly or partly suspend or terminate the Federal award.
  - d. Recommend to the Federal awarding agency to initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency.
  - e. Withhold further Federal awards for the project or program.
  - f. Take other remedies that may be legally available.

**Subcontractor Agreements – Incorporation of Terms**

The Parties agree that all subcontractors performing Activities in furtherance of this contract shall be bound by the terms and conditions herein. Contractor(s) further agrees to incorporate this contract by reference in any written agreement with a subcontractor performing Activities in furtherance of this contract.

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**Lobbying and Political Activity (if applicable)**

No funds expended or reimbursed under this contract shall be used to influence, directly or indirectly, the introduction or modification of any federal or state legislation or the outcome of any federal, state or local election, referendum, or initiative.

(a) Certification. Contractor(s) certify to the best of their knowledge and belief, that for the preceding contract period, if any, and for this current contract period:

1. No federal funds have been paid or will be paid, by or on behalf of Contractor(s) to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract;
2. If any funds, other than federal funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative contract, Contractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying;"
3. Contractor(s) shall require that the language of this certification be included in award documents for all sub-awards at all tiers, including subcontractors, sub-grants, and contracts under grants, loans, and cooperative contracts, and that all sub-recipients shall certify and disclose accordingly; and
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction under section 31, U. S. C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

(b) Byrd Anti-Lobbying Amendment (if applicable) 31 U.S.C. 1352 is incorporated by reference herein. Pursuant thereto, Contractor(s) that apply or bid for an award exceeding \$100,000 must file required certification. Each tier certifies to the tier above that it will not, and has not, used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant or other award. Each tier shall disclose lobbying with non-federal funds that take place in connection with obtaining a federal award. Disclosures under this paragraph shall be forwarded tier-to-tier up to the non-federal awarding agency.

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- (c) The Hatch Act (if applicable) Contractor(s) agrees to comply with 5 U.S.C. 1501 *et seq.*, the Hatch Act, and regulations promulgated thereunder including 5 CFR Part 151, limiting political activity of employees or officers of state or local governments whose employment is connected to an activity financed in whole or part with federal funds.

**Information Ownership and Management**

- (a) Unless otherwise stated herein, data and information shared or acquired by the Parties in furtherance of this contract (“Data”) shall be and remain the sole property of the Commonwealth. Contractor(s) and their agents and assigns shall not use Data for any other purpose not expressly authorized herein to extent permitted by state and federal law.
- (b) Contractor(s) agrees to comply with KRS 61.931 *et seq.*, Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, (the “Act.”) To the extent Contractor(s) receives Personal Information as defined by and in accordance with the Act, in furtherance of Activities performed hereunder, Contractor(s) shall secure and protect Personal Information by, and without limitation:
  1. Utilizing security and breach investigation procedures appropriate to the nature of the Personal Information disclosed, reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and
  2. Notifying the Commonwealth of a security breach relating to Personal Information in the possession of practice or subcontractors without undue delay.

**Financial Management System**

Contractor(s) agrees to establish and maintain a financial management system which shall provide accurate, current, and complete disclosure of financial reporting for Activities in accordance with reporting requirements set forth in this contract including, without limitation:

- (a) Records identifying the source and application of funds which shall contain information pertaining to federal and state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures and income;
- (b) Effective control over and accountability for all funds, property, and assets to safeguard and assure that they are used solely for authorized purposes under this contract;
- (c) Procedures for determining the reasonableness of costs in accordance with the terms and conditions of this contract; and
- (d) Accounting records supported by source documentation.

**Drug-Free Work Place**

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- (a) Contractor(s) agree to comply with 41 U.S.C. 701 *et seq.*, the Drug-Free Workplace Act of 1988, and maintain a drug-free workplace.
- (b) Contractor(s) covenant and agree to comply with Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget, and any amendments thereto.

#### Environmental Standards

- (a) Contractor(s) agree that Activities performed in furtherance of this contract shall comply with the Clean Air Act, the Federal Water Pollution Control Act, the Resources Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liabilities Act (CERCLA), National Environmental Policy Act (NEPA), and any other applicable federal, state, or local environmental law, regulation, or policy.
- (b) Contractor(s) shall ensure that Activities shall not occur at a facility listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR 15 without the prior written agreement of the Commonwealth. Contractor(s) shall notify the Commonwealth immediately upon receipt of any communication from the EPA relating to performance of this contract.
- (c) Contractor(s) is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR and 2 CFR 200, in the execution and administration of this contract.

#### Preference for U.S. Flag Carriers

Contractor(s) agree to comply with 46 U.S.C. 1241(b), and regulations issued thereunder to include 46 CFR 381, concerning the use of privately-owned United States flag commercial vessels.

#### Debarment and Suspension

- (a) Contractor(s) shall not make any award or permit any award, subgrant, or contract at any tier to any party debarred, suspended, or excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
- (b) The Final Rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

#### Copeland "Anti-Kickback" Act

Contractor(s) agrees to comply with 40 U.S.C. 3145, the Copeland Anti-Kickback Act, and regulations promulgated thereunder including 29 CFR 3, whereby, it shall be unlawful to induce, by force, intimidation, threat, procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

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**Contract Work Hours and Safety Standards Act**

Contractor(s) shall comply with 40 U.S.C. 3701 et seq., the Contract Work Hours and Safety Standards Act.

**Patent Rights**

The Patent Right Clause found at 37 CFR 401.12, is hereby incorporated by reference herein, which governs rights to inventions made by non-profit organizations and small business firms under government grants, contracts, and cooperative contracts.

**Davis-Bacon Act (if applicable)**

40 U.S.C. 3141 *et seq.* and regulations 29 CFR 5 are incorporated by reference herein. The Davis-Bacon Act requires contractors pay laborers and mechanics at prevailing wages determined by the Secretary of Labor, and to make payment at least once per week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

**Procurement**

- (a) Contractor(s) shall acquire goods and service consistent with KRS 45A and applicable federal standards and procedures including, without limitation, 2 CFR 200, 44 CFR, 49 CFR, and 32 CFR.
- (b) Contractor(s) agrees to comply with 41 U.S.C. 10, the Buy American Act, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA.)
- (c) Contractor(s) shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, to procure:
  - 1. Items designated within Environmental Protection Agency (EPA) guideline 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
  - 2. Solid waste management services in a manner that maximizes energy and resource recovery; and

Establish an affirmative procurement program for the procurement of recovered materials identified in EPA guidelines.

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**MOA/PSC Exception Standard Terms and Conditions  
Revised January 2023**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and **Whereas**, the second party, the Contractor, is available and qualified to perform such function; and **Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**1.00 Effective Date**

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**2.00 LRC Policies**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**4.00 EEO Requirements**

**This section does not apply to governmental or quasi-governmental entities.**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

**5.00 Cancellation**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

**6.00 Funding Out Provision**

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

**7.00 Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement

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will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

**8.00 Authorized to do Business in Kentucky**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

**Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

**9.00 Invoices for fees**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

**10.00 Travel expenses, if authorized**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**11.00 Other expenses, if authorized herein**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**12.00 Purchasing and specifications**

**This section does not apply to governmental or quasi-governmental entities.**

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

### **13.00 Conflict-of-interest laws and principles**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

### **14.00 Campaign finance**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

### **15.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

### **16.00 Social security**

**This section does not apply to governmental or quasi-governmental entities.**

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

### **17.00 Violation of tax and employment laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

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Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

**18.00 Discrimination**

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

- KRS Chapter 136 (CORPORATION AND UTILITY TAXES)
- KRS Chapter 139 (SALES AND USE TAXES)
- KRS Chapter 141 (INCOME TAXES)
- KRS Chapter 337 (WAGES AND HOURS)
- KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
- KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)
- KRS Chapter 342 (WORKERS' COMPENSATION)

#### Boycott Provisions

The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

#### Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

	Document Description	Page 18
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

**Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**1st Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**2nd Party:**

*Linda Gorton*  
\_\_\_\_\_  
Signature

Mayor  
\_\_\_\_\_  
Title

Linda Gorton  
\_\_\_\_\_  
Printed Name

7/2/2025  
\_\_\_\_\_  
Date

**Other Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Approved as to form and legality:**

\_\_\_\_\_  
Attorney



# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507

## Master

**File Number: 0662-25**

**File ID:** 0662-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 06/23/2025

**File Name:** Andrews Brothers PSA FY25

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with Andrews Counseling and Consulting, PLLC, to provide counseling support to participants of the It Takes A Village Summer Youth Program for ONE Lexington, at a cost not to exceed \$39,000. [Mayor's Office, Carama]

**Notes:**

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Memo Andrews Counsel FY25, Andrews brother contract, RESO 662-25- Counseling services for One Lex 4917-9408-2386 v.1.docx, R-353-2025

**Enactment Number:** R-353-2025

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0662-25

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with Andrews Counseling and Consulting, PLLC, to provide counseling support to participants of the It Takes A Village Summer Youth Program for ONE Lexington, at a cost not to exceed \$39,000. [Mayor's Office, Carama]

#### Summary

Authorization to execute a Professional Services Agreement with Andrews Counseling and Consulting PLLC to provide weekly group trauma counseling support to participants in the It Takes A Village Summer Youth Program for period between June 3, 2025 through July 29, 2025. At a cost of \$39,000. Funds are Budgeted. (L0662-25)(Carama/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** { Select Yes, Completed by [Brittany Smith, 6/23/25]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-133006-1321-71299

This Fiscal Year Impact: \$39,000.00

Annual Impact: \$NA

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council

FROM: Devine Carama,  
Director, ONE Lexington

CC: Tyler Scott, Chief of Staff

DATE: June 1 , 2025

SUBJECT: Professional Service Agreement for Trauma Counseling

---

**Request**

Request Council authorization to execute a Professional Services Agreement with Andrews Counseling and Consulting PLLC to provide weekly group trauma counseling support to participants in It Takes A Village Summer Youth Program for 8 weeks, June 3, 2025 through July 29, 2025. Either Party may terminate this Agreement at any time for any reason by giving thirty (30) days advance written notice.

**Reason For Request**

It Takes A Village Summer Youth Program participants are youth impacted by gun violence. Trauma informed care service will provide professional counseling designed to prevent the negative impact of trauma. Andrew Counseling will provide one on one evaluations and consultation, and structured group sessions on Tuesdays or Thursday over 8 weeks. Additional service will be offered to the parents of It Takes A Village participants at their own expense.

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

The cost for this FY is: \$39,000

The cost for future FY is: N/A

Are the funds budgeted? Yes

The funds are budgeted or a budget:

Account number: 1101-133006-1321-71299

File Number: 0662-25

Director/Commissioner: Carama/Scott



**INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this 11th day of June, 2025.**

**BETWEEN:**

LFUCG

200 E. Main Street, Lexington, KY 40507

(the "Client")

**- AND -**

Andrews Counseling & Consulting, PLLC of 114 Pasadena Dr, Lexington, KY 40503, USA

(the "Contractor").

**BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of: *Andrews Counseling & Consulting is committed to providing psychoeducational groups focusing on therapeutic interventions in a group setting. These groups will center on topics such as gun violence, ecological trauma (community violence), and grief.*

6

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

#### Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date that both parties have executed this Agreement and will remain in full force and effect for a term of eight weeks starting June 3, 2025 through July 29, 2025.
4. Either Party may terminate this Agreement at any time for any reason by giving thirty (30) days advance written notice.

#### Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

#### Compensation

6. For the services rendered by the Contractor as required by this Agreement, the total amount of compensation paid to Contractor shall not exceed \$ 39,000. Client will provide compensation (the "Compensation") to the Contractor as follows: The ratio expected--1 Licensed therapist to every 12 attendees is approximately four groups, given we have approximately 48 attendees. Our rate per attendee would be \$125 for a 90-minute group; however, this would be, at most, a total of \$39,000 for this contract

#### Reimbursement of Expenses

7. In connection with providing the Services hereunder, the Contractor will only be reimbursed for expenses that have been approved in advance.
8. The Contractor will furnish vouchers to the Client for all such expenses.

9. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client

records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

10. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
11. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.
12. Parties agree that this provision shall not be interpreted so as to violate the Kentucky Open Records Act.

#### Ownership of Materials and Intellectual Property

13. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Contractor. This includes PowerPoint, books, handouts, and any related intellectual property.
14. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.
- 15.

Return of Property

16. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

18. **Exhibit A**

Scope of Services

Psycho-Educational Services

CONTRACTOR shall provide psycho-educational services to attendees. Such services may include, but are not limited to: Anger Management, Self Esteem, Coping with Grief, and other psychoeducation programs.

Psycho-educational Services Curriculum: All psycho-educational programming shall include services that are considered evidence-based practices (EBP), best practices or promising practices and shall be held in accordance with their identified guidelines. Specific tools, activities, and methods to be used may already be outlined in the EBP, best practices, or promising practices training/curriculum chosen.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
  - a. LFUCG: 200 E. Main Street, Lexington, KY 40507
  - b. Attn: Devine Carama

- c. Andrews Counseling & Consulting, PLLC  
114 Pasadena Dr, Lexington, KY 40503, USA

20. .

#### Modification of Agreement

- 21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### Assignment

- 22. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### Entire Agreement

- 23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### Enurement

- 24. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

#### Titles/Headings

- 25. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### Gender

- 26. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

27.

Governing Law

28. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Kentucky, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_th day of \_\_\_\_\_, 2025.

LFUCG

Per: (Seal)

Andrews Counseling & Consulting, PLLC

Per: (Seal)

RESOLUTION NO. \_\_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ANDREWS COUNSELING AND CONSULTING, PLLC, TO PROVIDE COUNSELING SUPPORT TO PARTICIPANTS OF THE IT TAKES A VILLAGE SUMMER YOUTH PROGRAM FOR ONE LEXINGTON, AT A COST NOT TO EXCEED \$39,000.00.

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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 and directed to execute an agreement, attached hereto and incorporated herein by reference, with Andrews Counseling & Consulting, PLLC, to provide counseling support to participants of the It Takes a Village Summer Youth Program for ONE Lexington.

Section 2 – That an amount, not to exceed \$39,000.00, is hereby authorized for payment to Andrews Counseling & Consulting, PLLC, from account # 1101-133006-1321-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

662-25:EPT\_4917-9408-2386, v. 1

RESOLUTION NO. 353 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ANDREWS COUNSELING AND CONSULTING, PLLC, TO PROVIDE COUNSELING SUPPORT TO PARTICIPANTS OF THE IT TAKES A VILLAGE SUMMER YOUTH PROGRAM FOR ONE LEXINGTON, AT A COST NOT TO EXCEED \$39,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement, attached hereto and incorporated herein by reference, with Andrews Counseling & Consulting, PLLC, to provide counseling support to participants of the It Takes a Village Summer Youth Program for ONE Lexington.

Section 2 – That an amount, not to exceed \$39,000.00, is hereby authorized for payment to Andrews Counseling & Consulting, PLLC, from account # 1101-133006-1321-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

662-25:EPT\_4917-9408-2386, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0665-25**

**File ID:** 0665-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 229-2025

**In Control:** Urban County Council

**File Created:** 06/23/2025

**File Name:** Request Council authorization to execute Professional Services Agreements with Larissa Huey on an "on-call" basis for the performance of forensic examinations in 2025. The funds budgeted in SANE\_2025 are for the purpose of paying contractual nurses for o

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Larissa Huey on an "on-call" basis for the performance of forensic examinations with the Sexual Assault Nurse Examiner Program for the period from August 28, 2025, to December 31, 2025, at a cost not to exceed \$68,167. [Div. of Police, Weathers]

**Notes:** SAF in the CCO. Returned to Celia Moore via pick up 8/29/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** 25- Blue Sheet SANE Agreement Huey, SANE Nurse Agreement - Larissa Huey, 665-25 sane nurse 4927-8832-9041 v.1.doc, R-354-2025, Contract #229-2025

**Enactment Number:** R-354-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Ersula Killens

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
2	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
2	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
2	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0665-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Larissa Huey on an "on-call" basis for the performance of forensic examinations with the Sexual Assault Nurse Examiner Program for the period from August 28, 2025, to December 31, 2025, at a cost not to exceed \$68,167. [Div. of Police, Weathers]

**Summary**

Authorization to execute Professional Services Agreements with Larissa Huey on an "on-call" basis for the performance of forensic examinations with the Sexual Assault Nurse Examiner Program for the period from August 28, 2025 to December 31, 2025, at a cost not to exceed \$68,167. Funds are Budgeted. (L0665-25)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, 6/23/2025

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 3140-505506-5561-71299, 3140-505506-5561-71217

This Fiscal Year Impact: \$68,167.00

Annual Impact: \$0

Project: SANE\_2025, SANE3\_2025

Activity: FED\_GRANT, STA\_GRANT

Budget Reference: 2025

Current Balance:



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

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

**DATE: JUNE 23, 2025**

**SUBJECT: Professional Services Agreement: Sexual Assault Nurse Examiner Program for  
Fiscal Year 2025**

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**Request:** Council authorization to execute Professional Services Agreements with Larissa Huey on an "on-call" basis for the performance of forensic examinations in 2025. The funds budgeted in SANE\_2025 are for the purpose of paying contractual nurses for on-call duty and court appearances. The funds budgeted in SANE3\_2025 are for payment of nurses for forensic examinations. These funds come from the state's Crime Victims Compensation Board.

This Professional Service Agreement will have a term from August 28, 2025 – December 31, 2025. Future term years are dependent on available grant funds. Professional Service Agreement terms are effective until terminated by LFUCG or SANE Contract Nurse, which either party may do at any time, without cause and without notice.

**Purpose of Request:** The Lexington-Fayette Urban County Government has received continuation funding (Violence Against Women Act) from the Kentucky Justice Cabinet for the operation of a Sexual Assault Nurse Examiner program. The purpose of this program is to improve the collection of forensic evidence in sexual assault cases and to provide the victims of sexual assault more humane treatment during the investigation. Ultimately, higher rates of reporting will occur along with higher rates of prosecution and conviction. The Kentucky Crime Victims' Compensation Fund also provides financial support for forensic examinations. An approved element of the grant-funded project is contracting with certified Sexual Assault Nurse Examiners (S.A.N.E.s) to serve on call twenty-four hours a day to respond to calls for examinations at Saint Joseph Hospital. The attached Professional Services Agreement for the period of August 28, 2025 through December 31, 2025, outline the responsibilities and compensation.

**What is the cost in this budget year and future budget years?** \$68,167 is estimated for FY25. No additional costs are anticipated in future budget years.

**Are the funds budgeted?** Yes, 3140-505506-5561-71299 SANE\_2025 FED\_GRANT 2025 and 3140-505506-5561-71217 SANE3\_2025 STA\_GRANT 2025

**File Number:** 0665-25

**Director/Commissioner:** Weathers/Armstrong



## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 28<sup>th</sup> day of August, 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as “Government”) and Larissa Huey 41 Cribbs Hill Grayson, Ky 41143 (hereinafter referred to as “Contractor”)

### **WITNESSETH**

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an “on-call” basis for the performance of forensic examinations;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of forensic examinations;

WHEREAS, the parties have negotiated the Contractor’s rate of pay;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

### **SECTION I**

#### **OBLIGATIONS OF GOVERNMENT**

1. Government agrees to pay Contractor \$72.00 for each scheduled “on-call” period. An “on-call period” is defined as any period agreed to by both the Contractor and the Government in which the Contractor may be called to perform a forensic examination. Payment shall be made within 30 days of invoice.
2. Government agrees to pay Contractor at the rate of \$250.00, for each completed forensic examination. Payment shall be made within 30 days of invoice.
3. In the event that Contractor responds to the hospital for the performance of a forensic examination, but is unable to complete the exam because the victim withdraws consent prior to or during the exam, Government agrees to pay the Contractor at the rate of \$100.00. In this event the Contractor will separately invoice the Division of Police for the incomplete call-out. These invoices will be paid from the Division of Police’s general fund budget.
4. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.

5. Government agrees to pay Contractor for performance of Suspect Evidence Collection Examinations in the amount of \$120 per examination. The Contractor will separately invoice the Division of Police for this examination. These invoices will be paid from the Division of Police's general fund budget.
6. Government agrees to pay Contractor for the preparation and provision of professional testimony in a court of law in the amount of \$150 per request. Payment shall be made within 30 days of invoice.

## **SECTION II**

### **OBLIGATIONS OF CONTRACTOR**

1. Contractor agrees to provide his or her "on-call" availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's on-call periods based on the Contractor's availability and the Government's needs.
2. The Government's Sexual Assault Nurse Examiner Manager shall assist in the Contractor's performance of forensic examinations until the parties have determined the Contractor has established sufficient competency.
3. Contractor agrees to respond to a page within ten minutes and to report to the Saint Joseph Health System emergency room within a reasonable amount of time after receiving a page.
4. Contractor agrees to conduct forensic examinations of sexual assault victims, including but not necessarily limited to collection and preservation of evidence, in compliance with all relevant policies, procedures, and protocols, including, but not limited to, those of the Saint Joseph Health System, the Kentucky Board of Nursing, and the International Association of Forensic Nurses.
5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the Saint Joseph Health System. Contractor shall not be paid for time spent in meetings with police and prosecutors.
6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million (\$1,000,000) Dollars per occurrence and Four Million (\$4,000,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and Saint Joseph Health System as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.
7. Contractor agrees to maintain throughout the term of this Agreement current Kentucky Registered Nurse License (unrestricted) and current credentials issued by the Kentucky Board of Nursing as a Sexual Assault Nurse Examiner. Such memberships, credentials, and

Licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.

8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics, all at Contractor's expense.
9. Contractor agrees to submit invoices to the Government for all services at least once per month, no later than the fifth day of the following month.
10. As criminal cases may take a significant amount of time to be adjudicated, Contractor agrees to maintain contact with the Government for a period of three years following termination of her agreement at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which she performed examinations for the three-year period at no additional cost.
11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.

### **SECTION III**

#### **GENERAL CONDITIONS**

1. This Agreement shall be effective from August 28, 2025, through December 31, 2025.
2. This Agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.
3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or

- local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
  - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

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

ATTEST:

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

CONTRACTOR

BY: \_\_\_\_\_  
Larissa Huey

RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH LARISSA HUEY ON AN "ON-CALL" BASIS FOR THE PERFORMANCE OF FORENSIC EXAMINATIONS WITH THE SEXUAL ASSAULT NURSE EXAMINER PROGRAM FOR THE PERIOD FROM AUGUST 28, 2025, TO DECEMBER 31, 2025, AT A COST NOT TO EXCEED \$68,167.00.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Larissa Huey on an "on-call" basis for the performance of forensic examinations with the Sexual Assault Nurse Examiner Program for the period from August 28, 2025 to December 31, 2025.

Section 2 - That an amount, not to exceed the sum of \$68,167.00, be and hereby is approved for payment to Larissa Huey, from account #3140-505506-71299, 3140-505506-71217.

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

665-25:MRS: 4927-8832-9041, v. 1

RESOLUTION NO. 354-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH LARISSA HUEY ON AN "ON-CALL" BASIS FOR THE PERFORMANCE OF FORENSIC EXAMINATIONS WITH THE SEXUAL ASSAULT NURSE EXAMINER PROGRAM FOR THE PERIOD FROM AUGUST 28, 2025, TO DECEMBER 31, 2025, AT A COST NOT TO EXCEED \$68,167.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Larissa Huey on an "on-call" basis for the performance of forensic examinations with the Sexual Assault Nurse Examiner Program for the period from August 28, 2025 to December 31, 2025.

Section 2 - That an amount, not to exceed the sum of \$68,167.00, be and hereby is approved for payment to Larissa Huey, from account #3140-505506-71299, 3140-505506-71217.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*

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

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 3<sup>r</sup>d day of July, 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Larissa Huey 41 Cribbs Hill Grayson, Ky 41143 (hereinafter referred to as "Contractor")

### WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an "on-call" basis for the performance of forensic examinations;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of forensic examinations;

WHEREAS, the parties have negotiated the Contractor's rate of pay;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

### SECTION I

#### OBLIGATIONS OF GOVERNMENT

1. Government agrees to pay Contractor \$72.00 for each scheduled "on-call" period. An "on-call period" is defined as any period agreed to by both the Contractor and the Government in which the Contractor may be called to perform a forensic examination. Payment shall be made within 30 days of invoice.
2. Government agrees to pay Contractor at the rate of \$250.00, for each completed forensic examination. Payment shall be made within 30 days of invoice.
3. In the event that Contractor responds to the hospital for the performance of a forensic examination, but is unable to complete the exam because the victim withdraws consent prior to or during the exam, Government agrees to pay the Contractor at the rate of \$100.00. In this event the Contractor will separately invoice the Division of Police for the incomplete call-out. These invoices will be paid from the Division of Police's general fund budget.
4. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.

5. Government agrees to pay Contractor for performance of Suspect Evidence Collection Examinations in the amount of \$120 per examination. The Contractor will separately invoice the Division of Police for this examination. These invoices will be paid from the Division of Police's general fund budget.
6. Government agrees to pay Contractor for the preparation and provision of professional testimony in a court of law in the amount of \$150 per request. Payment shall be made within 30 days of invoice.

## SECTION II

### OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to provide his or her "on-call" availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's on-call periods based on the Contractor's availability and the Government's needs.
2. The Government's Sexual Assault Nurse Examiner Manager shall assist in the Contractor's performance of forensic examinations until the parties have determined the Contractor has established sufficient competency.
3. Contractor agrees to respond to a page within ten minutes and to report to the Saint Joseph Health System emergency room within a reasonable amount of time after receiving a page.
4. Contractor agrees to conduct forensic examinations of sexual assault victims, including but not necessarily limited to collection and preservation of evidence, in compliance with all relevant policies, procedures, and protocols, including, but not limited to, those of the Saint Joseph Health System, the Kentucky Board of Nursing, and the International Association of Forensic Nurses.
5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the Saint Joseph Health System. Contractor shall not be paid for time spent in meetings with police and prosecutors.
6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million (\$1,000,000) Dollars per occurrence and Four Million (\$4,000,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and Saint Joseph Health System as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.
7. Contractor agrees to maintain throughout the term of this Agreement current Kentucky Registered Nurse License (unrestricted) and current credentials issued by the Kentucky Board of Nursing as a Sexual Assault Nurse Examiner. Such memberships, credentials, and

Licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.

8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics, all at Contractor's expense.
9. Contractor agrees to submit invoices to the Government for all services at least once per month, no later than the fifth day of the following month.
10. As criminal cases may take a significant amount of time to be adjudicated, Contractor agrees to maintain contact with the Government for a period of three years following termination of her agreement at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which she performed examinations for the three-year period at no additional cost.
11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.

### SECTION III

#### GENERAL CONDITIONS

1. This Agreement shall be effective from July 3, 2025, through December 31, 2025.
2. This Agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.
3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or

local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
  - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
  7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

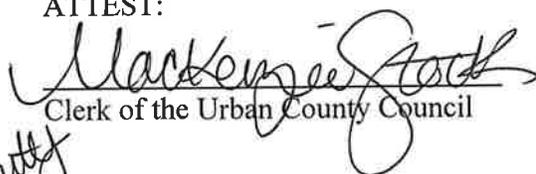
[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:   
Linda Gorton, Mayor

ATTEST:

  
Clerk of the Urban County Council  
*Deputy*

CONTRACTOR

BY:   
Larissa Huey



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0667-25**

**File ID:** 0667-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 8628

**In Control:** Urban County Council

**File Created:** 06/24/2025

**File Name:** Release of Easement Commercial Drive

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a partial release, releasing a portion of a utility easement on the property located at 1109-1113 Commercial Dr. [Div. of Water Quality, Martin]

**Notes:** CLIOO SAF in the CCO. Returned to Debbie Barnett 7/8/2025. ms

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** ReleaseofEasement11091113Commercial, 20250605Comm1109-1113, Commercial1109-1113 Map, RESO 667-25- 1109-1113 Commercial Drive release 4922-1770-7090 v.1.docx, R-355-2025, 8628 - 355-2025 - DEED - - CLK - LFUCG Contracts-Deeds - 7-10-2025

**Enactment Number:** R-355-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King/ Debbie Barnett

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0667-25

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a partial release, releasing a portion of a utility easement on the property located at 1109-1113 Commercial Dr. [Div. of Water Quality, Martin]

**Summary**

Authorization to approve a Release of Easement at 1109/1113 Commercial Dr. The easement is no longer needed. No Budgetary impact. (L0667-26)(Martin/Albright)

Budgetary Implications [select]: No

Advance Document Review:

**Law:** Yes Evan P. Thompson 5/28/25

**Risk Management:** No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



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

**FROM:** Gregory S. Lubeck, P.E., Deputy Director  
Division of Water Quality

**DATE:** June 23, 2025

**SUBJECT:** PARTIAL RELEASE OF A UTILITY EASEMENT AT 1109-1113 COMMERCIAL DRIVE

---

Request

The purpose of this memorandum is to request a resolution authorizing the Mayor on behalf of the Lexington-Fayette Urban County Government to execute a partial release of a utility easement at 1109-1113 Commercial Drive.

Purpose of Request

The easement is no longer needed.

Project Cost in FY25

There is no cost with this request.

Project Cost Impact for Future Budget Years

There is no projected future cost.

Are Funds Budgeted

N/A.

Law Review

E. Thompson, 05/28/2025.

Martin/Albright

DRB  
cc: Debbie R. Barnett

Gregory Lubeck, PE



THIS INSTRUMENT PREPARED BY:



---

Hunter B. Rouse, Esq.  
Dentons Bingham Greenebaum LLP  
300 West Vine Street, Suite 1300  
Lexington, Kentucky 40507  
Phone: (859) 288-4657  
[hunter.rouse@dentons.com](mailto:hunter.rouse@dentons.com)

PARTIAL RELEASE OF UTILITY EASEMENT

THIS PARTIAL RELEASE OF UTILITY EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, a Kentucky urban county government created pursuant to KRS Chapter 67A, with a mailing address of 200 East Main Street, Lexington, Kentucky 40507 (“Grantor”), in favor of **CJMM INVESTMENTS, LLC**, a Kentucky limited liability company, with a mailing address of 340 Queensway Drive, Lexington, Kentucky 40502 (“Grantee”).

WHEREAS, Grantee is the owner of property located in Lexington, Fayette County, Kentucky, more particularly described as follows, to-wit (the “Property”):

Being all of Lot Nos. 46, 47, 48 and 49, Block B, Unit 2 of the EASTLAND Subdivision, Lexington, Fayette County, Kentucky, as shown on the plat of record in Plat Cabinet C, Slide 310, in the Fayette County Clerk's Office; being known and designated as 1109-1113 Commercial Drive.

Being the same property acquired by Grantee by Deed dated December 1, 2017, of record in Deed Book 3543, Page 550, in the Fayette County Clerk's Office.

WHEREAS, there is an easement for utilities approximately 12 feet wide that straddles the property line between Lots 48 and 49, as created by and shown on the plat of record in Plat Cabinet C, Slide 310 (“Plat”), in the aforesaid clerk's office, a portion of which the Grantee requires to be released.

NOW, THEREFORE AND IN CONSIDERATION of the sum of One and 00/100 Dollars (\$1.00), the receipt of all of which is hereby acknowledged, the Grantor does hereby forever release unto Grantee, its successors and assigns forever, all of its right, title and interest in and to that portion of the utility easement shown on Exhibit “A” and more particularly described by metes and bounds description on Exhibit “B”.

PROVIDED, HOWEVER, the Grantor hereby specifically retains its right, title and all interest held by Grantor in and to all other easements on the Property and/or as shown on the Plat.



**EXHIBIT "A"**

(See Attached)

**\*NOTE:**  
 THE ORIGINAL U.E. AS  
 DEPICTED ON THE  
 PARENT DOCUMENT IS  
 OF UNSPECIFIED  
 WIDTH. THE EASEMENT  
 WAS SCALED FROM  
 THE PARENT  
 DOCUMENT IN ORDER  
 TO CREATE A  
 MATHEMATICAL  
 DESCRIPTION.  
 IT IS THE INTENT OF  
 THIS DOCUMENT TO  
 DEPICT FOR RELEASE  
 THE EASEMENT  
 PORTION IN ITS  
 ENTIRETY.



LINE	BEARING	DISTANCE
L1	N 65°45'21" W	142.05'
L2	S 24°22'47" W	12.00'
L3	S 65°45'21" E	142.11'
L4	N 24°06'05" E	12.00'

**DIAZ ALLEY**  
 25' R/W  
 P.C. C, SLD 310

TWO STORY  
 FRAME  
 BUILDING

**1225 EASTLAND DR.**  
 BATAL INC  
 D.B. 2607, PG. 313  
 EASTLAND SUBDIVISION  
 UNIT 2, BLOCK B  
 LOTS 43-45  
 P.C. H, SLD. 777  
 ZONE: B-4  
 PVA ID:15493650

**SUBJECT PARCEL DATA**  
**1109 COMMERCIAL DR.**  
 CJMM INVESTMENTS, LLC  
 D.B. 3543, PG. 550  
 EASTLAND SUBDIVISION  
 UNIT 2, BLOCK B  
 LOTS 46-49  
 P.C. C, SLD. 310  
 ZONE: B-4  
 PVA ID:10482850

SINGLE  
 STORY  
 BRICK  
 BUILDING

SINGLE  
 STORY  
 BRICK  
 BUILDING

\*AREA OF U.E.  
 RELEASE

**1119 COMMERCIAL DR.**  
 ALE FIVE LLC  
 D.B. 3286, PG. 64  
 EASTLAND SUBDIVISION  
 UNIT 2, BLOCK B  
 LOTS 50-52  
 P.C. C, SLD. 310  
 ZONE: B-4  
 PVA ID:10336900

REFERENCE LINE  
 S 24°06'05" W  
 18.99'



**COMMERCIAL DRIVE**  
 50' R/W  
 P.C. C, SLD 310

POINT OF  
 BEGINNING

PARENT DOCUMENT:  
 UNIT 2, BLOCK B,  
 LOTS 48 & 49  
 EASTLAND SBDIVISION  
 PLAT CABINET C, SLIDE  
 310



Water Resources, Civil Engineering, Geotechnical, Land Surveying,  
 Materials Testing, and Construction Inspection Consultants  
 128 E. Reynolds Road Suite 150, Lexington, KY 40517  
 Ph. (859) 333-8015 - Fax: (859) 523-0095  
 www.visionengr.com

**EXHIBIT "A"**  
**UNDERGROUND UTILITY EASEMENT RELEASE**  
**UNIT 2, BLOCK B, LOTS 48 & 49**  
**EASTLAND SUBDIVISION**  
**1109 COMMERCIAL DR., LEXINGTON, KY**

DATE: 9/30/2020 | DRN BY: RBN | CKD BY: RBN | REV. #: 3 10/5/2020

*Richey Newton PLS#3674*

**EXHIBIT "B"**

Underground Utility Easement Release  
1109 Commercial Drive  
Unit 2, Block B, Lots 48 & 49  
Eastland Subdivision  
Plat Cabinet C, Slide 310

Beginning at a point 25.00 feet from the centerline and on the western Right-of-Way line of Commercial Drive as depicted on plat of Unit 2, Block B of Eastland Subdivision of record at Plat Cabinet C, Slide 310 of the Fayette County Clerk's record; said point being South 24° 06' 05" West 18.99 feet from a set 2" Mag-Nail with washer stamped "VISION PLS 3674", the southeast corner of Lot 50 of said Eastland Subdivision as conveyed to Ale Five, LLC in Deed Book 3286, Page 64; thence with the northern line of an existing utility easement for one (1) call:

1. North 65° 45' 21" West 142.05 feet passing under an existing single story brick building to a point on the western exterior wall line of said building; thence with said wall line for one (1) call:
2. South 24° 22' 47" West 12.00 feet to a point on said wall line and on the southern line of said existing utility easement; thence with said southern line, passing under said existing building for one (1) call:
3. South 65° 45' 21" East 142.11 feet to a point 25.00 feet from the centerline and on the western Right-of-Way line of Commercial Drive; thence with said western Right-of-Way line for one (1) call:
4. North 24° 06' 05" East 12.00 feet to the Point of Beginning.

The above described being derived from a field survey conducted under the direction of Richey B. Newton, PLS with Vision Engineering, LLC, located at 128 East Reynolds Road, Lexington, KY 40517 dated 3 April, 2017.

This being a portion of the property conveyed to CJMM Investments, LLC in Deed Book 3543, Page 550 of the Fayette County Clerk's records.



RESOLUTION NO. \_\_\_\_\_ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE, RELEASING A PORTION OF A UTILITY EASEMENT ON THE PROPERTY LOCATED AT 1109-1113 COMMERCIAL DRIVE.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Partial Release, which is attached hereto and incorporated herein by reference, releasing a portion of a Utility Easement on the property located at 1109-1113 Commercial Drive.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

667-25:EPT:4922-1770-7090, v. 1

RESOLUTION NO. 355 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE, RELEASING A PORTION OF A UTILITY EASEMENT ON THE PROPERTY LOCATED AT 1109-1113 COMMERCIAL DRIVE.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Partial Release, which is attached hereto and incorporated herein by reference, releasing a portion of a Utility Easement on the property located at 1109-1113 Commercial Drive.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

667-25:EPT:4922-1770-7090, v. 1

R-355-2025  
Deed # 8628

MAYOR LINDA GORTON



**LEXINGTON**

CHARLES H. MARTIN, P.E.  
DIRECTOR  
WATER QUALITY

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

**FROM:** Gregory S. Lubeck, P.E., Deputy Director  
Division of Water Quality

**DATE:** June 23, 2025

**SUBJECT:** PARTIAL RELEASE OF A UTILITY EASEMENT AT 1109-1113 COMMERCIAL DRIVE

Request

The purpose of this memorandum is to request a resolution authorizing the Mayor on behalf of the Lexington-Fayette Urban County Government to execute a partial release of a utility easement at 1109-1113 Commercial Drive.

Purpose of Request

The easement is no longer needed.

Project Cost in FY25

There is no cost with this request.

Project Cost Impact for Future Budget Years

There is no projected future cost.

Are Funds Budgeted

N/A.

Law Review

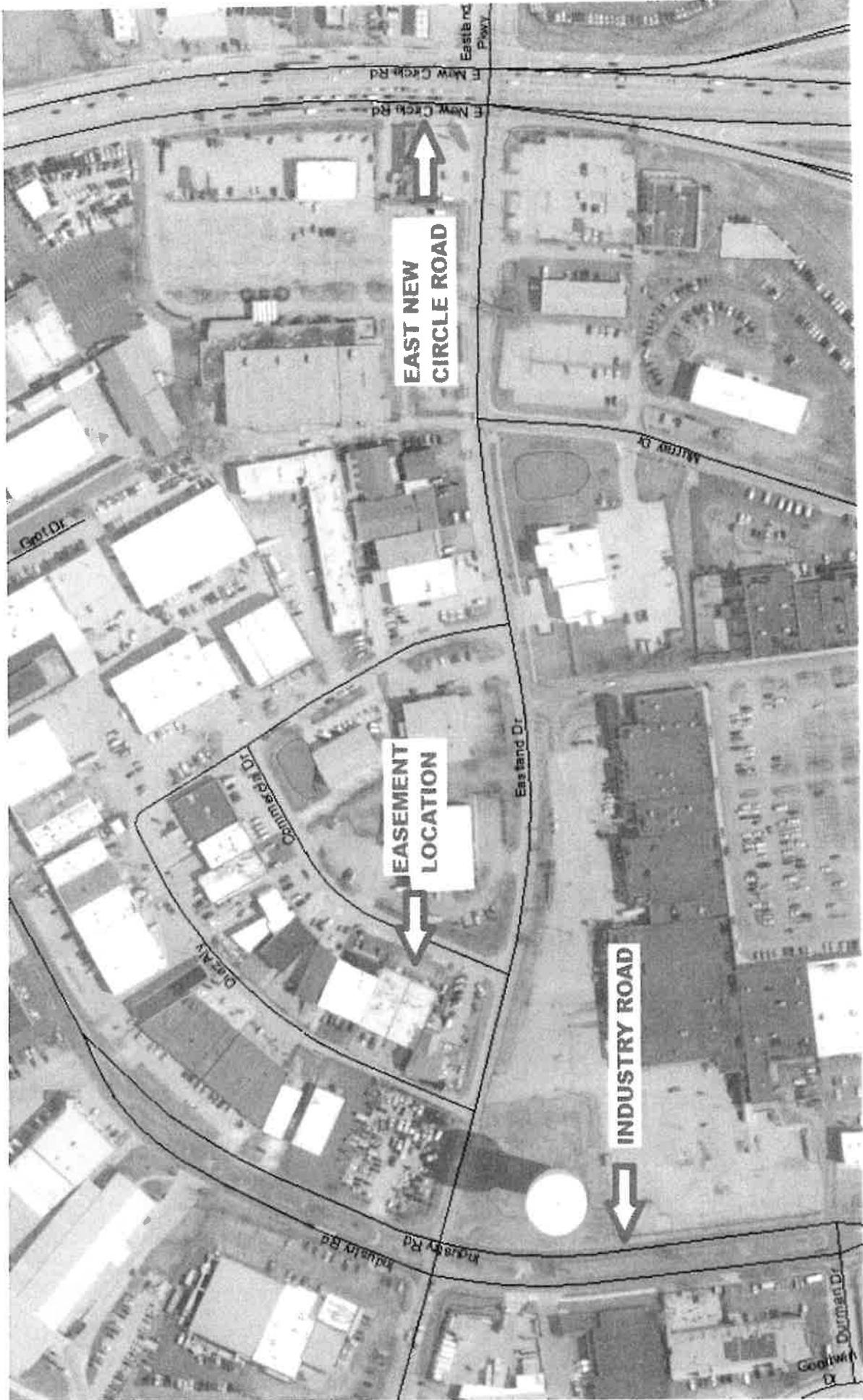
E. Thompson, 05/28/2025.

Martin/Albright

DRB  
cc: Debbie R. Barnett

Gregory Lubeck, PE





**Debbie R Barnett**

---

**From:** Evan P Thompson  
**Sent:** Friday, June 6, 2025 8:30 AM  
**To:** Debbie R Barnett  
**Subject:** RE: 1109-1113 Commercial release request

This is okay.

**Evan P. Thompson**  
*Acting Managing Attorney*  
 Department of Law

859.258.3500 office  
 859.258.3538 fax  
[lexingtonky.gov](http://lexingtonky.gov)



1775-2025

NOTICE OF CONFIDENTIALITY

This message is intended only for the use of the individual or entity to which it is addressed and may contain confidential information that is legally privileged and exempt from disclosure under applicable law, including but not limited to, Kentucky Rule of Evidence 503. Any legal opinion provided in this electronic mail transmission is provided in the course of my legal representation of the Lexington-Fayette Urban County Government and should not be disseminated to the public. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via e-mail or by calling the Department of Law at (859) 258-3500, so that our address record can be corrected. Thank you.

**From:** Debbie R Barnett <[dbarnett@lexingtonky.gov](mailto:dbarnett@lexingtonky.gov)>  
**Sent:** Thursday, June 5, 2025 2:14 PM  
**To:** Ben Cornett <[jcornett@lexingtonky.gov](mailto:jcornett@lexingtonky.gov)>; David Filiatreau <[dfiliatreau@lexingtonky.gov](mailto:dfiliatreau@lexingtonky.gov)>; Debbie R Barnett <[dbarnett@lexingtonky.gov](mailto:dbarnett@lexingtonky.gov)>; Doug Baldwin <[dbaldwin@lexingtonky.gov](mailto:dbaldwin@lexingtonky.gov)>; Evan P Thompson <[ethompson@lexingtonky.gov](mailto:ethompson@lexingtonky.gov)>; John Cassel <[jcassel@lexingtonky.gov](mailto:jcassel@lexingtonky.gov)>  
**Subject:** 1109-1113 Commercial release request

RELEASE OF EASEMENT ROUTING

Please review the enclosed package of information for conflicts/problems with the requested RELEASE OF EASEMENT.

For your response:

Please send me a return email or simply reply to this email with your comments and approval/disapproval.

Routing:

Water Quality (Storm & Floodplain)    Doug Baldwin, PE

THIS INSTRUMENT PREPARED BY:



Hunter B. Rouse, Esq.  
Dentons Bingham Greenebaum LLP  
300 West Vine Street, Suite 1300  
Lexington, Kentucky 40507  
Phone: (859) 288-4657  
[hunter.rouse@dentons.com](mailto:hunter.rouse@dentons.com)

PARTIAL RELEASE OF UTILITY EASEMENT

THIS PARTIAL RELEASE OF UTILITY EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, a Kentucky urban county government created pursuant to KRS Chapter 67A, with a mailing address of 200 East Main Street, Lexington, Kentucky 40507 (“Grantor”), in favor of **CJMM INVESTMENTS, LLC**, a Kentucky limited liability company, with a mailing address of 340 Queensway Drive, Lexington, Kentucky 40502 (“Grantee”).

WHEREAS, Grantee is the owner of property located in Lexington, Fayette County, Kentucky, more particularly described as follows, to-wit (the “Property”):

Being all of Lot Nos. 46, 47, 48 and 49, Block B, Unit 2 of the EASTLAND Subdivision, Lexington, Fayette County, Kentucky, as shown on the plat of record in Plat Cabinet C, Slide 310, in the Fayette County Clerk's Office; being known and designated as 1109-1113 Commercial Drive.

Being the same property acquired by Grantee by Deed dated December 1, 2017, of record in Deed Book 3543, Page 550, in the Fayette County Clerk’s Office.

WHEREAS, there is an easement for utilities approximately 12 feet wide that straddles the property line between Lots 48 and 49, as created by and shown on the plat of record in Plat Cabinet C, Slide 310 (“Plat”), in the aforesaid clerk’s office, a portion of which the Grantee requires to be released.

NOW, THEREFORE AND IN CONSIDERATION of the sum of One and 00/100 Dollars (\$1.00), the receipt of all of which is hereby acknowledged, the Grantor does hereby forever release unto Grantee, its successors and assigns forever, all of its right, title and interest in and to that portion of the utility easement shown on Exhibit “A” and more particularly described by metes and bounds description on Exhibit “B”.

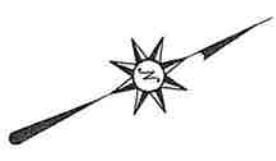
PROVIDED, HOWEVER, the Grantor hereby specifically retains its right, title and all interest held by Grantor in and to all other easements on the Property and/or as shown on the Plat.



**EXHIBIT "A"**

(See Attached)

**\*NOTE:**  
 THE ORIGINAL U.E. AS  
 DEPICTED ON THE  
 PARENT DOCUMENT IS  
 OF UNSPECIFIED  
 WIDTH. THE EASEMENT  
 WAS SCALED FROM  
 THE PARENT  
 DOCUMENT IN ORDER  
 TO CREATE A  
 MATHEMATICAL  
 DESCRIPTION.  
 IT IS THE INTENT OF  
 THIS DOCUMENT TO  
 DEPICT FOR RELEASE  
 THE EASEMENT  
 PORTION IN ITS  
 ENTIRETY.



LINE	BEARING	DISTANCE
L1	N 65°45'21" W	142.05'
L2	S 24°22'47" W	12.00'
L3	S 65°45'21" E	142.11'
L4	N 24°06'05" E	12.00'

**DIAZ ALLEY**  
 25' R/W  
 P.C. C, SLD 310

TWO STORY  
 FRAME  
 BUILDING

**1225 EASTLAND DR.**  
 BATAL INC  
 D.B. 2607, PG. 313  
 EASTLAND SUBDIVISION  
 UNIT 2, BLOCK B  
 LOTS 43-45  
 P.C. H, SLD. 777  
 ZONE: B-4  
 PVA ID:15493650

(47) (48)  
 SINGLE  
 STORY  
 BRICK  
 BUILDING

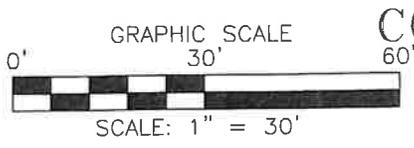
SINGLE  
 STORY  
 BRICK  
 BUILDING

\*AREA OF U.E.  
 RELEASE

**1119 COMMERCIAL DR.**  
 ALE FIVE LLC  
 D.B. 3286, PG. 64  
 EASTLAND SUBDIVISION  
 UNIT 2, BLOCK B  
 LOTS 50-52  
 P.C. C, SLD. 310  
 ZONE: B-4  
 PVA ID:10336900

**SUBJECT PARCEL DATA**  
**1109 COMMERCIAL DR.**  
 CJMM INVESTMENTS, LLC  
 D.B. 3543, PG. 550  
 EASTLAND SUBDIVISION  
 UNIT 2, BLOCK B  
 LOTS 46-49  
 P.C. C, SLD. 310  
 ZONE: B-4  
 PVA ID:10482850

REFERENCE LINE  
 S 24°06'05" W  
 18.99'



**COMMERCIAL DRIVE**  
 50' R/W  
 P.C. C, SLD 310

POINT OF  
 BEGINNING

PARENT DOCUMENT:  
 UNIT 2, BLOCK B,  
 LOTS 48 & 49  
 EASTLAND SBDIVISION  
 PLAT CABINET C, SLIDE  
 310



Water Resources, Civil Engineering, Geotechnical, Land Surveying,  
 Materials Testing, and Construction Inspection Consultants  
 128 E. Reynolds Road Suite 150, Lexington, KY 40517  
 Ph.(859) 333-8015 - Fax: (859) 523-0095  
 www.visionengr.com

**EXHIBIT "A"**  
**UNDERGROUND UTILITY EASEMENT RELEASE**  
**UNIT 2, BLOCK B, LOTS 48 & 49**  
**EASTLAND SUBDIVISION**  
**1109 COMMERCIAL DR., LEXINGTON, KY**

DATE: 9/30/2020    DRN BY: RBN    CKD BY: RBN    REV. #: 3 10/5/2020

**EXHIBIT "B"**

Underground Utility Easement Release  
 1109 Commercial Drive  
 Unit 2, Block B, Lots 48 & 49  
 Eastland Subdivision  
 Plat Cabinet C, Slide 310

Beginning at a point 25.00 feet from the centerline and on the western Right-of-Way line of Commercial Drive as depicted on plat of Unit 2, Block B of Eastland Subdivision of record at Plat Cabinet C, Slide 310 of the Fayette County Clerk's record; said point being South 24° 06' 05" West 18.99 feet from a set 2" Mag-Nail with washer stamped "VISION PLS 3674", the southeast corner of Lot 50 of said Eastland Subdivision as conveyed to Ale Five, LLC in Deed Book 3286, Page 64; thence with the northern line of an existing utility easement for one (1) call:

1. North 65° 45' 21" West 142.05 feet passing under an existing single story brick building to a point on the western exterior wall line of said building; thence with said wall line for one (1) call:
2. South 24° 22' 47" West 12.00 feet to a point on said wall line and on the southern line of said existing utility easement; thence with said southern line, passing under said existing building for one (1) call:
3. South 65° 45' 21" East 142.11 feet to a point 25.00 feet from the centerline and on the western Right-of-Way line of Commercial Drive; thence with said western Right-of-Way line for one (1) call:
4. North 24° 06' 05" East 12.00 feet to the Point of Beginning.

The above described being derived from a field survey conducted under the direction of Richey B. Newton, PLS with Vision Engineering, LLC, located at 128 East Reynolds Road, Lexington, KY 40517 dated 3 April, 2017.

This being a portion of the property conveyed to CJMM Investments, LLC in Deed Book 3543, Page 550 of the Fayette County Clerk's records.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0668-25**

**File ID:** 0668-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 195-2025

**In Control:** Urban County Council

**File Created:** 06/24/2025

**File Name:** LexPark Agreement for LFUCG Employee Parking

**Final Action:** 07/01/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington and Fayette County Parking Authority to provide parking access for LFUCG employees at downtown garages owned and managed by LexPark, for a period of two years, effective July 1, 2025, at a cost not to exceed \$509,740. [Dept. of General Services, Ford]

**Notes:** RIO 6/25/2025. MS

SAF in the CCO. Returned to Sandra Lopez 7/2/2025. MS

**Sponsors:**

**Enactment Date:** 07/01/2025

**Attachments:** Memo LexPark Agreement - Employee Parking.pdf, LexPark Agreement for LFUCG Employees.pdf, RESO 0668-25 LFUCG Parking Agreement 4927-4884-2065 v.1.docx, R-356-2025, 195-2025 - 356-2025 - CONTRACT - 2025 - CLK - Contracts - 7-2-2025

**Enactment Number:** R-356-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Sandra Lopez

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/01/2025	Approved and Referred to Docket	Urban County Council	07/01/2025		Pass
1	Urban County Council	07/01/2025	Received First Reading	Urban County Council	07/01/2025		
1	Urban County Council	07/01/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/01/2025	Approved				Pass

### Text of Legislative File 0668-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington and Fayette County Parking Authority to provide parking access for LFUCG employees at downtown garages owned and managed by LexPark, for a period of two years, effective July 1, 2025, at a cost not to exceed \$509,740. [Dept. of General Services, Ford]

**Summary**

Authorization to enter into an Agreement with Lexington & Fayette County Parking Authority to provide parking access for LFUCG employees at downtown garages owned and managed by LexPark for a period of two years, effective July 1, 2025. This will secure parking for approximately 650 employees. At a cost of \$509,740. Funds are Budgeted. (L0668-25)(Ford)

Budgetary Implications: Yes

Advance Document Review:

**Law:**Yes, Completed by Gabriel Thatcher, 5-9-2025

**Risk Management:** No

Fully Budgeted: Yes in FY26 Budget

Account Number: Regular employees 1101-707201-0001-71252 \$369,740.00  
Police/Sworn 1101-505502-5521-71305 \$140,000.00

This Fiscal Year Impact: NA

Annual Impact: FY26 \$509,740.00

Project:

Activity:

Budget Reference:

Current Balance: \$509,740.00



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

**FROM:**   
Chris Ford, Commissioner of General Services

**DATE:** June 24, 2025

**SUBJECT:** Agreement with LexPark for LFUCG Employee Parking at Downtown Garages

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**Request:**

Request Council Authorization for the Mayor to enter into an agreement with Lexington & Fayette County Parking Authority to provide parking access for LFUCG employees at downtown garages owned and managed by LexPark. LFUCG will pay LexPark 80% of the market rate for Helix garage, at \$56 per month per employee (for Police only); 90% of the market rate for Helix and Transit Center garages, at \$63 per month per employee; and 100% of the market rate for Courthouse garage, at \$75 per month per employee.

**Purpose:**

LFUCG secures parking for approx. 650 employees with offices or workstations assigned at either the Government Center, Police Headquarters, Switow Building or Phoenix Building. This new agreement is for an initial term of 2 years, effective July 1, 2025.

**Budgetary Implication:**

FY26 budgeted expenses for Facilities & Fleet Management and Police total \$509,740.

**Are the funds budgeted?**

Yes, at 1101-707201-0001-71252 and 1101-505502-5521-71305

**File Number:** 0668-25

**Director/Commissioner:** Chris Ford



## AGREEMENT

THIS AGREEMENT, made and entered into on the \_\_\_\_ day of \_\_\_\_\_ 2025, 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 “LFUCG”) and the LEXINGTON AND FAYETTE COUNTY PARKING AUTHORITY (hereinafter the “Parking Authority”), with offices located at 162 East Main St., Suite 212, Lexington, Kentucky 40507.

WHEREAS, the Parking Authority was created pursuant to Article XIII, Chapter 2 of the Lexington-Fayette Urban County Government Code of Ordinances (the “Code”); and

WHEREAS the Code provides that the Parking Authority manages, operates and controls all parking meters in the urban county and is authorized to fix, set and proscribe reasonable rates, charges and expenses for parking at all meters, parking facilities or parking structures which it maintains, operates, owns or manages; and

WHEREAS, the Parking Authority and LFUCG had a previous agreement detailing the terms by which LFUCG paid Parking Authority in monthly parking fees which was terminated; and

WHEREAS, the Parking Authority and LFUCG have renegotiated the terms of said agreement wherein LFUCG has agreed to pay Parking Authority for a certain percentage of the market rate per assigned employee parking space instead of a set monthly fee; and

WHEREAS, the parties wish to memorialize this understanding through entering into this formal Agreement.

WITNESSETH:

That for and in consideration of the mutual promises and covenants herein expressed, LFUCG and the Parking Authority agree as follows:

1. This Agreement shall be for an initial term of two years commencing on an effective date of July 1, 2025. This agreement shall automatically continue to renew for additional periods of one year unless either party provides advance written notice to the other party of at least ninety (90) days indicating that it shall not renew the Agreement. In the event of a breach of the terms of this Agreement, either party shall have the right to terminate this Agreement, but only upon providing the other party with written notice of those items constituting the breach and further providing the breaching party with at least sixty (60) days to cure the violations.

2. LFUCG shall pay the Parking Authority for parking at the three parking garages that LFUCG employees utilize at the following rates:

a. Helix (Annex) Garage: 90% of the market rate per month per non-sworn employee, at \$63.00 per month per non-sworn employee (32 employees as of May 2, 2025).

b. Helix (Annex) Garage: 80% of the market rate per month per sworn (police) employees, at \$56 per month per sworn employee (186 sworn police employees as of May 2, 2025).

c. Transit Center Garage: 90% of the market rate per month per non-sworn employee, at \$63 per month per non-sworn employee (400 employees as of May 2, 2025).

d. District Courthouse Parking Facility: 100% of the market rate per month (no discount) per non-sworn employee, at \$75 per month per non-sworn employee (33 employees as of May 2, 2025).

3. That to the extent that there is any conflict with any other agreement (including but not limited to the Transfer Agreement between the parties dated April 26, 2012) the terms of this Agreement shall prevail.

4. All notices or other communications hereunder shall be sufficiently given, and shall be deemed given, when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as follows:

Lexington-Fayette Urban County Government

200 East Main Street  
Lexington, Kentucky 40507  
Attention: Commissioner of General Services

Lexington and Fayette County Parking Authority

Laura Boison, Executive Director  
162 East Main St., Suite 212  
Lexington, KY 40515

The parties may by notice designate any further or different addresses to which subsequent notices or other communications shall be sent.

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

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

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

LEXINGTON AND FAYETTE COUNTY  
PARKING AUTHORITY

BY: \_\_\_\_\_  
JAMES H. FRAZIER III, CHAIRPERSON

  
\_\_\_\_\_  
WITNESS OR NOTARY

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE LEXINGTON AND FAYETTE COUNTY PARKING AUTHORITY TO PROVIDE PARKING ACCESS FOR LFUCG EMPLOYEES AT DOWNTOWN GARAGES OWNED AND MANAGED BY LEXPARK, FOR A PERIOD OF TWO YEARS, EFFECTIVE JULY 1, 2025, AT A COST NOT TO EXCEED \$509,740.00 IN FY 2026.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with the Lexington and Fayette County Parking Authority to provide parking access for LFUCG employees at downtown garages owned and managed by LexPark, for a period of two years, effective July 1, 2025.

Section 2 – That an amount, not to exceed \$509,740.00 in FY 2026, be and hereby is approved for payment to the Lexington and Fayette County Parking Authority, from account #11101-707201-71252 (\$369,740.00) and account #11101-505502-71305 (\$140,000.00), pursuant to the terms of the Agreement, with future fiscal years contingent upon the appropriation of sufficient funds.

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

0668-25:TAH:4927-4884-2065, v. 1

RESOLUTION NO. 356 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE LEXINGTON AND FAYETTE COUNTY PARKING AUTHORITY TO PROVIDE PARKING ACCESS FOR LFUCG EMPLOYEES AT DOWNTOWN GARAGES OWNED AND MANAGED BY LEXPARK, FOR A PERIOD OF TWO YEARS, EFFECTIVE JULY 1, 2025, AT A COST NOT TO EXCEED \$509,740.00 IN FY 2026.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with the Lexington and Fayette County Parking Authority to provide parking access for LFUCG employees at downtown garages owned and managed by LexPark, for a period of two years, effective July 1, 2025.

Section 2 – That an amount, not to exceed \$509,740.00 in FY 2026, be and hereby is approved for payment to the Lexington and Fayette County Parking Authority, from account #1101-707201-71252 (\$369,740.00) and account #1101-505502-71305 (\$140,000.00), pursuant to the terms of the Agreement, with future fiscal years contingent upon the appropriation of sufficient funds.

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

PASSED URBAN COUNTY COUNCIL: July 1, 2025

  
MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL  
0668-25:TAH:4927-4884-2065, v. 1

AGREEMENT

THIS AGREEMENT, made and entered into on the 2 day of July 2025, 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 "LFUCG") and the LEXINGTON AND FAYETTE COUNTY PARKING AUTHORITY (hereinafter the "Parking Authority"), with offices located at 162 East Main St., Suite 212, Lexington, Kentucky 40507.

WHEREAS, the Parking Authority was created pursuant to Article XIII, Chapter 2 of the Lexington-Fayette Urban County Government Code of Ordinances (the "Code"); and

WHEREAS the Code provides that the Parking Authority manages, operates and controls all parking meters in the urban county and is authorized to fix, set and proscribe reasonable rates, charges and expenses for parking at all meters, parking facilities or parking structures which it maintains, operates, owns or manages; and

WHEREAS, the Parking Authority and LFUCG had a previous agreement detailing the terms by which LFUCG paid Parking Authority in monthly parking fees which was terminated; and

WHEREAS, the Parking Authority and LFUCG have renegotiated the terms of said agreement wherein LFUCG has agreed to pay Parking Authority for a certain percentage of the market rate per assigned employee parking space instead of a set monthly fee; and

WHEREAS, the parties wish to memorialize this understanding through entering into this formal Agreement.

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3. That to the extent that there is any conflict with any other agreement (including but not limited to the Transfer Agreement between the parties dated April 26, 2012) the terms of this Agreement shall prevail.

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Lexington-Fayette Urban County Government

200 East Main Street  
Lexington, Kentucky 40507  
Attention: Commissioner of General Services

Lexington and Fayette County Parking Authority

Laura Boison, Executive Director  
162 East Main St., Suite 212  
Lexington, KY 40515

The parties may by notice designate any further or different addresses to which subsequent notices or other communications shall be sent.

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

ATTEST:

*Deputy*  
*Mackenzie Stock*  
CLERK OF URBAN COUNTY COUNCIL

LEXINGTON AND FAYETTE COUNTY PARKING AUTHORITY

BY: *James H. Frazier III*  
JAMES H. FRAZIER III, CHAIRPERSON

*Si Bon*  
WITNESS OR NOTARY