

**LEASE AGREEMENT**

This **LEASE AGREEMENT** is made this 25<sup>th</sup> day of January, 2001, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "Lessor") and **CREECH SERVICES, INC.**, 4100 Heraldry Court, Lexington, Kentucky 40513, (hereinafter referred to as "Lessee.")

WHEREAS, Lessor requested proposals to lease and use twenty (20) acres of land in the borrow area of the Haley Pike Landfill located at 4172 Hedger Lane; and

WHEREAS, Lessee submitted the successful bid for this property;

NOW, THEREFORE, the parties agree as follows:

1. The Lessor leases to the Lessee twenty (20) acres of borrow land at the Haley Pike Landfill located on a portion of 4172 Hedger Lane, and more particularly described as:

Beginning at a point on baseline "A" at station 1004+34.68 thence N 90°00'00" W 128.72' to the point of beginning thence N 86°54'30" W 1260.52' to a point, thence N 12°55'23" E 885.56' to a point, thence S 73°24'19" E 1097.44' to a point, thence S 00°52'14" W 360.81' to a point, thence S 03°12'19" E 357.32' to the point of beginning. Note all bearings are based on landfill survey grid system.

The leased premises' dimensions may be slightly modified by agreement of the parties to square up the lot lines provided that the overall acreage and location remains essentially the same.

2. The term of the lease is five (5) years commencing on January 25, 2001, which term may be extended for an additional five (5)

year term upon agreement of both parties for the subsequent extension. Should Lessee desire to extend the term of this lease at the end of the original five (5) year term, written notice of such desire shall be delivered to the Lessor's Commissioner of Public Works by no later than ninety (90) days prior to the expiration of the first five (5) year term. The Lessor agrees to respond in writing within thirty (30) days of the receipt of the Lessee's written notice of desire to extend the agreement for another five (5) year term. Lessor further agrees that it will not unreasonably withhold permission to extend the Lease Agreement for one successive five (5) year term not exceeding a total ten (10) year lease period. At the end of the ten (10) year lease period Lessor agrees to either renegotiate the Lease Agreement or re-bid the lease of the subject property, subject to the Lessee's right of first refusal on the proposal the Lessor selects.

3. Lessee hereby agrees to pay the sum of Twenty Thousand Dollars (\$20,000.00) per year for the duration of this Lease Agreement to the Lessor. The first payment shall be due upon execution of the Lease Agreement and payable annually thereafter on the anniversary date of the execution of the Lease. In addition, Lessee agrees to pay Lessor a fee of ten cents (\$0.10) per bag. A bag will be based on 40 to 60 bags per ton. Payment will begin when Lessee deems it is viable to operate a bagging business.

4. If the Lessor terminates the Lease Agreement for reasons other than failure of the Lessee to fulfill any terms of the Lease Agreement or violation of any local or state law or regulation or condition imposed by the Board of Adjustment, Lessor agrees to pay Lessee an amount equal to the value of permanent improvements installed by the Lessee depreciated over twenty (20) years times the number of years

remaining to depreciate. Value of the improvements shall be based on actual cost, but are estimated to be One Million Dollars (\$1,000,000.00) (\$200,000.00 preparation, \$500,000.00 concrete pad, \$100,000.00 retention basin and \$200,000.00 building). Lessee shall provide receipts to Lessor to establish actual cost of the improvements prior to reimbursement. In any event reimbursement shall not exceed One Million Dollars (\$1,000,000.00) even if actual cost is higher than the estimated amount.

5. Lessor reserves the right to enter the leased premises to remove dirt stored on the site to be used as fill dirt on other parts of the landfill. The Lessor will notify the Lessee in advance when it will remove such dirt.

6. Lessee will use the leased premises solely for a composting facility primarily for horse and farm muck subject to obtaining a conditional use permit from the Board of Adjustment for such use. Lessee agrees to comply fully with every condition imposed by the Board of Adjustment and all other applicable state and local laws and regulations governing the operation of such use. No other materials shall be composted at the site without the written approval of the Department of Public Works. Lessee agrees not to sub-let the property to any other entity.

7. Lessee agrees to limit its hours of operation to those specified in the Request for Proposal except that Lessee may enter at other days and times as necessary to monitor and facilitate the composting operation. Lessee agrees that no members of the public or customers shall have access to the site but that access shall be limited exclusively to Lessee's employees and agents. Lessee agrees not to enter any portion of the landfill site other than the leased premises, scale and the roads leading to the leased premises. Lessee agrees to pay its share of landfill road

maintenance costs on a pro rata basis to be determined by the Lessor based on use. Lessor agrees to make improvements to the road before Lessee will be obligated to pay maintenance costs.

8. Lessee shall exercise its best efforts to implement odor control measures to minimize or eliminate noxious effects of composting activities outside the boundary of the leased premises. The maximum amount of unprocessed compost material on the site at any given time is limited to no more than one (1) acre not more than 10' high unless such material is in windrows. Prior to operation of any composting facility, Lessee shall design and implement a fire control plan which shall be approved in writing by the Lessor's Division of Fire prior to beginning composting operation on the site. The composting facility, should one be approved by the Board of Adjustment, shall be operated in conformity with the adopted Lexington-Fayette Urban County Government Solid Waste Plan, including accepting compost material only from Fayette and contiguous counties.

9. Lessee will not construct or install upon the leased premises any building, structure, or improvement unless specifically approved in writing by the Lessor's Commissioner of Public Works. Any approved buildings, structures or improvements erected by the Lessee on the premises shall be substantially constructed and shall be kept in good repair in presentable condition. Lessee further agrees to keep the premises in a clean and sanitary condition. Lessee agrees to keep the premises free from any additional brush, ground briars, thistles, or other noxious weeds.

10. Lessee shall be solely responsible for any site cleanup and preparation necessary for conducting its operation. Lessee shall also be responsible for any

necessary utility installation and all utility charges for the premises. Lessee shall secure and provide all safeguards, safety devices and protective equipment and take any other needed actions whatsoever on its responsibility and expense necessary to protect the life and health of all persons in conjunction with Lessee's operation and use of the leased premises. Lessee shall bear the risk of loss and shall be responsible for the security of its property and equipment on the premises. Lessee agrees to obtain a performance bond in the amount of \$100,000.00 to be on file in the Lessor's Department of Public Works prior to operation of any use on the site.

11. Lessee will comply with all applicable federal, state and local safety, health, environmental, zoning and sanitation laws, rules, regulations, and all conditions imposed by the Board of Adjustment. Lessee will, at its own expense, make all corrections, repairs or additions to said premises or facilities or operations which are necessary to insure compliance with such laws, rules, regulations, conditions and insurance.

12. Lessee agrees to pay the sum of \$2.00 per weigh to use the Lessor's scales at the landfill facility or Lessee may use its own scales and provide the Lessor with documentation of the tonnage of the material processed on the leased premises.

13. At any time during the term of this Lease Agreement or the renewal thereof, Lessee agrees to allow Lessor or any representative of the Lessor's choosing to enter the premises at reasonable times to inspect to ensure compliance with all applicable terms of this Agreement. If the Lessor detects any violation during said inspection, Lessor shall notify the Lessee in writing of the violation and Lessee shall take immediate steps to eliminate such violations. If, in the Lessor's judgment the steps

taken by the Lessee are not adequate or timely, Lessor, or its representative, shall be entitled to enter the premises and take whatever corrective actions Lessor deems necessary to eliminate the violation. Lessee hereby agrees to indemnify and hold Lessor harmless from any and all liability resulting from any violations of this Lease Agreement and agrees to reimburse Lessor for all actual costs and expenses incurred by the Lessor in eliminating such violations. Further, Lessee agrees that it will reimburse Lessor for and hold Lessor harmless from all fines or penalties made or levied against Lessor by any governmental agency or authority as a result of, or in connection with, Lessee's use of the premises of the facilities thereon, or as a result of any release of any nature into the ground or into the water or air by the Lessee from or upon such premises. Lessee agrees it will reimburse Lessor for and hold Lessor harmless from any and all costs, expenses, attorney's fees from all penalties and civil judgment incurred, entered, and assessed or levied against the Lessor as a result of Lessee's use of the premises or as a result of any release of any nature onto the ground or in the water or by air by Lessee from or upon the premises. Such reimbursement or indemnification shall include, but not be limited to, any and all judgments or penalties to recover the costs of cleanup of such release by Lessee from or upon the premises and all expenses incurred by the Lessor as a result of such civil action including, but not limited to, attorney's fees. Lessee agrees to indemnify and hold harmless the Lessor from any and all claims whatsoever that may be made against the Lessor as a result of any injury or damage to any person or property while in or about such premises or as a result of any damage or injury to person or property by virtue of the use or occupancy of said premises by the Lessee or anyone else with his permission or under his control.

The provisions of paragraph shall apply regardless of acquiescence or negligence thereof on the part of either party.

During the period of this Lease Agreement or the renewal thereof the Lessee shall keep in force an insurance policy providing that the Lexington-Fayette Urban County Government, its agents, employees, officers, consultants and elected officials as their interests may appear, are insured in the same manner as if a separate policy of insurance had been issued and including as minimum the following:

a. Each party agrees that the other party shall in no way be responsible for the debts of or liabilities for accidents or damage caused by the other party. Lessee agrees to indemnify and hold harmless the Lessor for any and all damages arising out of leased premises and that Lessee hereby agrees to maintain liability insurance in an amount satisfactory to the Division of Risk Management. Lessee will furnish Lessor a certificate of insurance from Lessee's insurer. Such insurance coverage shall be non-cancelable without thirty (30) days written notice to the Lessee and the Lessor.

14. If the Lessee shall violate any of the terms of this Lease Agreement Lessor may terminate the same by serving upon Lessee ten (10) days written notice of its election to do so provided that unless this Agreement is terminated as a result of a violation of a covenant of the Lessee, this Agreement shall remain in full force and effect subject to termination by the Lessor serving the Lessee sixty (60) days written notice of Lessor's election to do so only upon the occurrence of any one or more of the following events:

a. Lessee shall discontinue the use of said premises;

b. If, in the judgment of the Commissioner of Public Works, the maintenance or use of said premises by the Lessee unduly interferes with the operation and maintenance of the Lessor's landfill facility, or with present or future use of said premises by the Lessor for its purposes.

15. Upon the termination of this Lease Agreement for whatever cause, Lessee will vacate the premises immediately and leave the premises, including the subsurface, in as good order and condition as said premises may have been prior to the use and occupation thereof by the Lessee and free from holes, obstructions, debris, waste or contamination of any kind. Any improvements constructed on the site shall be considered the property of the Lessor, subject to reimbursement provided in Paragraph 4.

16. If Lessee fails to restore the premises as provided herein prior to the date that Lessee is required to vacate the leased premises, the Lessor may, at its option but at the sole cost and expense of the Lessee, restore or arrange to restore the surface and the subsurface to as good order and condition as said premises were prior to the use and occupation thereof by the Lessee. Lessee shall pay to the Lessor the total cost of such removal and restoration including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

17. No waiver by Lessor of any one breach of covenant or default by Lessee shall be construed as a waiver of any other subsequent breach or default upon the part of Lessee. Further, no declaration of termination of this Lease Agreement shall be construed to release Lessee from any covenant or obligation as to which Lessee may be in default at the date of such termination.



18. Lessee agrees to pay all costs and expenses including, but not limited to, reasonable attorney's and consultant's fees incurred by the Lessor in connection with enforcing the performance of the provisions of this Lease Agreement.

19. This Lease Agreement shall not be deemed to give rise to a partnership relationship and neither party shall have the authority to obligate the other without written consent except as specifically provided in this Lease Agreement.

20. This Lease Agreement is made specifically subject to the terms and conditions outlined in the Lessor's Request for Proposal and the submitted proposal by the Lessee which documents are attached hereto and incorporated herein by reference as Exhibits 2 and 3, respectively. To the extent there is a conflict between the two documents the Request for Proposals controls unless the Lease Agreement specifically addresses a particular term or condition, in which case the Lease Agreement controls.

IN WITNESS WHEREOF, the Lessor and Lessee sign this Lease Agreement on the day and year first above written.

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

BY:



PAM MILLER, MAYOR  
Pursuant to Resolution No. 33-2001

ATTEST:

  
LIZ DAMRELL, CLERK  
URBAN COUNTY COUNCIL

CREECH SERVICES, INC.

BY: Charles J. Creech  
CHARLES CREECH

ATTEST:

Francis M. Moberly

G:CW/lea001

# Lexington-Fayette Urban County Government Request for Proposals

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The Lexington-Fayette Urban County Government (LFUCG) hereby requests proposals to lease and use of approximately 20 acres of land in the borrow area of the Haley Pike Landfill located at 4172 Hedger Lane.

Sealed proposals to detailing the proposed use of the 20 acres will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington KY 40507, until 2:00 PM, prevailing local time, on November 29, 2000.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

**RFP #22-2000: Haley Pike Landfill – Use of 20 Acres from the Borrow Area**

If mailed, the envelope must be addressed to:

**Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington KY 40507**

Additional copies of this Request for Proposals are available from the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington KY 40507, (606) 258-3320, at no charge.

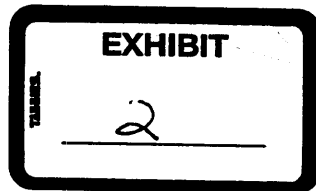
Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

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.



- (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 agreedupon 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 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 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**

**BIDDERS ARE CAUTIONED TO SIGN THE FORM OF PROPOSAL.**

**Signed by:**

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**Title:**

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**Firm:**

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**Address:**

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**Telephone:**

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**Date:**

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**General Information**

The area to be leased is:

Beginning at a point on baseline "A" at station 1004+34.68 thence N 90°00'00" W 128.72' to the point of beginning thence N 86°54'30" W 1260.52' to a point, thence N 12°55'23" E 885.56' to a point, thence S 73°24'19" E 1097.44' to a point, thence S 00°52'14" W 360.81' to a point, thence S 03°12'19" E 357.32' to the point of beginning. Note all bearings are based on landfill survey grid system.

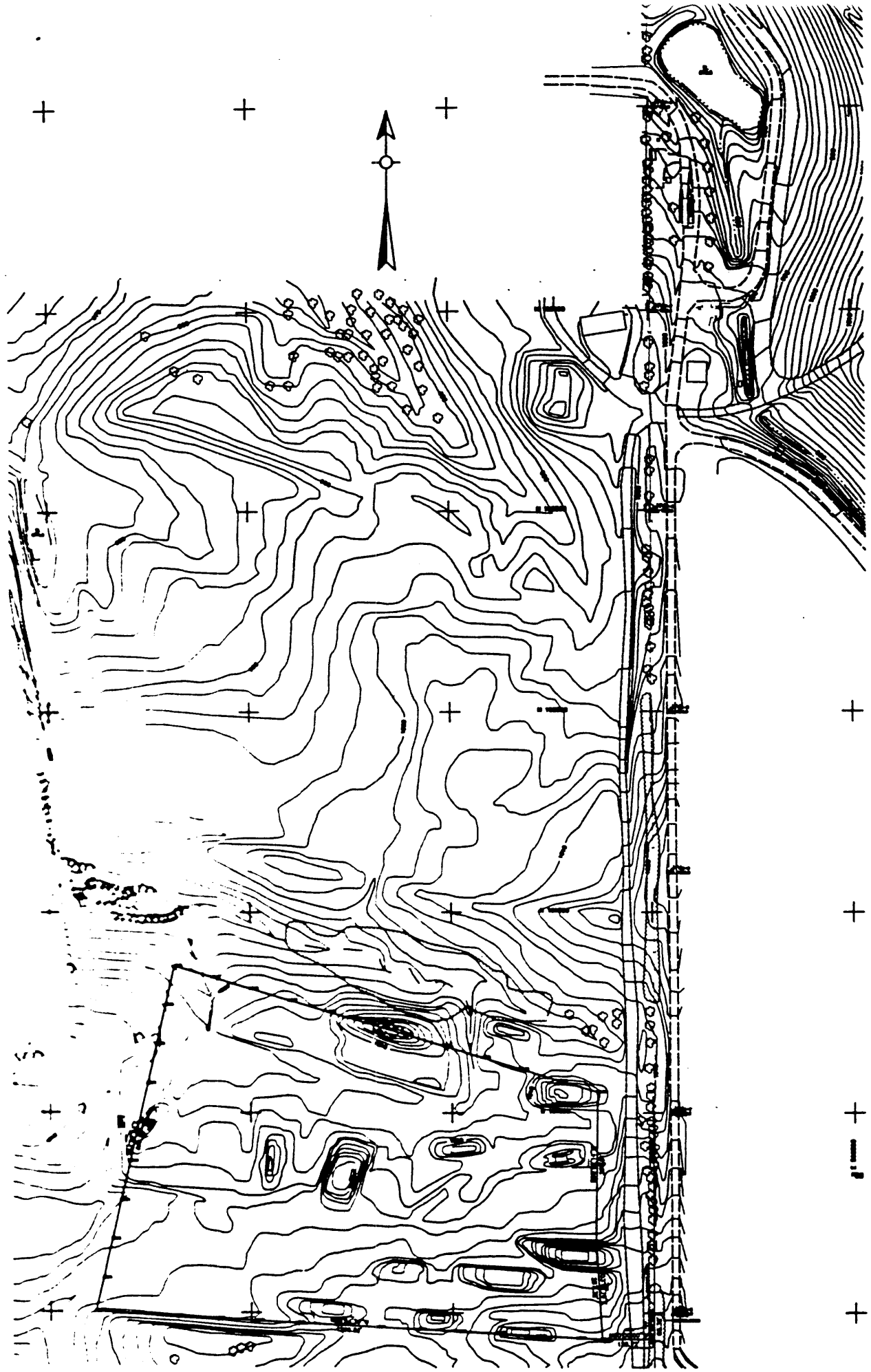
A walk-through of the 20 acres of borrow land at the Haley Pike landfill may be made Monday, November 13, 2000 through Friday, November 17, 2000 (excluding Saturday and Sunday) from 8:00 AM until 4:00 PM. Walk-throughs must be scheduled through Wayne Wells, Landfill Engineer at 606-258-3410.

All questions must be received by 4:00 PM, Friday, November 17, 2000, in the Division of Central Purchasing. The fax number is 606-258-3322; please direct all faxes to Brian Marcum. Responses to the questions will be mailed by Wednesday, November 22, 2000.

The proposer must submit one (1) master and eight (8) duplicates of their proposal for evaluation purposes.

## Landfill Muck Area – 20 Acres

Beginning at a point on baseline "A" at station 1004+34.68 thence N 90°00'00" W 128.72' to the point of beginning thence N 86°54'30" W 1260.52' to a point, thence N 12°55'23" E 885.56' to a point, thence S 73° 24'19" E 1097.44' to a point, thence S 00°52'14" W 360.81' to a point, thence S 03°12'19" E 357.32' to the point of beginning. Note all bearings are based on landfill survey grid system.





**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**

**EQUAL OPPORTUNITY AGREEMENT**

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**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.*

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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: \_\_\_\_\_

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

Categories	Total		White		Black		Other		Total	
	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: \_\_\_\_\_

Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

Parties who require assistance in developing an Affirmative Action Plan are encouraged to contact the Lexington-Fayette Urban County Government EEO Officer at 606/258-3115.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to DBE's. The goal for the utilization of certified DBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the EEO Officer and the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating DBE Subcontractors contact the following at 606/258-3261 or by writing the address listed below:

Janet Givens, Office of the Mayor  
Lexington-Fayette Urban County Government  
200 East Main Street - 12th Floor  
Lexington, Kentucky 40507

## REQUEST FOR PROPOSAL

The Lexington-Fayette Urban County Government's Department of Public Works is requesting proposals for the use of approximately 20 acres of land in the borrow area of the Haley Pike Landfill located at 4172 Hedger Lane.

The Lexington-Fayette Urban County Government is seeking a lease of one (1) year, with the option of 10 one (1) year renewals at the agreement of both parties.

1. The Bidder shall be responsible for obtaining all required business licenses, pertinent construction permits and any other permits required by State and Local agencies. The Contractor shall be responsible for furnishing the necessary engineering consultants to prepare the data and all documents to modify, if necessary, the Owner's current Landfill Permit with the state Division of Waste Management and any other essential environmental permits which may be required by the Division of Air, the Division of Water and any other regulatory agency. The permit application(s) will be submitted to the Lexington-Fayette Urban County Government's designated representative who will approve, give signature and tender them to the appropriate State agency.
2. The property to be leased is zoned agricultural-rural (A-R). All proposed uses are limited to those permitted in the A-R zone as a principal permitted use with attendant accessory uses or as a conditional use subject to Board of Adjustment approval. It shall be the successful bidder's responsibility to obtain a conditional use permit from the Board of Adjustment before operating any use requiring a conditional use permit. The successful bidder understands that the LFUCG must sign the conditional use permit application in its capacity as property owner without taking a position on the merits of the proposed use. It is the sole responsibility of the successful bidder to obtain the conditional use permit and comply fully with all the conditions imposed by the Board of Adjustment.
3. Construction of any facility or structure on the property shall be in accordance with specifications approved in advance by the Commissioner of Public Works. Should the proposed used require a conditional use permit the Board of Adjustment may modify the original specifications approved by the Commissioner of Public Works in accordance with applicable law and procedures governing conditional use permits. In any event, no construction shall occur on any facility or structure until after all approvals and permits have been obtained from applicable governmental agencies, boards, or divisions.
4. The successful Bidder shall be responsible for the cost of constructing and maintaining any entrance or access road from the landfill road into the leased property.
5. The successful Bidder shall share in the cost of maintaining the road leading to the landfill (Hedger Lane) and the road inside the landfill (landfill road) leading to the entrance of the leased property.
6. The successful Bidder will be allowed access to the leased property only during the operating hours of the landfill, which are:

Monday thru Friday 7:15 a.m. to 5:00 p.m.  
Saturday 7:15 a.m. to 1:00 p.m.

Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as quality of work and ability to meet schedules.

Degree of local employment to be provided by the person or firm in the performance of the contract.

**Disadvantaged Business Enterprise (DBE) Notice**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to DBE's. The goals for the utilization of certified DBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating DBE subcontractors contact the following Urban County Government agency:

**Division of Housing and Community Development  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
606-258-3070**

# Creech Services, Inc.

4100 Heraldry Court, Lexington, Kentucky 40513, U.S.A.

Office: (859) 293-6658, Fax: (859) 293-6397

E-mail:[qualityhay@creechhay.com](mailto:qualityhay@creechhay.com) Web Site:[www.creechhay.com](http://www.creechhay.com)

28 November 2000

## Proposal for:

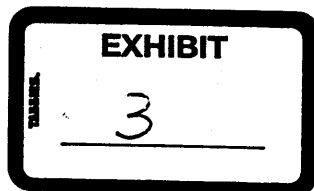
**Lexington-Fayette Urban County Government**  
- Request for Proposal -

**RFP #22-2000: Haley Pike Landfill – Use of 20 Acres from the Borrow Area**

To lease approximately 20 acres of land in the Borrow Area of the Haley Pike Landfill located at 4172 Hedger Lane.

Creech Services, Inc. submits the following proposal to the attention of:

**Purchasing Director**  
**Lexington-Fayette Urban County Government**  
**Room 338, Government Center**  
**200 East Main Street**  
**Lexington, Kentucky, 40507**



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  - 2> Performance Record.
  
- [C] Equal Employment Opportunity,  
Affirmative Action Plan, and  
Disadvantaged Business Enterprise Notice.
  
- [D] Drawings and Maps.



## Proposed Use of 20 Acres from the Borrow Area

Creech Services, Inc., in the process of locating a composting site, proposes to lease 20 acres in the Borrow Area. Creech Services, Inc. (CSI) will construct a 5 acre concrete pad with a no discharge retention basin and a metal building. The 5 acre concrete pad will be constructed as a composting pad and will have a 3% slope that will direct runoff water to a retention basin. The retention basin will satisfy EPA and Water related regulations as well as provide recycled water for the composting process. A metal building up to 10,000 sq. ft. will be constructed that houses the office, machinery storage, and shop area. We have purchased a top quality row composting machine, manufactured by Frontier, that we intend to use on the leased Borrow Area. Our expectations for the Frontier were surpassed when we turned the yard waste on the LFUCG yard waste pad at the landfill. We have the ingredients to operate a successful composting facility. We have a certified staff. We have equipment such as the Frontier row turner, articulating wheel loaders, and tractor trailers. The financing for this project has been approved.

This proposal is made with the knowledge that the Borrow Area must first be leased to CSI in order to obtain all of the proper licenses, permits, zoning etc. CSI, upon leasing the borrowed area will use its best efforts to obtain all the necessary licenses, permits, zoning etc. CSI will wish to forfeit the borrow area lease if a regulatory agency refuses to grant a license, permit, zoning etc. therefore causing diminished business interest.

CSI requests that, due to the substantial investment in permanent improvements, the Borrow Area have an initial 5 year lease with 3 additional options to renew of 5 years each ( 20 years total ) as long as the composting business is viable.

- 1> This proposal is subject to all business licenses and construction permits required by federal, state and local agencies. Currently CSI employs 2 State of Kentucky certified compost operators.

- 2> We feel that the borrow area is the ideal site for a composting facility. The City sited it's own yard waste facility next to the Borrow Area. We understand that it is our sole responsibility to obtain a conditional use permit on an A-R zone and must comply fully with all of the conditions imposed by the Board of Adjustment. Prior to construction of our muck baling plant at the Kentucky Horse Center on Paris Pike we were successful at obtaining a variance on an agricultural zone that allowed us to operate.
  - 3> CSI will refrain from any construction upon the Borrow Area until it is clear that all appropriate licenses, permits, zoning etc. have been awarded. We agree to comply to the specifications outlined by the Commissioner of Public Works as well as the restrictions placed on the conditional use permit issued by the Board of Adjustments. Construction on the Borrow Area is also dependant on the success of receiving State and Federal Water and EPA permits.
  - 4> CSI agrees to pay for the construction and maintenance of a connecting road from the borrow area to the landfill road.
  - 5> CSI agrees to share in the cost of maintaining the portion of Hedger Lane and landfill road that we use on a pro-rated basis. The share of the cost will be the percentage of tons moved over the roads by CSI as compared to the total tons moved by all other road users. Roads constructed by CSI will be maintained by CSI.
  - 6> Operating hours of Monday through Friday 7:15 a.m. to 5:00 p.m. and Saturday 7:15 a.m. to 1:00 p.m. will be observed by CSI for its large truck hauling. CSI wishes to have access to the borrow area after hours and on Sunday for its maintenance personal and the likely event that the compost rows may need to be turned. We will not be permitted to access the landfill road after hours without a certified landfill operator on site, therefore CSI requests a key to Hedger Lane and a key to the Airport Road that will allow us access to the leased Borrow Area.
  - 7> LFUCG personnel and contractors may access the leased borrow area but must be restricted to vehicles and equipment that will not damage the concrete pad. No heavy equipment.
-

- 8> CSI will pay the full amount of rent at the beginning of each lease year. Rent will be due when it is clear that all appropriate licenses, permits, zoning etc. have been awarded to CSI. We propose to pay \$ 1,000.00 an acre per year ( \$ 20,000.00 per year ) as rent.
- 9> The Lexington-Fayette Urban County Government will incur absolutely no cost for this project nor share in profits.
- 10>CSI will at all times maintain substantial levels of insurance and will hold the landlord harmless. CSI will name landlord as additional insured and will mail certificates of insurance to landlord as proof. Insurance will not be limited to but will include a package policy (buildings, equipment, trucks, trailers, autos, product liability), employee health insurance, workmans compensation and an umbrella policy.

## **Site preparation and possible future expansion.**

- 1> **CLAY** – CSI wishes to use the existing CLAY on the leased Borrow Area as fill to grade the slope of the concrete pad.
- 2> **TOP SOIL** – CSI wishes to keep the existing TOP SOIL as an additive to its composted material. Otherwise, CSI wishes that the Landlord pay to move and store the TOP SOIL on area other than the leased Borrow Area.
- 3> **FUTURE EXPANSION** – CSI wishes, with successful growth of the composting business, to enlarge the concrete pad up to 15 acres and to construct additional buildings that will hold compost ingredients.

BIDDERS ARE CAUTIONED TO SIGN THE FORM OF PROPOSAL.

Signed by:

*Charles J. Creech*

Title:

PRESIDENT

Firm:

CREECH SERVICES, INC.

Address:

4100 HERALDRY COURT

LEXINGTON, KY 40513

Telephone:

859-293-6658

Date:

NOVEMBER 27, 2000

**AFFIDAVIT**

Comes the Affiant, CHARLES T. CREECH, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is CHARLES T. CREECH and he/she is the individual submitting the proposal or is the authorized representative of CREECH SERVICES, INC, 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.

Charles J. Creed

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Charles J. Creed on this the 27<sup>th</sup> day of NOVEMBER, 2000.

My Commission expires: 8-23-2004

Norman E. Duncan  
NOTARY PUBLIC, STATE AT LARGE

# Creech Services, Inc.

4100 Heraldry Court, Lexington, Kentucky 40513, U.S.A.

Office: (859) 293-6658, Fax: (859) 293-6397

E-mail:[qualityhay@creechhay.com](mailto:qualityhay@creechhay.com) Web Site:[www.creechhay.com](http://www.creechhay.com)

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## **Creech Services, Inc. Workforce**

### **Administrators:**

Tom Creech, President  
Gatewood Gay, Secretary - Treasurer

### **Professionals:**

Tom Keene  
Donnie Brown  
Paul Miller  
Todd Brown

### **Office/Clerical:**

Norman Duncan  
Kelly Johnson  
Carrie Brown

### **Skilled Craft:**

Danny Burford  
Ed Fielder  
Kevin Donathan  
James Johnson  
Wallace McCowan  
Jeff Roark

### **Service/Maintenance:**

Harry White  
Brad Florence

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## CHARLES T.(TOM) CREECH

4100 Heraldry Court  
Lexington, KY 40513

Work Phone 859-293-6658  
Home Phone 859-231-7013

### WORK HISTORY

- 1970-2000 Creech Coal Company  
Purchased father's coal business in Lexington. Sub-contracted coal delivery to the University of Kentucky, Eastern Kentucky University and the Blackburn Correctional Institute*
- 1976-1980 Sales, Brumfield Hay & Grain  
Established sales program to local farms*
- 1980-2000 Established, Charles T. Creech, Inc.  
Provide hay and straw to local horse farms ( See History Charles T. Creech, Inc.)*
- 1987-2000 Established, Creech Services, Inc.  
Remove used horse bedding from local horse farms  
(See History Creech Services, Inc.)*

### EDUCATION

- 1965-1969 Graduate, Lafayette High School  
1970 Attended Georgetown College*

### PERSONAL

Born May 05, 1950  
Married, Ellen Noble  
Children: Dana Student University of Kentucky - Full Academic Scholarship  
Christopher Student Lexington Christian Academy

### MEMBERSHIPS

Southland Christian Church  
Director, National Hay Association  
US Composting Council  
Kentucky Thoroughbred Farm Managers Club  
Thoroughbreds Owners & Breeders Association  
Kentucky Highway Contractors Association

J. Gatewood Gay II  
1781 Tates Creek Road  
Lexington, Kentucky 40502  
*Home Phone 859-266-3298*  
*Work Phone 859-255-6315*

### **WORK HISTORY**

- 1982 – 2000 *Secretary/Treasurer of Charles T. Creech, Inc. and Creech Services, Inc.*  
Corporate duties, local and export sales.
- 1979 – 1982 *Model planner, Clarke Equipment Company, Georgetown, Kentucky*  
Production Control Department, planned builds for 5 models of fork lifts.

### **EDUCATION**

- 1974 – 1979 *College, University of Kentucky, Bachelor of Business Administration degree*  
1971 – 1974 *High School, Blue Ridge School, Charlottesville, Virginia*

### **PERSONAL**

*Born, Lexington, Kentucky, October 10, 1955*  
*Married, Ann Geddes, August 16, 1980*  
*Children: Mimi Student, Henry Clay High School*  
*Elizabeth Student, Cassidy Elementary*

### **MEMBERSHIPS/ACTIVITIES**

Christ Church Episcopal Cathedral  
Stephens Ministry  
Big Brother in the Big Brothers/Big Sisters of the Bluegrass ( 15 years )  
Kentucky Thoroughbred Farm Managers Club  
Golf, Sporting Clays, Alpine Skiing

## Thomas C. Keene

1396 Glenview Drive  
Lexington, KY 40514  
Home Phone (859) 224-4673  
Work Phone (859) 293-6658

### WORK HISTORY

1989-2000

*Manager-Broker - Creech, Inc., Lexington, KY*

Responsibilities include nationwide sales, purchasing, inventory control, management and research. Certified Composter in the state of Kentucky.

1988-2000

*Owner - Keene and Associates, Lexington, KY*

Soil Sampling and Consulting to local Thoroughbred Farms

07/85-4/88

*Maintenance and Agricultural Manager - North Ridge Farm, Lexington, KY*

Responsible for all non-equine services, including ordering and purchasing all hay and straw, building maintenance, electricity, plumbing, procurement of farm vehicles, budgeting, and upkeep of pastures and lawn area. Implemented and brought on-line computer programming designed to track hay and straw storage, inventory, purchasing, and other expense accounts.

05/79-07/85

*Maintenance and Agricultural Manager - Spendthrift Farm, Lexington, KY*

Supervised a staff of 75 in the implementation of all non-equine aspects of the maintenance and agricultural systems of 2,400 acre, world renowned thoroughbred horse farm. Also responsible for purchasing all hay and straw (between 500-1,000 tons annually).

### EDUCATION:

B.S., Production Agriculture, University of Kentucky, 1979.  
Minor in Agricultural Economics

### PROFESSIONAL MEMBERSHIPS:

Director, Kentucky Forage and Grasslands Council  
Director, National Forage Testing Association  
Vice-President, American Forage and Grasslands Council  
Treasurer, American Forage and Grasslands Foundation

Stevan A. Brockman  
402 Buckingham Pl.  
Shorewood, Il. 60431  
*Home Phone: (815)-744-1311*  
*Farm Phone: (815)-695-5383*

## **WORK HISTORY**

- 1984-2000 Working Manager, Compost Products, Inc., a 120 ton/day finished Compost facility for Campbell Soup Co.
- 1963-1984 Farmhand to manager, O'Reilly Farms. Farming, trucking and compost.

## **EDUCATION**

- 1971-1973 University of Illinois, Bachelor Degree in Science and Agronomy. Minor-Plant Physiology.
- 1971-1973 Joliet Junior College
- 1965-1969 Joliet East High School

## **CONTINUING EDUCATION**

Masters degree in plant biochemistry expectantly in 2002 or 2003.  
Meetings, seminars and workshops devoted to compost and biosolids composting exclusively.

## **PERSONAL**

Born Jan. 12, 1951  
Married 26 years  
Soc Sec # 357-44-5773

## **MEMBERSHIPS/ACTIVITIES**

- 2000 New member of the U. S. Compost Council.
- 1997-2000 Consultant to the U. S. Compost Industry.
- 1990-1994 Select supplier to Campbell Soup Co.
- 1997-2000 President of Subdivision Homeowners Association, 165 homes.
- 1988 Received class K wastewater treatment licenses, State of Illinois  
Renews each year.
-

## **Charles T. Creech, Inc. History**

Charles T. Creech, Inc.(CTC) a locally owned and operated company began operation in 1980. The company mission was to provide the local area horse farms with consistent, high quality hay and straw for their valuable thoroughbred horses.

In business for 20 years now, the company has realized extensive growth. CTC not only provides hay and straw locally but also nationwide as well as overseas. The primary overseas customers (major trainers in England and the United Arab Emirates' Maktoum Family) were natural extensions of their farms located here in the Lexington area.

As the company began to grow and expand in the mid-1980's, more and more farms were asking the question, "Creech you furnish us with all of this straw, find a way for us to get rid of this muck". So, in 1987 Tom Creech started a new company called Creech Services, Inc. which was dedicated to helping the farms get rid of their muck (see Creech Services, Inc. History).

Some of the locally based farms that CTC now services include:

Calumet Farm  
Patchen Wilkes Farm  
Gainesway Farm  
Overbrook Farm  
Walmac Farm  
Ashford Stud  
Pin Oak Farm  
Lanes End Farm

Claiborne Farm  
Darby Dan Farm  
Middlebrook Farm  
Raceland Farm  
Creekview Farm  
Shadwell Farm  
Adena Springs Farm

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As you can see, CTC has an enormous responsibility to these farms and many more, to continue to provide them with their hay and straw needs as well as muck removal. Rest assured that this responsibility to the thoroughbred community is held in the highest regard and CTC remains committed more so than ever as the thoroughbred industry continues to thrive and grow in the Lexington Area.

## **Creech Services, Inc. History**

Creech Services, Inc. (CSI), a locally owned and operated company, began operations in 1987. At that time, the company's goal was to help the local area horse farms solve their muck disposal problem. Not only did the company help get it off of their farms, the muck was actually being shipped out of state.

Initially, CSI secured a five-year contract with Campbell's Farms, a division of Campbell's Soup. CSI was the first company ever to secure more than a one-year contract with Campbell's. The first contract called for CSI to supply 10,000 tons of used horse bedding (muck) per year to 6 of Campbell's farms east of the Mississippi River. Shortly thereafter the contract began to grow and reached 30,000 tons per year two years later. CSI also won Campbell's highest supplier award, "The Select Supplier Award" in 1989 and four consecutive years thereafter. This award was only given to less than one percent of Campbell's 3500 raw product suppliers.

In addition to sending muck to the mushroom farms, CSI has also participated in several research studies using the muck as a primary constituent in those studies. The first study took place in Western Kentucky on an abandoned slurry pond in May of 1989. It was done in conjunction with the University of Kentucky Forestry Department along with the State's Abandoned Mine Lands Division. The study attempted to revegetate this pond using available organic materials rather than moving massive amounts of soil to cover the pond. The study was very successful and the muck compared favorably or better than the other organic materials used in the study. Today the area still remains totally revegetated.

Another project was done in conjunction with Dr. Richard Barnhisel at the University of Kentucky Agronomy Department. This project was also

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Another section of the company now includes the spreading of the muck on pasture ground and rebaling it in small square bales in order for the local contractors who do highway seeding to be able to use the product.

As you can see, Creech Services, Inc. has in the past and continues today, to try new and innovative ways to use this by-product of the horse industry, a horse industry that is synonymous with Lexington and the surrounding area. Creech will continue to use new and other innovative techniques with the current composting operation that is under consideration.

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EQUAL OPPORTUNITY AGREEMENT

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.*

Charles J. Creech  
Signature

CREECH SERVICES, INC.  
Name of Business

# **Equal Employment Opportunity**

## **Our Equal Employment Opportunity Policy**

We are aware that the cold harsh experience of discrimination is troubling to those confronted with it.

We provide equal opportunity in employment for all qualified persons for hire and subcontractors. We prohibit discrimination because of race, color, creed, national origin, sex, and age.

We agree to comply with The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640)

Equal employment opportunity is flourishing at CSI. We have a diversified workforce. We hire new employees based on their current skills and the training they will accept to gather additional skills. If you want the job and have the skills, or are willing to gain the skills, you are welcome at CSI.

## Affirmative Action Plan

Creech Services, Inc. considers it beneficial to the community if the employees of the company represent a cross section of the community. Every qualified person should have the opportunity to gain skills and acquire jobs based only on their abilities and willingness to learn. Our subcontractors are screened only by their ability to perform their tasks.

Creech Services, Inc. adopts the Affirmative Action Policy of the Lexington-Fayette-Urban-County Government.

Our goal is to have our workforce represented by 10% or more of the available diversified workers. We have already achieved our goal.

### Recent Successes:

CSI actively seeks candidates from a diverse pool and we are successful at attracting a diverse workforce. Please see our "Current Workforce Analysis Form". Considering we have only 17 employees our workforce includes 3 employees age 50 or more years old, 2 black employees, and 2 female employees.

CSI uses subcontractors that have diverse workforces. Although we do not use subcontractors on a regular basis the following are being used on a current construction project:

- A> Thornberry, Inc.  
Erect metal building, \$100,000.00+(not completed)  
Crew of 4 males, 2 are Mexican.
  
  - B> William Hepburn Electric.  
Install wiring, lights, and ground, \$20,000.00+(not complete).  
Crew of 3 males, 1 is Black.
-

# **Disadvantaged Business Enterprise Notice.**

*Creech Services, Inc. adopts the Affirmative Action Policy of the Lexington-Fayette-Urban-County Government.*

Creech Services, Inc., when subcontracting, has a goal to include at least 10% Disadvantaged Businesses. We prohibit discrimination because of race, color, creed, national origin, sex, and age.

We are sensitive to the needs of Disadvantaged Businesses. Every opportunity will be available to diversely owned and operated businesses. Businesses will be considered for subcontracting based only on their ability to add economic value as well as our goal to include 10% Disadvantaged Businesses.

Creech Services, Inc. uses its own workforce for the vast majority of its business and does not depend on subcontracting. Creech Services, Inc. has a diversified workforce as depicted in our "Workforce Analysis Form" found in this section.

**WORKFORCE ANALYSIS FORM**

Date: 11 / 27 / 2000

Name of Organization: CREECH SERVICES, INC.

Name of Organization:

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	2								
Professionals	4								
Superintendents									
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	3	1	2						
Skilled Craft	6	5		1					
Service/Maintenance	2	1		1					
<b>Total:</b>	<b>17</b>	<b>13</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>			

Prepared by: Charles R. Creel Date: 27 NOV 00  
Name & Title

**General Information**

**The area to be leased is:**

**Beginning at a point on baseline "A" at station 1004+34.68 thence N 90°00'00" W 128.72' to the point of beginning thence N 86°54'30" W 1260.52' to a point, thence N 12°55'23" E 885.56' to a point, thence S 73°24'19" E 1097.44' to a point, thence S 00°52'14" W 360.81' to a point, thence S 03°12'19" E 357.32' to the point of beginning. Note all bearings are based on landfill survey grid system.**

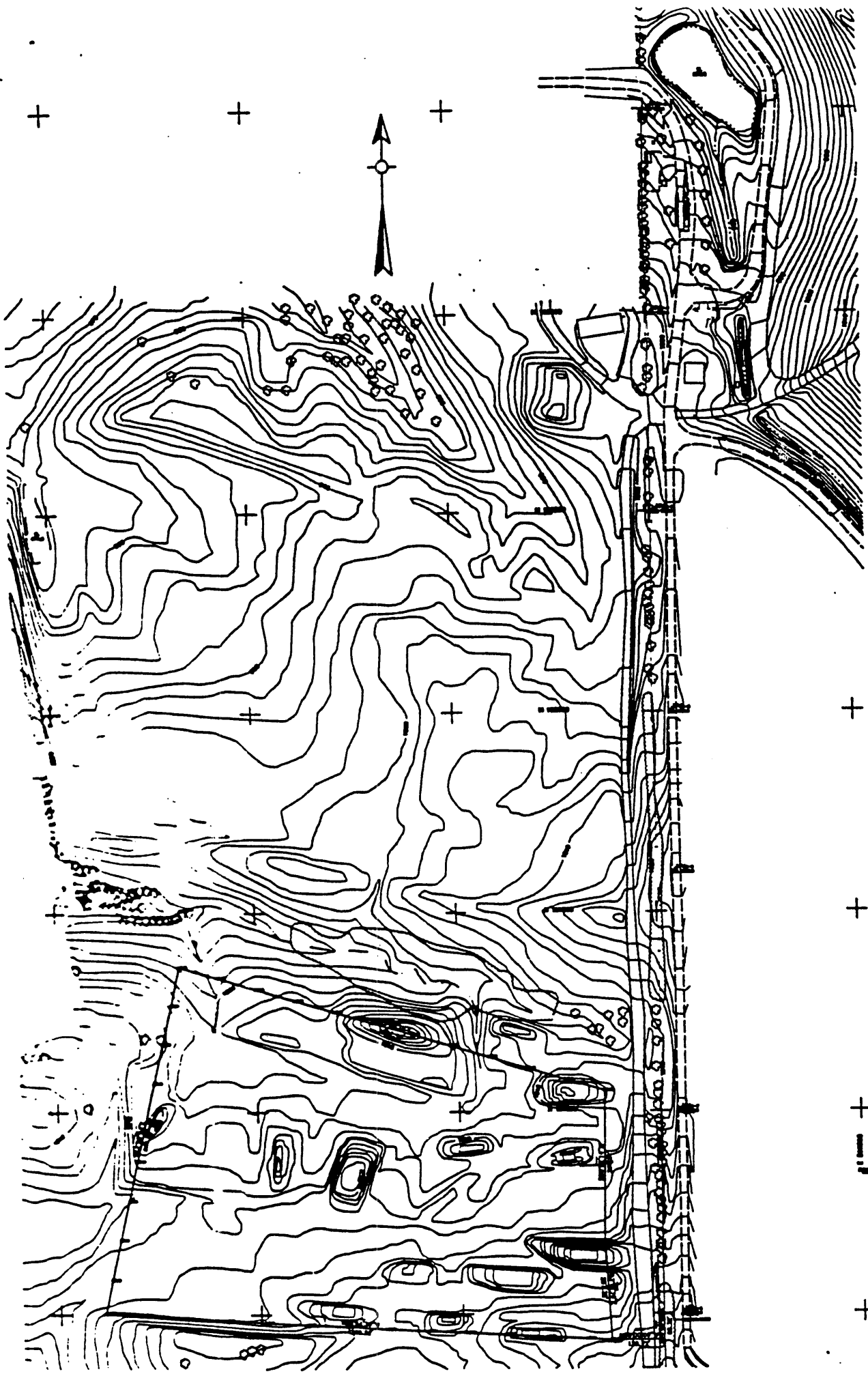
**A walk-through of the 20 acres of borrow land at the Haley Pike landfill may be made Monday, November 13, 2000 through Friday, November 17, 2000 (excluding Saturday and Sunday) from 8:00 AM until 4:00 PM. Walk-throughs must be scheduled through Wayne Wells, Landfill Engineer at 606-258-3410.**

**All questions must be received by 4:00 PM, Friday, November 17, 2000, in the Division of Central Purchasing. The fax number is 606-258-3322; please direct all faxes to Brian Marcum. Responses to the questions will be mailed by Wednesday, November 22, 2000.**

**The proposer must submit one (1) master and eight (8) duplicates of their proposal for evaluation purposes.**

## Landfill Muck Area – 20 Acres

Beginning at a point on baseline "A" at station 1004+34.68 thence N 90°00'00" W 128.72' to the point of beginning thence N 86°54'30" W 1260.52' to a point, thence N 12°55'23" E 885.56' to a point, thence S 73° 24'19" E 1097.44' to a point, thence S 00°52'14" W 360.81' to a point, thence S 03°12'19" E 357.32' to the point of beginning. Note all bearings are based on landfill survey grid system.









LYNDON PROPERTY INSURANCE COMPANY *R-33-2001*

PERFORMANCE BOND

Bond No. CSB0201264

KNOW ALL MEN BY THESE PRESENTS, That we, the Undersigned (name and address) Creech Services, Inc.

4100 Heraldry Court, Lexington KY 40513

(hereinafter called "Principal") and LYNDON PROPERTY INSURANCE COMPANY, having its home office in St. Louis, Missouri, as Surety (hereinafter called "Surety") are held and firmly bound unto (complete name and address) Lexington Fayette Urban County Government, 200 E Main Street, Lexington KY 40507

(hereinafter called "Obligee") in the penal sum of One Hundred Thousand Dollars (\$ 100,000.00 ) Dollars, for the payment of

which well and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, trustees in Bankruptcy, successors, and assigns.

WHEREAS, the above named Principal did, on the 1st day of January, 2001, enter into a Contract with the Obligee for (complete project description and location) "AS PER LEASE AGREEMENT DATED JANUARY 1, 2001, SUBJECT TO ANNUAL RENEWAL"

Said Contract ("the Contract" or "Contract") is incorporated herein by reference;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that; if the said Principal shall timely and faithfully perform the Contract according to its terms, and the Obligee having strictly performed, then this obligation shall be void; otherwise the same shall remain in full force and effect.

1. Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, Surety, at Surety's option, may: (1) indemnify the Obligee for the cost to complete the uncompleted portions of the Project, or (2) promptly remedy the default, or (3) promptly complete the Contract in accordance with its terms and conditions, or (4) promptly arrange for the completion of the Contract in accordance with its terms and conditions; provided, however, that as a condition precedent to the Surety's completion obligation the Obligee will make available to the Surety, pursuant to the Contract terms, as the Work progresses, the unpaid balance of the Contract price, including all retainages or retained percentages held by the Obligee. The term "balance of the Contract price" as used herein shall mean the total amount payable by the Obligee to the Principal, including all retainages, under the Contract and any amendments thereto, less all amounts properly paid to the Principal.

ADDITIONAL CONDITIONS AND LIMITATIONS

2. All Contract proceeds payable to the Principal, its heirs, successors, assignees, or trustees (including trustees in Bankruptcy) are acknowledged by the Obligee, the Principal and the Surety to be trust funds for the benefit of the Claimants or the Obligee herein designated or in the event of default, the Surety.

3. As a condition precedent to the Surety's Performance obligations herein contained, the Obligee shall be required to send to the Surety a simultaneous copy of any and all cure notices sent to the Principal or required by the Contract to be sent to the Principal. Failure to so notify the Surety on a timely basis of any such cure notice shall obligate the Obligee to the Surety for any damages the Surety may incur by reason of said failure. Such damages may include but not be limited to, losses, costs, fees, expenses, attorney's and/or expert's or consultant's fees and shall release the Surety Pro Tanto for losses incurred, increased or enhanced by said failure to or delay in notification on the part of the Obligee.

4. No provision of this Bond shall be construed by the Obligee, nor by any party to obligate the Surety to any obligation of the Principal for any accident, occurrence, injury, damage, loss, expense, fee, including attorney's fees, cost or any other obligation, which was, could or should have been separately insured against. Further, and in no event shall this Surety Bond be construed as a contract of insurance, nor as excess insurance coverage over any valid and collectible insurance, or any other Surety Bond.

5. The Surety shall have no obligation or liability under any provision of this Bond to the Obligee or any Claimant for any delay to the Work nor any accident, occurrence, injury, damage, including liquidated damages, loss, cost, expense or fee, including attorney's, consulting, architectural or engineering fees, due to any environmental hazardous, or toxic problem, exposure or material existing or found to exist or to have been generated at any time by any person on or in the site of the Work or any portion of the Work.

6. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee, but to no others.

7. No suit, action, or proceedings shall be brought hereunder by the Obligee unless as a condition precedent, it shall have been commenced within two (2) years from the earlier of the date of the completion of said Contract or the date of substantial completion, or the date of beneficial use or occupancy by the Obligee or owner.

8. Venue for any suit, action, or proceeding concerning any Project located within the geographic boundaries of the Commonwealth of Kentucky, and brought by the Obligee or by any person shall be in any appropriate Court having within its jurisdiction, Fayette or Franklin County, Kentucky.

9. Suits on or involving any Project located outside of the geographic boundaries of the Commonwealth of Kentucky, shall be brought in any Court having within its jurisdiction the County in which the Project is located.

Signed this 29th day of March, 2001.

Creech Services Inc.  
PRINCIPAL

BY: Charles J Creech  
PRESIDENT

Title

LYNDON PROPERTY INSURANCE COMPANY (Seal)

BY: Sandy Q Black  
Sandy Q. Black Attorney-In-Fact

WITNESS Gatewood Jay 03 APR 01

WITNESS Bruna S Stickerof



POWER OF ATTORNEY

16-016

KNOWN ALL MEN BY THESE PRESENTS, that LYNDON PROPERTY INSURANCE COMPANY, a Missouri Corporation, having its principal office in St. Louis, Missouri pursuant to the following resolution, adopted by the Board of Directors of the Corporation on the 27<sup>th</sup> day of January, 1983.

RESOLVED, Pursuant to Section 3.1 and 4.12 of the By-laws, the following Rules shall govern the execution of the Corporation of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President or any Vice President or Assistant Vice President, the Secretary or Assistant Secretary, the Treasurer or Assistant Treasurer or any Attorney-in-Fact may execute for and in behalf of the Corporation any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary or Assistant Secretary, and the seal of the Corporation affixed thereto; and that the President, any Vice President or the Secretary or Assistant Secretary may appoint and authorize Attorneys-in-Fact to execute or to the execution of all such writings on behalf of the Corporation and to affix the seal of the Corporation thereto. The Secretary or Assistant Secretary may not both execute and attest the same bonds, undertakings, recognizances, contracts and other writings of the Corporation.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Corporation in any case as though signed by the President and attested by the Secretary.
- (3) The signature of the President, or any Vice President or Assistant Vice President, the Secretary or Assistant Secretary, or the Treasurer or Assistant Treasurer and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation.
- (4) Such Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-laws of the Corporation, and any affidavit of record of the Corporation necessary to the discharge of their duties.

This Power of Attorney is signed and sealed in facsimile under and by the authority of the above Resolution.

DOES HEREBY MAKE, CONSTITUTE AND APPOINT: Chris P. Barnett, Sandy Q. Black, William F. Cowgill, Jr., Teresa L. Robinson

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred in its name, place and stead to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, without power of redelegation as follows:

Bonds guaranteeing the fidelity of persons holding places of public or private trust, guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, provided the amount of no one bond exceeds Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00); and to bind LYNDON PROPERTY INSURANCE COMPANY thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of LYNDON PROPERTY INSURANCE COMPANY, and all the acts of said Attorney(s)-in-Fact pursuant to the authority herein given are hereby ratified and confirmed.

In Witness Whereof, LYNDON PROPERTY INSURANCE COMPANY of St. Louis, Missouri, has caused this Power of Attorney to be signed by its President and its Corporate seal to be affixed this 12<sup>th</sup> day of March, 1999.

State of Missouri  
County of St. Louis ss:



LYNDON PROPERTY INSURANCE COMPANY

BY: Roland G. Anderson  
ROLAND G. ANDERSON, President

On this the 12<sup>th</sup> day of March, 1999, before the subscriber, a Notary Public of the State of Missouri in and for the County of St. Louis, duly commissioned and qualified, came ROLAND G. ANDERSON of Lyndon Property Insurance Company to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of the Company aforesaid, and that the seal fixed to the preceding instrument is the Corporate Seal of the Company, and the Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the Corporation, and that the resolution of the Company, referred to in the preceding instrument.

In Testimony Whereof, I have hereunto set my hand, and fixed my official seal at St. Louis, Missouri, the day and year above written.

MARIE E. DUFF  
Notary Public - State of Missouri  
County of Jefferson  
My Commission Expires 01/08/2002

Marie E. Duff

I, Richard C. Hackett, Secretary of the Lyndon Property Insurance Company, do hereby certify that the foregoing is a true and accurate copy of a Power of Attorney, executed by said Lyndon Property Insurance Company which is still in full force and effect.

In Witness Whereof, I have hereunder set my hand and affixed the seal of said Corporation at St. Louis, Missouri, this 29<sup>th</sup> day of March, XX 2001

State of Missouri  
County of St. Louis ss:



LYNDON PROPERTY INSURANCE COMPANY

Richard C. Hackett  
SECRETARY