Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, August 12, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0740-25** Table of Motions: Council Work Session, July 1, 2025

Attachments: TOM 070125

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 **0743-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with Black Soil KY ($7,500); LFUCG Div. of Parks and Recreation ($28,795); LFUCG Div. of Parks and Recreation ($5,000); Neighbors Immigration Clinic, Inc. ($6,895); LFUCG Div. of Traffic Engineering ($5,600); and LFUCG Div. of General Services ($46,205), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: Capital List 8.12.25
Reso 0743-25 Council Capital (8-12-25) 4936-8074-1726 v.1.docx
R-374-2025
Contract #233-2025
Contract # 233-2025

b **0745-25** Summary: Environmental Quality and Public Works Committee, June 10, 2025

Attachments: eqpw_summary_2025-06-10
solid waste ord changes 4909-3992-9654 v.1 (002)

c **0748-25** An Ordinance levying ad valorem taxes for municipal purposes for the Fiscal Year July 1, 2025 through June 30, 2026, on the assessed value of all taxable property within the taxing jurisdictions of the Lexington-Fayette Urban County Government (all taxes on each $100.00 of assessed valuation as of the January 1, 2025 assessment date), as follows: General Services District, $.075 on real property, including real property of public service companies, $.0911 on personal property, including personal property of public service companies, noncommercial aircraft, and noncommercial watercraft, $.1500 on insurance capital, $.0150 on tobacco in storage, and $.0450 on agricultural products in storage; Full Urban or Partial Urban Services Districts based on urban services available on real property, including real property of public service companies, $.137 for Refuse Collection, $.027 for Street Lights, $.009 for Street Cleaning, $.0920 on insurance capital, $.0150 on tobacco in storage, $.0450 on agricultural products in storage; abandoned urban property $1.00; and levying an ad valorem tax for municipal purposes at the rate of $.088 on each $100.00 of assessed value on all motor vehicles and watercraft within the taxing jurisdiction of the Lexington-Fayette Urban County Government as of the January 1, 2026 assessment date. [Council Office, Hall]

Attachments: FY26 Ad Valorem Presentation
ORD 0748-25 - FY2026 LFUCG ad valorem ordinance 4935-7406-8318 v.1.d
O-066-2025

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0666-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a release, releasing a portion of a retention easement on the property located at 2262 Frankfort Ct. [Div. of Water Quality, Martin]

Attachments:
Release of Easement Frankfort Ct.
2262 Frankfort Map
Frankfort 2262
RESO 666-25 - 2262 Frankfort Court Release 4908-3270-8702 v.1.docx
R-378-2025
Contract #242-2025

b **0682-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Bluegrass Chapter of the Ky. Mountain Bike Association, to provide volunteer trail building, maintenance, and trail advisement for a period of one year, with no budgetary impact. [Div. of Parks and Recreation, Conrad]

Attachments:
Blue Sheet Memo Mountain Bike Trails MOU - Signed
Mountain Bike Trails MOU
RESO 0682-25 4917-5417-4044 v.1.docx
R-379-2025
Contract #231-2025

c **0691-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Bluegrass Area Development District, for FY 2026 local dues payment to support aging services, workforce development, and regional planning, at a cost not to exceed $61,288.30. [Dept. of Social Services, Allen-Bryant]

Attachments:
0691-25 Bluesheet Memo BG ADD Local Dues PSA FY26
Local Dues FY 26 PSA with Exhibits
RESO 0691-25 4912-8139-7596 v.1.doc
R-380-2025
Contract #227-2025

d **0692-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Bluegrass Area Development District, to provide a regional match to the state-funded Homecare Program, at a cost not to exceed $48,610. [Div. of Aging and Disability Services,

Stambaugh]

Attachments: 0692-25 Bluesheet Memo BG ADD HomeCare Match PSA FY26
BG ADD Homecare Match PSA FY26
RESO 0692-25 4917-9349-6156 v.1.docx
R-381-2025
Contract #228-2025

e **0697-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with the Children's Advocacy Center of the Bluegrass to provide funding to assist with forensic interviews, at a cost not to exceed $50,000, for a twelve (12) month period beginning July 1, 2025 through June 30, 2026. [Div. of Police, Weathers]

Attachments: Cover Memo - Children's Advocacy Center - Purchase of Service Agreement
Children's Advocacy Center of the Bluegrass Purchase of Services Agreemer
RESO 697-25- Children's Advocacy PSA 4916-0792-8158 v.1.docx
R-382-2025
Contract #224-2025

f **0698-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Claims Agreement with Detective Eric Wilzbach, for the care of retired Canine Rhea. [Div. of Police, Weathers]

Attachments: Cover Memo - Release of Claims Agreement - Canine Rhea.pdf
Release of All Claims - Canine Rhea.pdf
Retirement Memo - Canine Rhea.pdf
FA9 - Police Canine Rhea.pdf
RESO 698-25- release of claims canine rhea 4905-3726-6526 v.1.doc
R-365-2025
Contract #221-2025

g **0699-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a five-year Renewal Agreement with Gray Television Licensee, LLC d/b/a WKYT for a radio tower lease for the public safety radio system, at a cost not to exceed $10,069.08 for FY26, with an increase of 2.4% annually, subject to the appropriation of sufficient funds in future fiscal years. [Div. of Enhanced 911, Patton]

Attachments: Memo - WKYT Radio Tower Lease Renewal 2025-2030
WKYT 2025 Lease Agreement Renewal-5yrs-eff 9-1-2025
Reso 699-25 WKYT Renewal Agreement 4927-1037-4750 v.1.docx
R-383-2025

h **0700-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase and Subscription Services Agreement with Raptor Technologies, LLC, for the purchase of visitor management software, for the Dept. of Public Safety, at a cost not to exceed $5,040 in FY2026, subject to an annual increase in price by the higher of the change in the CPI index or five percent (5%), contingent upon the appropriation of sufficient funds in future fiscal years, and further authorizing the Mayor to execute any future documents, including annual renewals, necessary for implementation, operation, support, or maintenance of same. [Dept. of Public Safety, Armstrong]

Attachments:
Raptor Technologies Visitor Management Memo
Raptor Purchase an Subscription Services Agreement Effective 8.1.25 - 7.1.2
RESO 700-25 Purchase and Subscription Services with Raptor re Visitor Man
R-366-2025

i **0701-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with the St. Martin's Village Neighborhood Association, for the management and operation of the Whitney Young Park Center, at a cost estimated not to exceed $6,000 in FY2026, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Attachments:
Blue Sheet Memo - Concession Agreement - Saint Martin's Village NPC - Sigı
Neighborhood Park Center Concession Agreement - Saint Martin's Village Ne
LexParks-NeighborhoodCenters-Photos - Whitney Young Highlighted
NPC Concession Agreement - Exhibit A Rules and Regs
NPC Rental Agreement Draft (Exhibit B)
Biannual Financial Report (Exhibit C)
NPC Stipend Reimbursement Form - Exhibit D
Public Risk Mitigation Form - Exhibit E
RESO 0701-25 4920-7326-9340 v.1.docx
R-384-2025
Contract #230-2025

j **0702-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order #2 to Contract 147-2025 with Gresham Smith for an increase in the original design scope of work at Kelley's Landing, in the increased amount of $5,950 for the new contract total of $71,850. [Div. of Parks and Recreation, Conrad]

Attachments: Kelleys Landing Change Order 2 Memo - Signed 2
Gresham Smith change order signed Slatin
RESO 0702-25 4906-2431-4459 v.1.docx
R-385-2025

k **0703-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Mutual Aid Agreement with the Commonwealth of Ky., at no cost to the Urban County Government. [Div. of Emergency Management, Larkin]

Attachments: Blue Sheet Memo_ State Mutual Aid Agreement_2025
MOU Resolution 2025
Statewide Mutual Aid Agreement Final 7-8-25
RESO 0703-25 Mutual Aid Agreement with KY 4908-6868-2334 v.1.doc
R-386-2025
Contract #226-2025

l **0704-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with BMI Builds, LLC, for the LFD Community Paramedicine Renovation Project, increasing the contract price by the sum of $21,250, from $186,888 to $208,138, and no change in the construction contract time. [Div. of Facilities and Fleet Management, Baradaran]

Attachments: Memorandum - BMI Builds LLC - CO1-Paramedicine 073-2025
Change Order Contract Details Form-CO1-Paramedicine
Justification-for-Change
Documentation-CO#1-Paramedicine
RESO 0704-25 4932-5003-3756 v.1.docx
R-367-2025
Contract #073-2025

m **0705-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with GreenHouse17, Inc., for emergency repairs of the fire sprinkler system at the organization's emergency shelter, at a cost not to exceed the sum of $60,000. [Office of Homelessness Prevention and Intervention, Herron]

Attachments: 26-Blue Sheet Memo-OHPI GreenHouse17 Emergency Repairs
MOA for OHPI and Greenhouse17 .1 . 4920-4041-6343
070125 GreenHouse17 Request for HPI Emergency Support
RESO 0705-25 GreenHouse17, Inc. Sprinkler Repairs 4908-6527-9067 v.1.dc
R-368-2025
Contract #216-2025

n **0706-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Forgivable Loan Agreement and related documents with Red Draw Liberty LLC, which shall replace those documents executed pursuant to Resolution No. 372-2024, pursuant to the Public Infrastructure Program, for sanitary sewer infrastructure improvements as well as the creation of jobs, at a cost not to exceed $489,613. [Mayor's Office, Bencz]

Attachments:
Blue Sheet - Red Draw Liberty PIP 20250724
Second Loan Agreement (Red Draw) .2 . 4919-1455-2656
UPDATED 20250725 Combined staff report - Red Draw Liberty Amendment -
RESO 706-25- Red Draw Liberty Public Infrastructure 4914-1198-1662 v.1.do
R-387-2025
Contract #223-2025

o **0707-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Forgivable Loan Agreement and related documents with 1000 Delaware LLC, pursuant to the Public Infrastructure Program, for sidewalk and shared/public parking and related infrastructure improvements as well as the creation of jobs, at a cost not to exceed $374,051. [Mayor's Office, Bencz]

Attachments:
Blue Sheet - 1000 Delaware PIP 20250724
Loan Agreement (1000 Delaware) .2 . 4903-6254-3952
1000 Delaware Staff Report Redacted
1000 Delaware Letter of Support - McQuady
1000 Delaware Letter of Support - Sheehan
RESO 707-25- 1000 Delaware Public Infrastructure Loan 4936-0186-7102 v.1
R-388-2025
Contract #224-2025 (2)

p **0709-25** An Ordinance amending the authorized strength by creating one (1) unclassified position of Crisis Responder, Grade 519N, expiring on September 30, 2026, in the Div. of Enhanced 911, effective upon passage of Council. [Div. of Human Resources, George]

Attachments:
Bluesheet Memo 25-0044
From to 25-0044
HR Fiscal Impact- 25-0044
ORD 0709-25 Creating Crisis Responder 4909-7833-0202 v.1.docx
O-058-2025

q **0710-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with The Prudential

Insurance Co. of America, effective January 1, 2026, through December 31, 2028, for an estimated cost not to exceed $10,000 effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 26-0009
Prudential Agreement
RESO 0710-25 Prudential Insurance Company Renewal Agreement 4906-08(
R-389-2025
Contract #235-2025

r **0711-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Test Security Agreement between ErgoMetrics, Inc., and the Lexington-Fayette Urban County Government for testing applicants applying for Community Corrections Captain promotional processes, at a cost not to exceed $750. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 26-0011
Licensing Agreement_PerApp2020KY
REACTPromote_PerApplicant_2022
RESO 0711-25 Ergometrics, Inc Testing 4924-8226-2874 v.1.docx
R-390-2025
Contract #234-2025

s **0712-25** An Ordinance amending the authorized strength by abolishing one (1) classified position of Internal Auditor, Grade 521E, and creating one (1) classified position of Associate Internal Auditor, Grade 519N, all in the Div. of Internal Audit, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0049
From to 25-0049
HR Fiscal Impact- 25-0049
ORD 0712-25 Abolish internal auditor create associate internal auditor 4896-7
O-059-2025

t **0713-25** An Ordinance amending the authorized strength by abolishing two (2) unclassified positions of Overdose Prevention Project Coordinator, Grade 519N, in the Div. of Fire and Emergency Services, abolishing one (1) unclassified position of Equipment Operator P/T, Grade 510N, in the Div. of Youth Services, abolishing one (1) unclassified position of Extended School Program Supervisor, Grade 519E, in the Div. of Parks and Recreation, abolishing one (1) unclassified position of Extended School Program Coordinator, Grade 516E, in the Div. of Parks and

Recreation, abolishing three (3) unclassified positions of Custodial Worker, Grade 506N, in the Div. of Parks and Recreation, and abolishing one (1) unclassified position of Accountant, Grade 518N, in the Div. of Grants and Special Programs, all effective as of July 1, 2025. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 26-0001d
From to 26.0001d
ORD 0713-25 Abolish unclassified positions 4924-9274-8378 v.1.docx
O-060-2025

u **0714-25** An Ordinance amending the authorized strength by transferring one (1) classified position of Human Resources Analyst, Grade 521E, from the Div. of Waste Management to the Div. of Human Resources, and transferring the incumbent; transferring one (1) unclassified position of Program Coordinator, Grade 525E, from the Office of the Mayor to the Dept. of Social Services; transferring three (3) classified positions of Language Access Specialist, Grade 523E, from the Office of the Mayor to the Dept. of Social Services, and transferring the incumbents; and transferring one (1) classified position of Administrative Specialist Senior, Grade 516N, from the Office of the Mayor to the Dept. of Social Services, and transferring the incumbent, all effective as of July 1, 2025. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 26-0001c
From to 26-0001c
ORD 0714-25 Transfer from Waste Management to HR, etc 4906-6500-8474
O-061-2025

v **0715-25** An Ordinance authorizing salary supplements for certain classifications in the Div. of Water Quality, as follows: Treatment Plant Operator Apprentices and Treatment Plant Operators who are assigned to work second shift or third shift shall be eligible for a one dollar ($1) per hour shift differential, calculated as additional compensation on an hourly basis; and Treatment Plant Operator Apprentices, Treatment Plant Operators, and Solids Processing Supervisors who hold Wastewater Treatment Operator Certifications from the Commonwealth of Ky. shall be eligible for a salary supplement, which shall be calculated as additional compensation on an hourly basis based on the highest certification obtained, as follows: $1 per hour for Wastewater Treatment Operators, Class I; $2 per hour for Wastewater Treatment Operators, Class II; $3 per hour for Wastewater Treatment Operators, Class III; and $4 per hour for Wastewater Treatment

Operators, Class IV; such supplements being authorized pursuant to the authority granted by Section 21-27(d) of the Code of Ordinances of the Lexington-Fayette Urban County Government in recognition of employment market conditions that make it exceptionally difficult to recruit and retain qualified employees in these classifications; and further authorizing payment of these supplements to eligible employees, effective the first payroll Monday following Council approval. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 26-0010
ORD 0715-25- Pay differential Treatment Plant Operators 4904-5157-8716 v.
O-062-2025

w **0716-25** An Ordinance amending the civil service authorized strength by abolishing one (1) unclassified position of Friend of the Court, Grade 523E, and creating one (1) unclassified position of Friend of the Court, Grade Z17, establishing the salary range for Grade Z17, with a minimum of $2,501.92 biweekly and a grade maximum of $3,753.04 biweekly, and reallocating the incumbent; and abolishing five (5) unclassified positions of Family Court Services Specialist, Grade 516N, and creating five (5) unclassified positions of Family Court Services Specialist, Grade Z85; establishing the salary range for Grade Z85 with a grade minimum of $23.339 per hour and grade maximum of $35.007 per hour, and reallocating the incumbents, all effective the first pay period following Council approval. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 26-0012
From to 26-0012
ORD 716-25 Friend of the Court and Family Court Services Specialist 4917-8
O-063-2025

x **0717-25** An Ordinance amending the authorized strength by abolishing one (1) classified position of Attorney, Grade 526E, and creating one (1) classified position of Attorney Senior, Grade 530E, all in the Dept. of Law, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 26-0008
From to 26-0008
HR Fiscal Impact- 26-0008
ORD 0717-25 Abolish attorney create attorney senior 4929-8609-6474 v.1.do
O-064-2025

y **0718-25** An Ordinance amending the authorized strength by creating one

(1) classified position of Information Security Analyst, Grade 527E, in the Dept. of Information Technology, creating one (1) classified position of Data Engineer, Grade 524E, in the Div. of Police, creating one (1) classified position of Crisis Responder, Grade 519N, in the Div. of Fire and Emergency Services, creating one (1) classified position of Recreation Supervisor, Grade 514N, in the Div. of Community and Resident Services, creating one (1) classified position of Administrative Officer Sr., Grade 526E, in the Dept. of General Services, creating one (1) classified position of Recreation Specialist Sr., Grade 516N, in the Div. of Parks and Recreation, and creating one (1) classified position of Planner Sr., Grade 523N, in the Div. of Planning, all effective as of July 1, 2025. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 26-0001b
From to 26.0001b
ORD 0718-25 Creating positions 4921-2319-0618 v.1.docx
O-065-2025

z **0719-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Lexington-Fayette Urban County Housing Authority d/b/a Lexington Housing Authority, extending the period of performance through June 30, 2026, at no additional cost to the Urban County Government. [Office of Homelessness Prevention and Intervention, Herron]

Attachments: 26-Blue Sheet Memo-OHPI First Amendment LHA Landlord Engagement
First Amendment Lexington Housing Authority PSA .2 . 4913-9415-3304
RFP Pkg 30-2024
LHA Landlord Engagement - Revised Budget
Lexington Housing Authority Response RFP 30-2024
LHA Partnership Program Reporting Form - Revised
LHA Landlord Partnership Program - Executed Agreement
RES 331-2024
RESO 0719-25 Lex. Housing Auth. Amendment 4904-9421-4491 v.1.docx
R-369-2025
Contract #217-2025

aa **0720-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Office of Homeland Security under the 2023 State Homeland Security Grant Program, extending the period of performance through August 31, 2026, to utilize funds to purchase a bomb squad mission response vehicle for the Div. of Police Hazardous

Devices Unit. [Div. of Police, Weathers]

Attachments: 26- Blue Sheet LPD HDU Extension
Draft_SC_094_2400000844_2_PO_CNTRCT_FORM (1)
RESO 720-25 Homeland Security Grant - Bomb Squad 4909-0649-6606 v.1.c
R-370-2025
Contract #220-2025

bb **0721-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award from the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., which Grant funds are in the amount of $49,443.84 in Federal funds for the provision of early childhood care and education services under the Early Head Start Program at the Family Care Center for FY 2026, the acceptance of which obligates the Urban County Government to the expenditure of $12,360.96 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Attachments: 26-Blue Sheet Memo Early Head Start
BA 13856
2025-2026 CAC-FCC Contract
RESO 0721-25 4899-4970-6076 v.1.docx
R-371-2025
Contract #222-2025

cc **0723-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Facilitron Permits and Honorariums, with the Fayette County Board of Education, for the Div. of Parks & Recreation, for space to host the Extended School Program (ESP) for the 2025 summer camps, at a cost not to exceed $3,500. [Div. of Parks and Recreation, Conrad]

Attachments: Memo ESP- 25 Summer Camp - FCPS Honorarium for Julius Marks Element
ESP Summer JM - Facilitron Permit - Summer 2025
ESP Summer JM - Facilitron Terms of Use- Summer 2025
RESO 0723-25 4930-1710-0379 v.1.docx
R-391-2025

dd **0724-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Consultant Services Agreement with GRW, for professional design services for the Div. of Water Quality Headquarters and Operations Building Project, increasing the Contract by the sum of $144,845, from $299,120 to $443,965. [Dept. of Environmental Quality and

Public Works, Albright]

Attachments: Blue Sheet Memo CO1
CO1_Form
G802_Form_CO1
GRW CO1
RESO 724-25 Change Order #1 GRW DWQ Headquarters and Operations 49
R-392-2025

ee **0725-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 3 to the Agreement with BMI Builds LLC, for the Valley Park Building Renovation and Expansion Project, increasing the contract price by the sum of $198,320.00, from $1,795,001.26 to $1,993,321.26, and increasing the contract time by an additional sixty-one (61) calendar days. [Dept. of General Services, Ford]

Attachments: Memo-BMI Builds -CO3
Change Order Contract Details Form_CO3
Justification for CO3_BMI Builds
BMI_CO3_Proposal Request
BMI_CO3_Documentation for Change
RESO 0725-25 4917-9812-9499 v.1.docx
R-372-2025

ff **0726-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding and accept an award from the Triangle Foundation for the Main and Vine Streetscape and Amenities Redesign Plan in the amount of $90,000 for the Div. of Grants and Special Programs, no local match is required, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Mayor's Office, Peacher]

Attachments: 26 - Blue Sheet Memo Triangle Fdtn Grant Main and Vine
BA 13858
Triangle Fdtn_signed_MOU-Grant Main+Vine
RESO 0726-25 Triangle Foundation Grant 4932-3374-5758 v.1.docx
R-393-2025
Contract#238-2025

gg **0727-25** A Resolution authorizing the Div. of Waste Management to purchase electronic vehicle inspection reporting software, hardware, data services, and professional services from Zonar Systems, LLC, a sole source provider, at a cost not to exceed $85,000, and authorizing the Mayor, on behalf of the Urban County

Government, to execute any necessary Agreement with Zonar Systems, LLC, related to the procurement. [Div. of Waste Management, Baldon]

Attachments: Zonar - Bluesheet Memo 8.2025
Zonar sole source-August2025
RESO 727-25- Zonar Systems LLC 4921-1006-6014 v.1.docx
R-394-2025

hh **0728-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Federal Equitable Sharing Agreement and Certification with the Dept. of Justice, Dept. of the Treasury, for participation in the Federal Equitable Sharing Program. [Div. of Police, Weathers]

Attachments: Cover Memo - Federal Equitable Sharing Agreement and Certification.pdf
Equitable Sharing Agreement and Certification.pdf
Memo - Equitable Sharing Agreement and Certification (Carlos Ross).pdf
RESO 728-25 Federal Equitable Sharing Agreement 4931-9121-3406 v.1.doc
R-373-2025

ii **0729-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with LinkedIn Corporation, to promote open positions with the Lexington-Fayette Urban County Government on its platform, for the Office of Public Information, at a cost not to exceed $19,575. [Office of Public Information, Dimon]

Attachments: LinkedIn contract FY26 memo (2)
LinkedInContract
RESO 0729-25 LinkedIn Agreement 4928-7503-5227 v.1.docx
R-395-2025
Contract #244-2025

jj **0730-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the third Renewal Agreement with Mackey Group, LLC, d/b/a Wiser Strategies, for continued services related to mass marketing and advertisement placement services, for the Dept. of Environmental Quality and Public Works, at a cost not to exceed $400,000, for the period beginning July 1, 2025 through June 30, 2026. [Div. of Environmental Services, Carey]

Attachments: 26-Blue Sheet Memo Wiser Renewal
Agreement Renewal Signature Form Wiser Placement for Mayor Signature
RESO 730-25 Third Renewal Mackey Group dba Wiser for Media Placement
R-396-2025

kk **0731-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the first Renewal Agreement with the Ky. Association for Environmental Education (KAEE), for continued environmental education services, for the Dept. of Environmental Quality and Public Works, at a cost not to exceed $648,636.27, for the period beginning July 1, 2025 through June 30, 2026. [Div. of Environmental Services, Carey]

Attachments: 26-Blue Sheet Memo KAEE
Agreement Renewal Signature Form KAEE - Unsigned
KAEE proposal
RESO 731-25 First Renewal Agreement with KAEE re Environmental Educati
R-397-2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0740-25

File ID:	0740-25	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/06/2025
File Name:	Table of Motions: Council Work Session, July 1, 2025			**Final Action:**	08/12/2025
Title:	Table of Motions: Council Work Session, July 1, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 070125			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved				Pass

Text of Legislative File 0740-25

Title

Table of Motions: Council Work Session, July 1, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
July 1, 2025

Mayor Gorton called the meeting to order at 3:03 p.m. Council Members Wu, Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present. Councilwoman Gray was absent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Ellinger to approve the July 1, 2025 Council Meeting docket, as amended. Seconded by Curtis. Motion passed without dissent.

Motion by Sheehan to place on the July 1, 2025 Council Meeting docket, a resolution authorizing and directing the Mayor, or her designee, to execute all necessary documents to approve the assignment of the Agreement with W-T Group, LLC, related to the comprehensive update of the Urban County Government's ADA Transition Plan. Seconded by Baxter. Motion passed without dissent.

Motion by LeGris to place on the July 1, 2025 Council Meeting docket, a resolution authorizing and directing the Mayor to execute an Agreement with Mackey Group LLC d/b/a Wiser Strategies for mass marketing collateral development services, at a cost not to exceed $60,000.00 in FY 2026, with future fiscal years contingent upon the appropriation of sufficient funds. Seconded by Lynch. Motion passed without dissent.

Motion by Reynolds to place on the July 1, 2025 Council Meeting docket, a resolution establishing a residential parking permit program for the 600 and 700 blocks of W. Short St., 24 hours per day, 7 days per week. Seconded by Ellinger. Motion passed without dissent.

Motion by Brown to place on the July 1, 2025 Council Meeting docket, a resolution authorizing and directing the Mayor to execute a second amendment to an agreement with the Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., related to the administration of the ONE Lexington Community Partners Violence Prevention Grant Program, to provide for an increase in the amount awarded, at an additional cost of approximately $58,500.00 in FY 2026, with future years subject to the appropriation of sufficient funds. Seconded by Curtis. Motion passed without dissent.

III. Approval of Summary

Motion by Wu to approve the June 24, 2025, Work Session Summary. Seconded by Baxter. Motion passed without dissent.

IV. Budget Amendments

Motion by Wu to approve Budget Amendments, as amended. Seconded by Baxter. Motion passed without dissent.

Motion by Brown to amend the list of budget amendments on pages 3 - 10 of the July 1, 2025 Work Session packet to add a budget amendment for $208,927.46 related to the Paving Cost Share program by recognizing revenues received from the Kentucky American Water Company during FY2025. Seconded by Curtis. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Communications from the Mayor- Appointments

Motion by Baxter to approve Communications from the Mayor – Appointments. Seconded by Sheehan. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

Motion by Wu to approve Communications from the Mayor – Donations. Seconded by Baxter. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

X. Continuing Business/Presentations

Motion by Sheehan to approve Neighborhood Development Funds. Seconded by Baxter. Motion passed without dissent.

Sheehan provided a summary of the May 6, 2025 General Government and Planning Committee.

XI. Council Reports

Council Member Reynolds, SSPS Chair, placed an update on the Community Health and Improvement Program (CHIP) by the Lexington-Fayette County Health Department in the Social Services and Public Safety Committee.

XII. Public Comment – Issues Not on Agenda

Motion by Wu to enter closed session pursuant to KRS 61.810(1)(b), for deliberations on the potential acquisition or sale of real property, and KRS 61.810(n) for the award of a contract. Seconded by Ellinger. Motion passed without dissent.

Motion by Sevigny to return from closed session. Seconded by Curtis. Motion passed without dissent.

XIII. Adjournment

Motion by Sevigny to adjourn at 4:41 p.m. Seconded by Curtis. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0743-25

File ID:	0743-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	233-2025	**In Control:**	Urban County Council
				File Created:	08/06/2025
File Name:	Capital List 8/12/25			**Final Action:**	08/14/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with Black Soil KY ($7,500); LFUCG Div. of Parks and Recreation ($28,795); LFUCG Div. of Parks and Recreation ($5,000); Neighbors Immigration Clinic, Inc. ($6,895); LFUCG Div. of Traffic Engineering ($5,600); and LFUCG Div. of General Services ($46,205), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: Neighbors Immigration Clinic and Black Soil KY SAF 8/29/2025 MS

Sponsors:		**Enactment Date:**	08/14/2025
Attachments:	Capital List 8.12.25, Reso 0743-25 Council Capital (8-12-25) 4936-8074-1726 v.1.docx, R-374-2025, Contract #233-2025, Contract # 233-2025	**Enactment Number:**	R-374-2025
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	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/14/2025		
1	Urban County Council	08/14/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	08/14/2025	Approved				Pass

Text of Legislative File 0743-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds

with Black Soil KY ($7,500); LFUCG Div. of Parks and Recreation ($28,795); LFUCG Div. of Parks and Recreation ($5,000); Neighbors Immigration Clinic, Inc. ($6,895); LFUCG Div. of Traffic Engineering ($5,600); and LFUCG Div. of General Services ($46,205), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

..Summary

Organization:

Black Soil KY

Tim Small

1105-121001-0001-71102

Purpose:

For improvements at the Florence market location including refrigeration and countertop and produce table fabrication

Amount:

$ 7,500.00

Organization:

LFUCG - Parks and Recreation

Monica Conrad

1105-707602-7221-90319

Purpose:

For the cost of installing safety lighting under Star Shoot Bridge on Brighton Trail

Amount:

$ 28,795.00

Organization:

LFUCG - Parks and Recreation

Ciara Coleman

1105-707602-7221-91017

Purpose:

For the Sense of Place project for improvements and restoration of the church and schoolhouse at Cadentown

Amount:

$ 5,000.00

Organization:

Neighbors Immigration Clinic
Mizari Suarez
1105-121001-0001-71102

Purpose:
For four new computers and monitors for staff and volunteer work stations that will replace outdated computer systems
Amount:
$ 6,895.00

Organization:
LFUCG - Traffic Engineering
Joseph Edmiston / Felicia Arms
1105-303601-0001-91616

Purpose:
For upgrading streetlight bulbs on Woodhill Drive
Amount:
$ 5,600.00

Organization:
LFUCG - General Services
Wanda Kean
1105-707301-0001-96959

Purpose:
For the purchase of a flatbed truck for the Division of Parks and Recreation for use at Masterson Station Park
Amount:
$ 46,205.00

Council Capital Projects
August 12, 2025
Work Session

Amount	Recipient	Purpose
$ 7,500.00	Black Soil KY Tim Small 1105-303301-0001-71299	For improvements at the Florence market location including refrigeration and countertop and produce table fabrication
$ 28,795.00	LFUCG - Parks and Recreation Monica Conrad 1105-707602-7221-90319	For the cost of installing safety lighting under Star Shoot Bridge on Brighton Trail
$ 5,000.00	LFUCG - Parks and Recreation Ciara Coleman 1105-707602-7221-91017	For the Sense of Place project for improvements and restoration of the church and schoolhouse at Cadentown
$ 6,895.00	Neighbors Immigration Clinic Mizari Suarez 1105-121001-0001-71102	For four new computers and monitors for staff and volunteer work stations that will replace outdated computer systems
$ 5,600.00	LFUCG - Traffic Engineering Joseph Edmiston / Felicia Arms 1105-303601-0001-91616	For upgrading streetlight bulbs on Woodhill Drive
$ 46,205.00	LFUCG - General Services Wanda Kean 1105-707301-0001-96959	For the purchase of a flatbed truck for the Division of Parks and Recreation for use at Masterson Station Park

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH BLACK SOIL KY ($7,500.00); LFUCG DIVISION OF PARKS AND RECREATION ($28,795.00); LFUCG DIVISION OF PARKS AND RECREATION ($5,000.00); NEIGHBORS IMMIGRATION CLINIC, INC. ($6,895.00); LFUCG DIVISION OF TRAFFIC ENGINEERING ($5,600.00); AND LFUCG DIVISION OF GENERAL SERVICES ($46,205.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Council Capital Project Expenditure Funds, which are attached hereto and incorporated herein by reference, with Black Soil KY, LFUCG Division of Parks and Recreation, Neighbors Immigration Clinic, Inc., LFUCG Division of Traffic Engineering, and LFUCG Division of General Services, for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to Black Soil KY ($7,500.00); LFUCG Division of Parks and Recreation ($28,795.00); LFUCG Division of Parks and Recreation ($5,000.00); Neighbors Immigration Clinic, Inc. ($6,895.00); LFUCG Division of Traffic Engineering ($5,600.00); and LFUCG Division of General Services ($46,205.00), from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0743-25:GET:4936-8074-1726, v. 1

RESOLUTION NO. 374 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH BLACK SOIL KY ($7,500.00); LFUCG DIVISION OF PARKS AND RECREATION ($28,795.00); LFUCG DIVISION OF PARKS AND RECREATION ($5,000.00); NEIGHBORS IMMIGRATION CLINIC, INC. ($6,895.00); LFUCG DIVISION OF TRAFFIC ENGINEERING ($5,600.00); AND LFUCG DIVISION OF GENERAL SERVICES ($46,205.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Council Capital Project Expenditure Funds, which are attached hereto and incorporated herein by reference, with Black Soil KY, LFUCG Division of Parks and Recreation, Neighbors Immigration Clinic, Inc., LFUCG Division of Traffic Engineering, and LFUCG Division of General Services, for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to Black Soil KY ($7,500.00); LFUCG Division of Parks and Recreation ($28,795.00); LFUCG Division of Parks and Recreation ($5,000.00); Neighbors Immigration Clinic, Inc. ($6,895.00); LFUCG Division of Traffic Engineering ($5,600.00); and LFUCG Division of General Services ($46,205.00), from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: August 14, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0743-25:GET:4936-8074-1726, v. 1

AGREEMENT

THIS AGREEMENT, made and entered into on the August 27, 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 Black Soil KY (Hereinafter "Organization"), of 820 Lane Allen Rd. Ste. 176, Lexington, KY, 40504, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds**. Government hereby grants Organization the sum of $7,500 for the following lawful public purpose:

   [For improvements at the Florence market location including refrigeration and countertop and produce table fabrication.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before October 27, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.

5. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Morton's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council

Capital Project Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Tim Small
Black Soil KY
Tim Small

4857-1913-5132, v. 4

AGREEMENT

THIS AGREEMENT, made and entered into on the August 27, 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 Neighbors Immigration Clinic (Hereinafter "Organization"), of PO Box 1034, Lexington, KY, 40588 Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds**. Government hereby grants Organization the sum of $6,895 for the following lawful public purpose:

   [For four new computers and monitors for staff and volunteer work stations that will replace outdated computer systems.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before October 27, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.

5. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Reynolds' office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council

Docusign Envelope ID: 11758B17-C1BB-4015-901B-B2995A5348EB

Capital Project Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**.

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Mizari Suarez
Neighbors Immigration Clinic
Mizari Suarez

4857-1913-5132, v. 4

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0745-25

File ID:	0745-25	**Type:**	Summary	**Status:**	Received and Filed
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/07/2025
File Name:	Summary: Environmental Quality and Public Works Committee, June 10, 2025			**Final Action:**	08/12/2025
Title:	Summary: Environmental Quality and Public Works Committee, June 10, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	eqpw_summary_2025-06-10, solid waste ord changes 4909-3992-9654 v.1 (002)			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Received and Filed				

Text of Legislative File 0745-25

Title

Summary: Environmental Quality and Public Works Committee, June 10, 2025

Environmental Quality & Public Works (EQPW) Committee

June 10, 2025

Summary and Motions

Chair Hannah LeGris called the meeting to order at 1:00 p.m. Committee Members Dave Sevigny, Tyler Morton, Emma Curtis, Liz Sheehan, Denise Gray, Joseph Hale, Amy Beasley, and Hil Boone were present. Committee Member James Brown was absent. Vice Mayor Dan Wu and Council Member Shayla Lynch were present as non-voting members.

I. APPROVAL OF MAY 13, 2025 COMMITTEE SUMMARY

Motion by Gray to approve the May 13, 2025 Environmental Quality & Public Works Committee Summary. Seconded by Curtis. Motion passed without dissent.

II. EMPOWER LEXINGTON UPDATE

Jada Griggs, Sustainability Program Manager, presented the Empower Lexington Plan as it pertains to the Emissions Reduction Plan and the *Race to Net Zero*. Sustainability in Lexington means meeting the needs of our generations while ensuring future generations can enjoy our urban communities, tree-lined rural roads, equine farms, and countless other physical and social elements that contribute to what makes Lexington, Lexington. The plan focuses on three main areas: environment, people, and the economy. Griggs reviewed the timeline from the Council's 2008 resolution to join the voluntary Cities for Climate Protection Program through the August 2024 update and subsequent resolution approving the Empower Lexington Plan. She shared that Lexington received the silver LEED (Leadership in Energy and Environmental Design) for Cities award in November 2024.

As part of this Emissions Reduction Plan and *Race to Net Zero,* stakeholders reviewed information across six sectors: Materials and Resources, Natural Systems and Ecology, Transportation and Land Use, Quality of Life (including Justice, Equity, Diversity, and Inclusion), Water Efficiency, and Energy and Greenhouse Gas (GHG) Emissions. These sectors align with LEED for Cities Certification. The Emissions Reduction Plan also includes an updated GHG emissions inventory. Achieving net zero means balancing emissions produced by human activity with those absorbed or offset. Griggs reviewed the national risk index for *the Race to Net Zero* and discussed associated climate vulnerabilities. She also highlighted partner organizations focused on building resiliency and noted that the GHG emissions inventory was reactivated in calendar year 2021.

Abby Terry from Tetra Tech, the consultant responsible for working on the Emissions Reduction Plan*,* described reduction measures as shifts from high- to low-emission activities, including changes in stationary energy, transportation, waste, tree canopy, and industrial processes. Griggs shared that next steps will include a focus on shaping the kind of city we want Lexington to be for future generations, which will require a collective effort from all of Lexington-Fayette County. **No action was taken on this item.**

III. URBAN FORESTRY / STREET TREES UPDATE

Heather Wilson, Urban Forestry Section Manager, provided a summary of last year's Urban Forestry presentation and reviewed the responsibilities of the Urban Forestry team. She explained that street

trees are the responsibility of the adjacent property owners. Wilson explained that the City offers a financial incentive program to remove and replace trees in the public right-of-way easement. The Hazard Street Tree (cost-share) Program provides a 50% reimbursement to eligible homeowners (the property must be owner-occupied) for the cost of tree removal, stump grinding, and planting a new tree to replace the one being removed. There are provisions for 100% funding for low-income to moderate-income assistance for those who qualify. Funding is limited to a first-come, first-served basis. Wilson discussed the budget for the program and its allocations, highlighting the benefits and goals of the initiative. She also highlighted the seasonal street tree clearance and pruning program and shared district-level statistics. Wilson provided a snapshot of tree canopy locations and concluded with future initiatives. When asked about additional funding, she noted interest in establishing a separate program specifically for tree replacements. **No action was taken on this item.**

IV. HB 443 UPDATES: DIVISION OF ENGINEERING AND DIVISION OF WASTE MANAGEMENT

Doug Burton, Director of the Division of Engineering, presented updates to the Stormwater Manual. House Bill 443 establishes a new section of KRS Chapter 100, requiring local laws related to subdivision plats and development plans to follow objective standards that are applied ministerially. Furthermore, local laws governing development plans may permit the approving authority to exercise discretion in certain instances. The Division of Engineering's Stormwater Manuals have been revised to reflect these changes, with language updated as needed. These amendments become effective on July 1, 2025.

John Howard, Deputy Director of the Division of Waste Management, summarized the proposed changes to Chapter 16 concerning standards for dumpster service. The requested revisions aim to codify the Division's existing requirements for truck maneuvering, concrete pads, and dumpster enclosures, ensuring ADA compliance and alignment with the Division's Dumpster Service Guide, which will be updated and retitled *Dumpster Service Standards.* These standards are intended to protect public health and safety around dumpsters and enclosures. Division Enforcement Officers are responsible for inspections, re-inspections (when ownership or location changes), and permit approvals. Currently, Chapter 16 requires a one-time $25 fee for a Dumpster Permit, with no renewal unless there is a change in ownership or location. The Division may consider a future proposal to require permit renewals every two years, with re-inspections conducted by Code Enforcement Officers.

Motion by LeGris to accept the changes to several engineering manuals, effective July 1, 2025, to comply with HB 443, which requires that objective standards be applied ministerially, as presented at today's EQPW committee meeting and as set forth in the committee packet, and to suspend the rules to report this out at the June 10, 2025 Work Session. Seconded by Sevigny. Motion passed without dissent.

Motion by LeGris to approve an ordinance, effective July 1, 2025, amending certain sections of Chapter 16 of the Lexington-Fayette Urban County Code of Ordinances related to dumpster service standards as presented at today's EQPW committee meeting and as set forth in the committee packet, and to suspend the rules to report this out at the June 10, 2025 Work Session. Seconded by Gray. Motion passed without dissent.

I. ITEMS REFERRED TO COMMITTEE

No Action was taken on this item.

The meeting adjourned at 2:39 p.m.

ORDINANCE NO. _____ 2025

AN ORDINANCE AMENDING SECTION AMENDING SECTION 16-1(A) OF THE CODE OF ORDINANCES RELATED TO DEFINITIONS TO CREATE A DEFINITION FOR DUMPSTER ENCLOSURE AND DUMPSTER SERVICE STANDARDS AND RENUMBERING THE EXISTING DEFINITIONS IN THIS SECTION; AMENDING SECTION 16-4(D) OF THE CODE OF ORDINANCES RELATED TO DUMPSTER CONTAINER SERVICE TO PUT REQUIREMENTS ON DUMPSTER SERVICE TRUCK OPERATORS: AMENDING SECTION 16-4.1(A)(2) RELATED TO DUMPSTER SCREENING REQUIREMENTS TO DELETE THE WORD AVERAGE AND ADD THE HEIGHT SHALL BE EIGHT FEET FROM THE SURFACE OT CONCRETE PAD TO THE TOP OF THE DUMPSTER SCREENING AND TO DELETE THE REMAINDER OF THE SECTION; AMENDING SECTION 16-4.1(A)(4) RELATED TO DUMPSTER SCREENING REQUIREMENTS TO BOLLARDS TO BE INSTALLED PER THE DUMPSTER SERVICE STANDARDS; AMENDING SECTION 16-4.1(B)(1) RELATED TO DUMPSTER SCREENING REQUIREMENTS TO REQUIRE INSPECTION OF DUMPSTER ENCLOSURES BY THE DIVISON OF WASTE MANAGEMENT FOR CONFORMITY TO THE INITIAL PLANS AND DUMPSTER SERVICE STANDARDS DEVIATION MAY RESULT IN DENIAL OR REVOCATION OF A DUMPSTER PERMIT; AMENDING SECTION 16-4.1(B)(2) RELATED TO DUMPSTER SCREENING REQUIREMENTS TO CHANGE THE TWELVE MONTH PERIOD TO SIX MONTHS; AMENDING SECTION 16-4.1(B)(3)(2) RELATED TO DUMPSTER SCREENING REQUIREMENTS TO PROHIBIT WOODEN PALLETS, MATTRESSES, FURNITURE, TIRES OR GREASE RECEPTACLES TO ACCUMULATE AROUND THE DUMPSTER; AMENDING SECTION 16-11(B) RELATED TO DUMPSTER COLLECTION SCHEDULES TO INCLUDE CONSTRUCTION MATERIAL AND DEFINE EXCESSIVE WEIGHT AND AMENDING SECTION 16-14(C) RELATED TO SPECIAL COLLECTIONS TO REQUIRE A DESIGNATED SITE FOR SPECIAL COLLECTIONS FROM AN APARTMENT COMPLEX, TOWNHOUSE COMPLEX OR CONDOMINIUM COMPLEX.

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

Section 1 - That Section 16-1(a) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 16-1. - Definitions.

(a) With relation to article II of this chapter:

(1) *Apartment complex, townhouse complex or condominium complex* shall mean a group of two (2) or more individual apartment, townhouse or condominium buildings constructed on one (1) taxable parcel of land and containing seven (7) or more individual units.

(2) *Approved landscape waste containers* shall mean biodegradable paper bags or polyethylene containers on wheels provided by the urban county government and intended to hold both woody and nonwoody landscape waste, or polyethylene or metal containers up to thirty (30) gallons, with lids, that are labeled "Yard Waste Only".

(3) *Ashes* shall mean the residue from the burning of wood, coal, coke and other combustible materials in homes, stores, institutions and small industrial establishments for the purpose of heating, cooking and disposing of waste combustible material. Cinders that are produced in large quantities at steam-generating plants are not included within the meaning of the term.

(4) *Building rubbish* shall mean the waste material resulting from the construction, remodeling, repair and demolition operations on commercial buildings, houses and other structures.

(5) *Director, division of solid waste* shall mean the director of the division of solid waste of the urban county government or his authorized deputy, agent or representative.

(6) *Dumpster* shall mean a metal tank designed or intended to be mechanically dumped into a packer-type garbage truck.

(7) *Dumpster enclosure* shall mean a structure designed to support and enclose a dumpster.

(8) *Dumpster service standards* (also known as the dumpster service guide) shall mean the document used to provide the standards for design, review construction, inspection and permitting of dumpster placement sites.

~~(7)~~ (9) *Garbage* shall mean animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods, paper and other kitchen type wastes generated from normal household activities. It is composed largely of putrescible organic matter and its natural moisture content. It includes a minimum amount of free liquids. Garbage originates primarily in home kitchens, and also may originate in stores, markets, restaurants, hotels and other places where food is stored, prepared or served.

~~(8)~~ (10) *Hazardous waste* shall mean ammunition, explosives, pathological waste, pesticides, herbicides, propane tanks, toxic industrial waste, radioactive waste and other toxic materials which are harmful to public waste.

~~(9)~~ (11) *Kitchen facilities* shall mean equipment arranged in a room or some other space in a structure which facilitates the preparation of food including, but not limited to, a combination of two (2) or more of the following—a range, microwave oven, dishwasher, kitchen sink or refrigerator.

~~(10)~~ (12) *Nonwoody landscape waste* shall mean grass clippings, leaves, garden vegetation, weeds and twigs (pencil thin), free of other debris or refuse.

~~(11)~~ (13) *Recyclable materials* may include, but is not limited to various grades of paper, aluminum and tin cans, glass and plastics.

~~(12)~~ (14) *Roll cart container* shall mean a large, durable polyethylene refuse container on wheels, complete with attached lid. Roll cart containers are designed to be rolled to the curb by residents or proprietors. Carts are designed to be dumped automatically by refuse vehicles. Carts are designed to hold both garbage and trash. Carts are provided by the urban county government and remain the property of the urban county government.

~~(13)~~ (15) *Roll cart container equivalent* shall mean any regularly recurring volume of garbage and/or trash, up to a ninety (90) gallon capacity, which is collected by the urban county government but not contained in a roll cart container or dumpster.

~~(14)~~ (16) *Shall* is mandatory; may is permissive.

~~(15)~~ (17) *Special handling wastes* shall mean wastes which cannot be properly or safely handled by a packer-type garbage truck (front or rear loading) without resulting in damage to government equipment. This waste shall include but is not limited to tires on rims, wooden pallets, lumber, large engine parts, large furniture, large scrap metal and shavings, bricks, building rubbish, concrete blocks, commercial stoves, excavated earth, food processing waste, metal drums, large wire bindings, heavy packing material, boiler house cinders, sewage, process sludge, liquids and hazardous or toxic materials of any sort.

~~(16)~~ (18) *Townhouse or condominium* shall mean a single-family residence sharing a common wall with one (1) or more single-family residences.

~~(17)~~ (19) *Trash* shall mean a variety of both combustible and noncombustible solid waste from materials from homes, stores and institutions.

~~(18)~~ (20) *Woody landscape waste* shall mean tree limbs or trunks not more than six (6) inches in diameter.

Section 2 - That Section 16-4(d) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Section 16-4(d) The director, division of waste management shall have the authority

to designate the location for collection with consideration for such factors as: ease of accessibility, convenience for customers; hazardous conditions such as cables, utility poles, equipment clearance, animals; and collection costs. Dumpster service truck operators are not to maneuver the truck in a reverse position beyond fifty (50) feet. Dumpster service truck operators will not back out onto a public roadway.

Section 3 - That Section 16-4(1)(a)(2) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Section 16-4.1(a)(2)

The ~~average~~ height of screening material shall be eight (8) feet from the surface of the concrete pad to the top of the dumpster screening. ~~one (1) foot more than the height of the dumpster but when walls or fences are used, shall not exceed eight (8) feet in height.~~

Section 4 - That Section 16-4.1(a)(4) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Section 16-4.1(a)(4) A concrete pad sufficient to support the dumpster and the front wheels of the dumpster collection vehicle shall be required where the existing foundation, as determined by the director of the division of waste management, is not adequate to support the dumpster and the collection vehicle and bollards shall be installed which are sufficient to protect any adjacent structure(s) and allow access to the dumpster. Bollards sufficient to protect the dumpster enclosure shall be installed per the dumpster service standards.

Section 5 - That Section 16-4.1(b)(1) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Section 16-4.1(b)(1) In order to obtain such permit, an application accompanied by a plat of the property on which the dumpster and screening is to be located, drawn to scale and showing the location of all structures, public rights-of-way, and the location of the proposed dumpster and all required screening, shall be submitted to the director of the division of waste management. All dumpster enclosures will be inspected by the division of waste management to determine whether the enclosure conforms to the plans provided in the initial application. Deviation from the initial application or the dumpster service standards may result in the denial or revocation of the dumpster

permit. The plat shall contain a statement that it is a true and accurate depiction of the site shown thereon and be signed by the owner or person who has charge, care or control of the premises. A fee in the amount of twenty-five dollars ($25.00) shall be paid to the division of waste management prior to issuance of any dumpster and screening permit except as provided in subsection (b)(3).

Section 6 - That Section 16-4.1(b)(2) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Section 16-4.1(b)(2) Any dumpster or screening placed or constructed without a permit as required by this subsection shall be removed within forty-eight (48) hours of notice to the person responsible for placement of the dumpster or screening unless a permit is immediately obtained as provided in subsection (b)(3). The notice shall state that a civil citation may be issued if two (2) or more notices to remove unpermitted dumpsters or screening have been issued to the same person within any ~~twelve~~ six-month period notwithstanding whether a permit was obtained after the prior notices.

Section 7 - That Section 16-4.1(b)(3)(d) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Section 16-4.1(b)(3)(d) All dumpsters, regardless of whether collection service will be provided by the urban county government or by private hauler, shall be maintained in a safe and sanitary condition and shall be cleaned by the owner/occupant of the dumpster site as often as necessary to prevent the dumpster from becoming malodorous. Litter and debris, e.g. wooden pallets, mattresses, furniture, tires, or grease receptacles, shall not be allowed to accumulate around the dumpster, and all refuse shall be deposited in such manner as to prevent it from blowing out of the dumpster.

Section 8 - That Section 16-11(b) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows

Section 16-11(b) A dumpster container will not be collected when in the opinion of the director of waste management the container is filled with special handling wastes, hazardous wastes, construction material, or when the combined weight of the container and its contents is of such an excessive weight (Define excessive weight) as to pose a threat to the proper functioning of the packer truck lifting equipment.

Section 9 - That Section 16-14(c) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows

Section 16-14(c) Items generated from residential units such as televisions, tires off rims (up to four (4)), furniture, small scrap metal pieces, etc., will be collected free of charge by calling the division of waste management. Calls must be made at least twenty-four (24) hours in advance of the requested special pick-up. There is a maximum of one (1) special pickup per week, in addition to the regular pickup. Dumpsters placed in an apartment complex, townhouse complex or condominium complex will require a designated site for the collection of any special handling waste such as furniture, tires, etc. The location of this site must be indicated in the dumpster permit application. This site must be at least six (6) feet away from the screening of any dumpster enclosure and must not impede access to any dumpster enclosure. Clear signage must be posted indicating the "Pickup Area."

Section 10 - That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL
PUBLISHED:
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Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0748-25

File ID:	0748-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/07/2025
File Name:	Presentation: LFUCG Ad Valorem - Walk on			**Final Action:**	08/28/2025

Title: An Ordinance levying ad valorem taxes for municipal purposes for the Fiscal Year July 1, 2025 through June 30, 2026, on the assessed value of all taxable property within the taxing jurisdictions of the Lexington-Fayette Urban County Government (all taxes on each $100.00 of assessed valuation as of the January 1, 2025 assessment date), as follows: General Services District, $.075 on real property, including real property of public service companies, $.0911 on personal property, including personal property of public service companies, noncommercial aircraft, and noncommercial watercraft, $.1500 on insurance capital, $.0150 on tobacco in storage, and $.0450 on agricultural products in storage; Full Urban or Partial Urban Services Districts based on urban services available on real property, including real property of public service companies, $.137 for Refuse Collection, $.027 for Street Lights, $.009 for Street Cleaning, $.0920 on insurance capital, $.0150 on tobacco in storage, $.0450 on agricultural products in storage; abandoned urban property $1.00; and levying an ad valorem tax for municipal purposes at the rate of $.088 on each $100.00 of assessed value on all motor vehicles and watercraft within the taxing jurisdiction of the Lexington-Fayette Urban County Government as of the January 1, 2026 assessment date. [Council Office, Hall]

Notes:

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	FY26 Ad Valorem Presentation, ORD 0748-25 - FY2026 LFUCG ad valorem ordinance 4935-7406-8318 v.1.doc, O-066-2025	**Enactment Number:**	O-066-2025
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	08/12/2025	Approved and Referred to Docket with Hearing	Urban County Council	08/14/2025	Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025	
1	Urban County Council	08/28/2025	Approved			Pass

Text of Legislative File 0748-25

Title

An Ordinance levying ad valorem taxes for municipal purposes for the Fiscal Year July 1, 2025 through June 30, 2026, on the assessed value of all taxable property within the taxing jurisdictions of the Lexington-Fayette Urban County Government (all taxes on each $100.00 of assessed valuation as of the January 1, 2025 assessment date), as follows: General Services District, $.075 on real property, including real property of public service companies, $.0911 on personal property, including personal property of public service companies, noncommercial aircraft, and noncommercial watercraft, $.1500 on insurance capital, $.0150 on tobacco in storage, and $.0450 on agricultural products in storage; Full Urban or Partial Urban Services Districts based on urban services available on real property, including real property of public service companies, $.137 for Refuse Collection, $.027 for Street Lights, $.009 for Street Cleaning, $.0920 on insurance capital, $.0150 on tobacco in storage, $.0450 on agricultural products in storage; abandoned urban property $1.00; and levying an ad valorem tax for municipal purposes at the rate of $.088 on each $100.00 of assessed value on all motor vehicles and watercraft within the taxing jurisdiction of the Lexington-Fayette Urban County Government as of the January 1, 2026 assessment date. [Council Office, Hall]

Ad Valorem Options
FY 2026

Overview

- Required Ad Valorem dates
- Taxing Districts
- Real Estate Values
- Taxing Options
  - General Services Fund
  - Urban Services Fund
  - Special District Tax Rates
- Questions

Required Ad Valorem Dates

(KRS 132.0225)

M	T	W	TH	F
JULY 21	22 CERTIFICATION DATE DAY 1	23	24	25
28	29	30	31	AUGUST 1
4	5	6	7	8
11	12 WORK SESSION PRESENTATION & SET RATES	13	14 COUNCIL MEETING FIRST READING	15 FIRST ADVERTISEMENT*
18	19 WORK SESSION SECOND ADVERTISEMENT*	20	21	22
25	26 WORK SESSION	27	28 COUNCIL MEETING PUBLIC HEARING** SECOND READING	29
SEPTEMBER 1 LABOR DAY	2	3	4 DAY 45	5

Taxing Districts

- LFUCG Taxing Districts
  - General Services
  - Urban Services
    - o Refuse Collection
    - o Street Cleaning
    - o Street Lights
- Special Taxing Districts
  - Agricultural Extension Service
  - Health Department
  - Soil and Water Conservation District

LEXINGTON

What is Ad Valorem?

- An ad valorem tax is a tax based on the assessed value of an item, such as real estate or personal property.

- Calculation: Rate for every $100 value of property owned.
    - $260,000 home would be 260,000/100 = 2,600 * Tax Rate

- More information can be found on the Sheriff's Website: Property Tax FAQ | Fayette County Sheriff's Office, Lexington, KY (fayettesheriff.com)

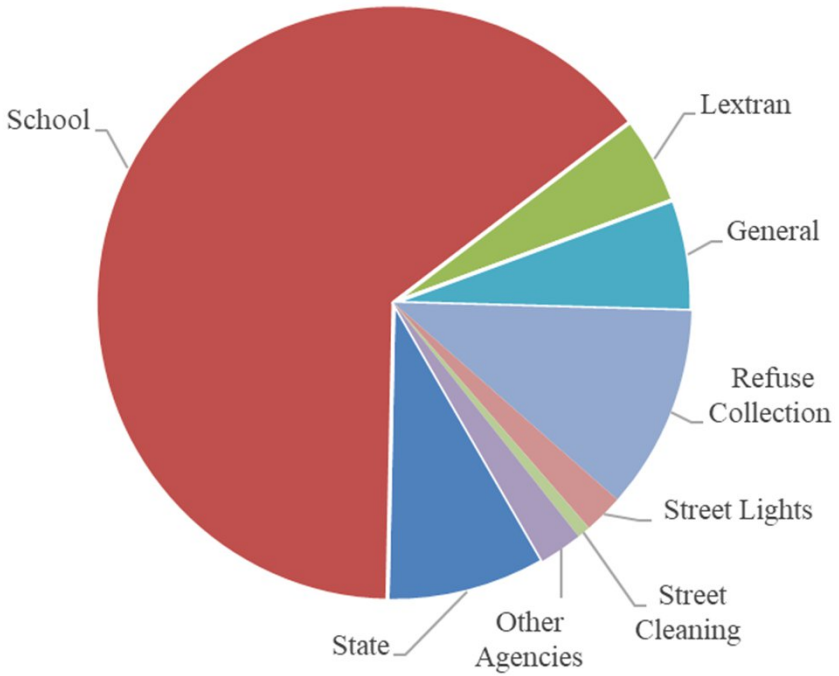
Tax Rates in Selected Kentucky Cities – FY 2025

City	City Rate	County Rate	Total City/County
Versailles	0.0550	0.15500	0.21000
Georgetown	0.0620	0.16130	0.22330
Elizabethtown	0.1100	0.15250	0.26250
Shepherdsville	0.1204	0.18000	0.30040
Winchester	0.1230	0.20700	0.33000
Lexington *	0.1750	0.16530	0.34030
Paris	0.1070	0.23400	0.34100
Richmond	0.1210	0.22310	0.34410
Florence	0.2390	0.16850	0.40750
Bowling Green	0.2040	0.21950	0.42350
Louisville	0.3190	0.12100	0.44000
Nicholasville	0.1860	0.26500	0.45100
Owensboro	0.2610	0.23500	0.49600
Frankfort	0.1970	0.35700	0.55400
Covington	0.2770	0.28100	0.55800
Fort Thomas	0.3480	0.27600	0.62400
Ashland	0.2397	0.46800	0.70770

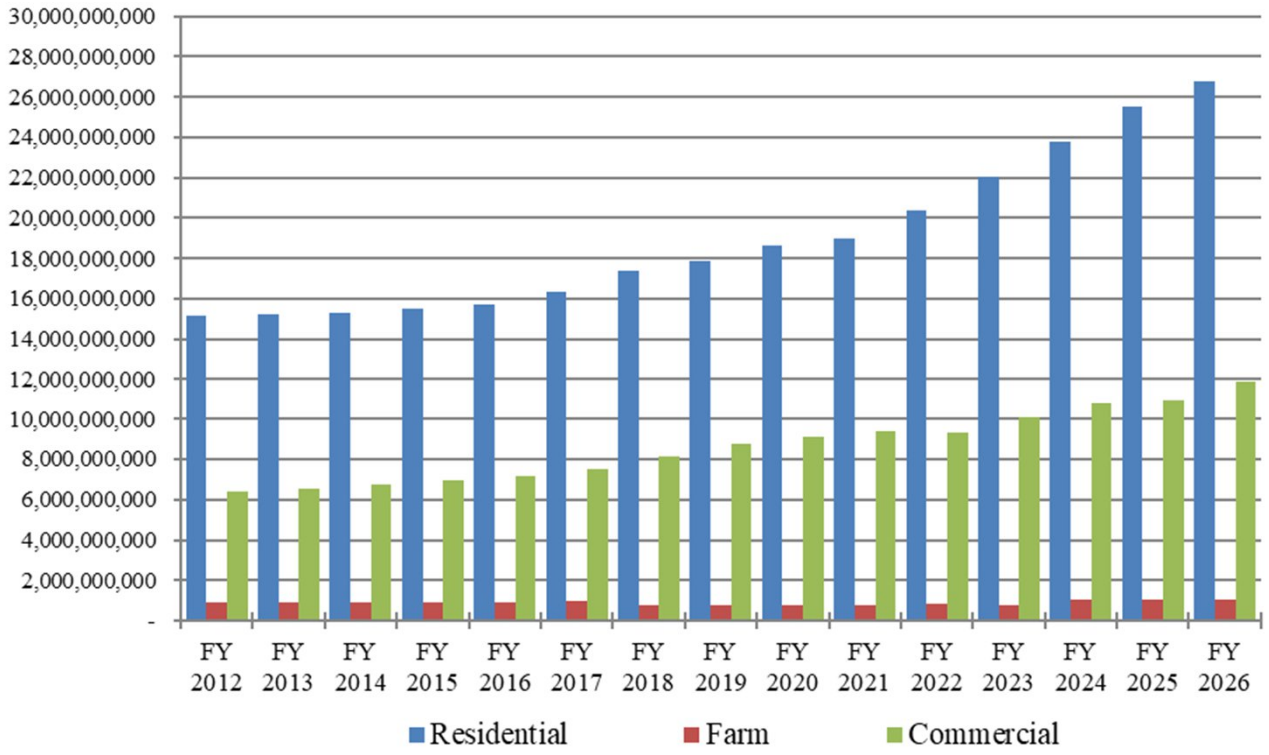
Comparison of Realty Tax Rates

Fayette County Tax Rates, 2024 (FY 2025)

Taxing District	Tax Rate	Tax Paid on $260,000 Property	Percent of Total Property Tax Bill
State	0.1090	$283.40	9.1%
School	0.8090	$2,103.40	64.1%
Lextran	0.0600	$156.00	4.7%
LFUCG			
General	0.0760	$197.60	6.0%
Urban			
Refuse Collection	0.1390	$361.40	11.0%
Street Lights	0.0270	$70.20	2.1%
Street Cleaning	0.0090	$23.40	0.7%
Extension	0.0040	$10.40	0.3%
Health	0.0243	$63.18	1.9%
Soil/Water	0.0010	$2.60	0.1%
TOTAL	1.2583	$3,271.58	100.0%



Real Estate Values – General Services



Ad Valorem Tax Rate Options for Consideration

- Selecting Compensating Rate will provide approximately the same revenue as previous fiscal year for existing property
- Selecting House Bill 44 rate will provide a 4% revenue increase from existing real properties
- If we set the rate above 4% then the rates will be subject to voter recall within 45 days if petition signed by 10% of voters in the last Presidential Election (14,547)

LEXINGTON

General Services Fund (Options 1 – 3)

Category	Prior Year Rates	Option 1 (Prior Year)	Option 2 (Compensating)	Option 3 (4%)
Real Estate	.076	.076	.073	.075
Personal Property	.0891	.0891	.0886	.0911
Motor Vehicles/Watercraft	.088	.088	.088	.088
Tobacco in Storage	.015	.015	.015	.015
Agri. Products in Storage	.045	.045	.045	.045
Insurance Companies Capital	.15	.15	.15	.15
Aircraft	.0891	.0891	.0886	.0911
Watercraft (Non-Commercial)	.0891	.0891	.0886	.0911
Abandoned Property	1	1	1	1
Revenue Impact		$ 630,850	$ (539,150)	$ 303,850
Un-budgeted Library Increase		$ (144,860)	$ (144,860)	$ (144,860)
Impact on Fund Balance:		*$ 485,990*	*$ (684,010)*	*$ 158,990*

Indicates rate is subject to recall and would result in two bills

General Services – Average Tax Bill

General Fund Property Tax Bill on a $260,000 House

Taxing District	Option 1 (Prior Year)	Option 2 (Compensating)	Option 3 (4%)
Rate	0.076	0.073	0.075
LFUCG			
General	$197.60	$189.80	$195.00
Total	**$197.60**	**$189.80**	**$195.00**

General Services Fund – Recommendation

- The Administration recommends Option 3, which is the House Bill 44 allowable 4%.

Urban Services Fund (Options 1 – 4)

Category	Prior Year Rates	Option 1 (Prior Year)	Option 2 (Compensating)	Option 3 (4%)	Option 4 (Cost of Service)
Refuse Collection	0.139	0.139	0.132	0.137	0.146
Street Lights	0.027	0.027	0.026	0.027	0.023
Street Cleaning	0.009	0.009	0.009	0.009	0.008
Public Service Companies	0.175	0.175	0.167	0.173	0.177
Insurance Co Capital	0.092	0.092	0.092	0.092	0.092
Impact on Fund Balance:		*$1,129,000*	*($1,586,000)*	*$452,000*	*$1,819,000*

Indicates rate is subject to recall and would result in two bills

Urban Services – Average Tax Bill

Urban Services Fund Property Tax Bill on a $260,000 House

Taxing District	Option 1 (Prior Year)	Option 2 (Compensating)	Option 3 (4%)	Option 4 (Cost of Service)
LFUCG				
Refuse Collection	$361.40	$343.20	$356.20	$379.60
Street Lights	70.20	67.60	70.20	59.80
Street Cleaning	23.40	23.40	23.40	20.80
Total	**$455.00**	**$434.20**	**$449.80**	**$460.20**

Urban Services Fund – Recommendation

- The Administration recommends Option 3, which is the House Bill 44 allowable 4%.

Special Tax Districts

Taxing District		Current Rates	Requested Rates*
Soil and Water Conservation			
	Real Property	0.001	0.001
Extension*			
	Real Property	0.004	0.004
	Personal Property	0.0053	0.0055
Health			
	Real Property	0.0243	0.0243
	Personal Property	0.0243	0.0243

*LFUCG is only required to approve if they request above the compensating rate, and Extension has elected the Compensating Rate for FY 2026.

Questions?

LEXINGTON

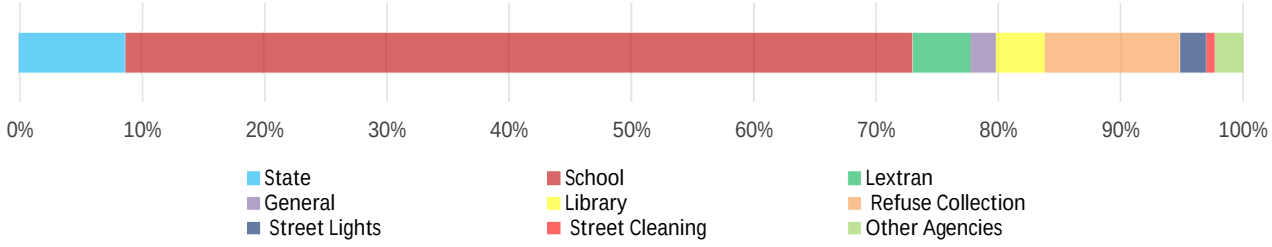
Average Tax Bill

Property Tax Bill on a $260,000 house

Taxing District	Current Rates	Proposed Rates
General	$197.60	$195.00
Refuse Collection	361.40	$356.20
Street Lights	70.20	$70.20
Street Cleaning	23.40	$23.40
TOTAL	**$652.60**	**$644.80**

Comparison of Realty Tax Rates

2024 Property Tax Rates Fayette County –Urban Services Resident



ORDINANCE NO. _____- 2025

AN ORDINANCE LEVYING AD VALOREM TAXES FOR MUNICIPAL PURPOSES FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026, ON THE ASSESSED VALUE OF ALL TAXABLE PROPERTY WITHIN THE TAXING JURISDICTIONS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (ALL TAXES ON EACH $100.00 OF ASSESSED VALUATION AS OF THE JANUARY 1, 2025 ASSESSMENT DATE), AS FOLLOWS: GENERAL SERVICES DISTRICT, $.075 ON REAL PROPERTY, INCLUDING REAL PROPERTY OF PUBLIC SERVICE COMPANIES, $.0911 ON PERSONAL PROPERTY, INCLUDING PERSONAL PROPERTY OF PUBLIC SERVICE COMPANIES, NONCOMMERCIAL AIRCRAFT, AND NONCOMMERCIAL WATERCRAFT, $.1500 ON INSURANCE CAPITAL, $.0150 ON TOBACCO IN STORAGE, AND $.0450 ON AGRICULTURAL PRODUCTS IN STORAGE; FULL URBAN OR PARTIAL URBAN SERVICES DISTRICTS BASED ON URBAN SERVICES AVAILABLE ON REAL PROPERTY, INCLUDING REAL PROPERTY OF PUBLIC SERVICE COMPANIES, $.137 FOR REFUSE COLLECTION, $.027 FOR STREET LIGHTS, $.009 FOR STREET CLEANING, $.0920 ON INSURANCE CAPITAL, $.0150 ON TOBACCO IN STORAGE, $.0450 ON AGRICULTURAL PRODUCTS IN STORAGE; ABANDONED URBAN PROPERTY $1.00; AND LEVYING AN AD VALOREM TAX FOR MUNICIPAL PURPOSES AT THE RATE OF $.088 ON EACH $100.00 OF ASSESSED VALUE ON ALL MOTOR VEHICLES AND WATERCRAFT WITHIN THE TAXING JURISDICTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AS OF THE JANUARY 1, 2026 ASSESSMENT DATE.

WHEREAS, pursuant to KRS 67A.850 and Charter Section 8.06 it is necessary to levy ad valorem taxes on all taxable property, other than motor vehicles and watercraft, within the taxing jurisdiction of the Lexington-Fayette Urban County Government as of the January 1, 2025 assessment date; and

WHEREAS, pursuant to KRS 132.0225 if a taxing district fails to establish a final tax rate within forty-five (45) days of certification by the Kentucky Revenue Cabinet of the assessment, the taxing district shall be required to use the compensating tax rate for that year's property tax bills; and

WHEREAS, pursuant to KRS 132.487 it is necessary to levy an ad valorem tax on all motor vehicles and watercraft within the taxing jurisdiction of the Lexington-Fayette Urban County Government as of the January 1, 2026 assessment date by no later than October 1, 2025.

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

Section 1 – That for the purposes of support of the General Services District and the payment of its debts and expenses for the Fiscal Year July 1, 2025 through June 30, 2026, there be and hereby are levied ad valorem taxes on each One Hundred Dollars

($100.00) of the assessed valuation of all taxable property within the General Services District taxing jurisdiction of the Lexington-Fayette Urban County Government as of the January 1, 2025, assessment date as follows:

a.	Real Property, including Real Property of Public Service Companies (on the Department of Revenue assessed valuation):	
	General Services District Fund	$.075
b.	Personal Property, including Personal Property of Public Service Companies, Noncommercial Aircraft, and Noncommercial Watercraft (on the Department of Revenue assessed valuation):	
	General Services District Fund	$.0911
c.	Insurance Capital	$.1500
d.	Tobacco in Storage	$.0150
e.	Agricultural Products in Storage	$.0450

Section 2 – That for the purpose of support of the Urban Services Districts and the payment of their debts and expenses for the Fiscal Year July 1, 2025 through June 30, 2026, based upon urban services available, there be and hereby are levied ad valorem taxes on each One Hundred Dollars ($100.00) of the assessed valuation of all taxable property within the Full Urban or Partial Urban Services Districts of the Lexington-Fayette Urban County Government as of the January 1, 2025 assessment date, as follows:

a.	Real Property, including Real Property of Public Service Companies (on the Department of Revenue assessed valuation):		
	1.	Refuse Collection	$.137
	2.	Street Lights	$.027
	3.	Street Cleaning	$.009
b.	Insurance Capital		$.0920
c.	Tobacco in Storage		$.0150
d.	Agricultural Products in Storage		$.0450

Section 3 – That pursuant to KRS 132.012 and Section 7-40 of the Code of Ordinances, Lexington-Fayette Urban County Government, there be and hereby is levied an additional ad valorem tax of $1.00 on each One Hundred Dollars ($100.00) of the assessed valuation of all taxable property which has been determined to be abandoned

urban property pursuant to the statute and Code of Ordinances as of the January 1, 2025 assessment date, but in no instance shall the total tax on such properties exceed the maximum rate allowable by law.

Section 4 – That for the purposes of support of the General Services District and the payment of its debts and expenses, there be and hereby is levied an ad valorem tax at the rate of $.088 on each $100.00 of assessed value on all motor vehicles and watercraft within the General Services District taxing jurisdiction of the Lexington-Fayette Urban County Government as of the January 1, 2026 assessment date.

Section 5 – That the preamble to this Ordinance be and hereby is incorporated herein by reference as if the same were set out in full.

Section 6 – That the Clerk of the Urban County Council be and hereby is directed to forward a copy of this Ordinance, along with an appropriate cover letter, to the Department of Revenue, Office of Property Valuation, Attn: David Gordon, Executive Director, 501 High Street, Frankfort, Kentucky 40601.

Section 7 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0748-25:EPT_4935-7406-8318, v. 1

ORDINANCE NO. 066 - 2025

AN ORDINANCE LEVYING AD VALOREM TAXES FOR MUNICIPAL PURPOSES FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026, ON THE ASSESSED VALUE OF ALL TAXABLE PROPERTY WITHIN THE TAXING JURISDICTIONS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (ALL TAXES ON EACH $100.00 OF ASSESSED VALUATION AS OF THE JANUARY 1, 2025 ASSESSMENT DATE), AS FOLLOWS: GENERAL SERVICES DISTRICT, $.075 ON REAL PROPERTY, INCLUDING REAL PROPERTY OF PUBLIC SERVICE COMPANIES, $.0911 ON PERSONAL PROPERTY, INCLUDING PERSONAL PROPERTY OF PUBLIC SERVICE COMPANIES, NONCOMMERCIAL AIRCRAFT, AND NONCOMMERCIAL WATERCRAFT, $.1500 ON INSURANCE CAPITAL, $.0150 ON TOBACCO IN STORAGE, AND $.0450 ON AGRICULTURAL PRODUCTS IN STORAGE; FULL URBAN OR PARTIAL URBAN SERVICES DISTRICTS BASED ON URBAN SERVICES AVAILABLE ON REAL PROPERTY, INCLUDING REAL PROPERTY OF PUBLIC SERVICE COMPANIES, $.137 FOR REFUSE COLLECTION, $.027 FOR STREET LIGHTS, $.009 FOR STREET CLEANING, $.0920 ON INSURANCE CAPITAL, $.0150 ON TOBACCO IN STORAGE, $.0450 ON AGRICULTURAL PRODUCTS IN STORAGE; ABANDONED URBAN PROPERTY $1.00; AND LEVYING AN AD VALOREM TAX FOR MUNICIPAL PURPOSES AT THE RATE OF $.088 ON EACH $100.00 OF ASSESSED VALUE ON ALL MOTOR VEHICLES AND WATERCRAFT WITHIN THE TAXING JURISDICTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AS OF THE JANUARY 1, 2026 ASSESSMENT DATE.

WHEREAS, pursuant to KRS 67A.850 and Charter Section 8.06 it is necessary to levy ad valorem taxes on all taxable property, other than motor vehicles and watercraft, within the taxing jurisdiction of the Lexington-Fayette Urban County Government as of the January 1, 2025 assessment date; and

WHEREAS, pursuant to KRS 132.0225 if a taxing district fails to establish a final tax rate within forty-five (45) days of certification by the Kentucky Revenue Cabinet of the assessment, the taxing district shall be required to use the compensating tax rate for that year's property tax bills; and

WHEREAS, pursuant to KRS 132.487 it is necessary to levy an ad valorem tax on all motor vehicles and watercraft within the taxing jurisdiction of the Lexington-Fayette Urban County Government as of the January 1, 2026 assessment date by no later than October 1, 2025.

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

Section 1 – That for the purposes of support of the General Services District and the payment of its debts and expenses for the Fiscal Year July 1, 2025 through June 30, 2026, there be and hereby are levied ad valorem taxes on each One Hundred Dollars ($100.00)

of the assessed valuation of all taxable property within the General Services District taxing jurisdiction of the Lexington-Fayette Urban County Government as of the January 1, 2025, assessment date as follows:

a.	Real Property, including Real Property of Public Service Companies (on the Department of Revenue assessed valuation):	
	General Services District Fund	$.075
b.	Personal Property, including Personal Property of Public Service Companies, Noncommercial Aircraft, and Noncommercial Watercraft (on the Department of Revenue assessed valuation):	
	General Services District Fund	$.0911
c.	Insurance Capital	$.1500
d.	Tobacco in Storage	$.0150
e.	Agricultural Products in Storage	$.0450

Section 2 – That for the purpose of support of the Urban Services Districts and the payment of their debts and expenses for the Fiscal Year July 1, 2025 through June 30, 2026, based upon urban services available, there be and hereby are levied ad valorem taxes on each One Hundred Dollars ($100.00) of the assessed valuation of all taxable property within the Full Urban or Partial Urban Services Districts of the Lexington-Fayette Urban County Government as of the January 1, 2025 assessment date, as follows:

a.	Real Property, including Real Property of Public Service Companies (on the Department of Revenue assessed valuation):		
	1.	Refuse Collection	$.137
	2.	Street Lights	$.027
	3.	Street Cleaning	$.009
b.	Insurance Capital		$.0920
c.	Tobacco in Storage		$.0150
d.	Agricultural Products in Storage		$.0450

Section 3 – That pursuant to KRS 132.012 and Section 7-40 of the Code of Ordinances, Lexington-Fayette Urban County Government, there be and hereby is levied an additional ad valorem tax of $1.00 on each One Hundred Dollars ($100.00) of the assessed valuation of all taxable property which has been determined to be abandoned

urban property pursuant to the statute and Code of Ordinances as of the January 1, 2025 assessment date, but in no instance shall the total tax on such properties exceed the maximum rate allowable by law.

Section 4 – That for the purposes of support of the General Services District and the payment of its debts and expenses, there be and hereby is levied an ad valorem tax at the rate of $.088 on each $100.00 of assessed value on all motor vehicles and watercraft within the General Services District taxing jurisdiction of the Lexington-Fayette Urban County Government as of the January 1, 2026 assessment date.

Section 5 – That the preamble to this Ordinance be and hereby is incorporated herein by reference as if the same were set out in full.

Section 6 – That the Clerk of the Urban County Council be and hereby is directed to forward a copy of this Ordinance, along with an appropriate cover letter, to the Department of Revenue, Office of Property Valuation, Attn: David Gordon, Executive Director, 501 High Street, Frankfort, Kentucky 40601.

Section 7 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: August 28,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: September 5,2025-1t
0748-25:EPT_4935-7406-8318, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0355-22

File ID:	0355-22	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	04/07/2022
File Name:	page break			**Final Action:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0355-22

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0666-25

File ID:	0666-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	242-2025	**In Control:**	Urban County Council
				File Created:	06/24/2025
File Name:	Release of Easement Frankfort Court			**Final Action:**	08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a release, releasing a portion of a retention easement on the property located at 2262 Frankfort Ct. [Div. of Water Quality, Martin]

Notes: In office! MS

CILOO SAF in the CCO. Returned to DB via IOM 9/2/2025. MS

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Release of Easement Frankfort Ct., 2262 Frankfort Map, Frankfort 2262, RESO 666-25 - 2262 Frankfort Court Release 4908-3270-8702 v.1.docx, R-378-2025, Contract #242-2025	**Enactment Number:**	R-378-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Debbie Barnett	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0666-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a release, releasing a portion of a retention easement on the property located at 2262 Frankfort Ct. [Div. of Water Quality, Martin]

Summary

Authorization to approve a Release of Easement at 2262 Frankfort Court. The easement is no longer needed. No Budgetary impact. (L0666-25)(Martin/Albright)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes Evan P. Thompson 6/6/25

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

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: RELEASE OF A RETENTION EASEMENT AT 2262 FRANKFORT COURT

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 release of a retention easement at 2262 Frankfort Court.

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.

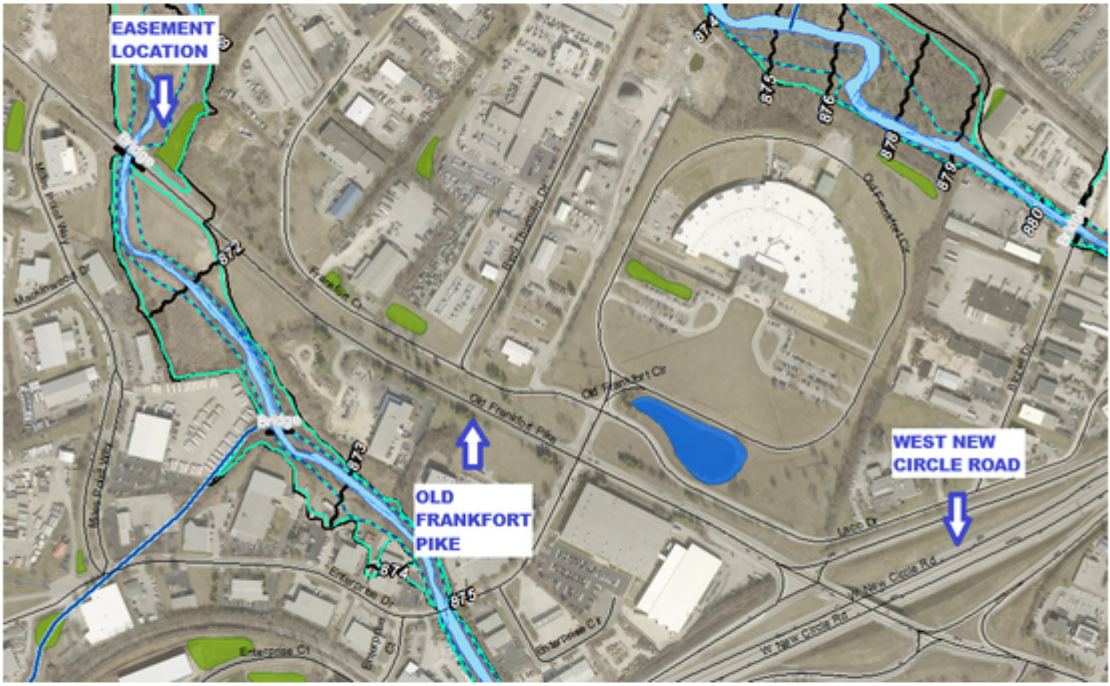
Are Funds Budgeted
N/A.

Law Review
E. Thompson, 06/06/2025.

Martin/Albright

DRB

cc: Debbie R. Barnett
Gregory Lubeck, PE


EASEMENT LOCATION
OLD FRANKFORT PIKE
WEST NEW CIRCLE ROAD

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, is made and entered into this _____ day of _____, 202_, by and between (i) the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government pursuant to Chapter 67A of the Kentucky Revised Statutes, having its address at 200 East Main Street, Lexington, Kentucky 40507 (the "LFUCG"), and (ii) FRANKFORT COURT STORAGE, LLC, with a mailing address of 2640 Sandersville Road, Lexington, KY 40511, (the "Owner").

WITNESSETH:

WHEREAS, through that certain final record plat of record in Plat Cabinet J, Slide 241 in the Fayette County Clerk's Office (the "Plat"), LFUCG acquired a Retention Easement over a portion of 2262 Frankfort Court (referred to herein as the "Released Easement"); and

WHEREAS, the Released Easement is no longer necessary as LFUCG has determined that the Released Easement is no longer necessary to achieve its original purpose. The Released Easement is shown within the crosshatched areas shown on Exhibit "A" attached hereto and is more particularly described as follows, to-wit:

BEGINNING at a point in the north right-of-way of KY 1681 (Old Frankfort Pike), said point being the southwest corner of Frankfort Court Storage, LLC, (Deed Book 2780, Page 72; Block A Lot 1 of the Wolf Run Industrial Park). Thence leaving the KY 1681 right-of-way and with the Frankfort Court Storage, LLC boundary line for two (2) calls as follows:

N 38º 16' 03" E a distance of 353.88';

S 52º 07' 33" E a distance of 106.97';

Thence leaving the line and severing the Frankfort Court Storage, LLC property S 17º 25' 47" W a distance of 394.10' to a point in the Frankfort Court Storage, LLC boundary line, said line being a common line with the KY 1681 (Old Frankfort Pike) north right-of-way.

Thence following the KY 1681 (Old Frankfort Pike) north right-of-way N 48º 33' 33" W a distance of 247.53' to the point of beginning containing +/-1.46 acres (+/-63,481 SF).

WHEREAS, the Released Easement is no longer required by LFUCG and LFUCG desires to release and extinguish its interest in and to such Released Easement but not with respect to any and all other easements shown on the Plat.

NOW THEREFORE, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LFUCG hereby releases unto the Owners all of its right, title and interest in and to the Released Easement, as shown on Exhibit "A".

It is the intention of the LFUCG to forever extinguish its interest in the Released Easement and the Owner, its successors and assigns forever, shall hereafter have and enjoy said property free and discharged from the interests of the LFUCG as to the Released Easement; provided, however, that this Release of Easement shall not extinguish the interest of the LFUCG in the remaining easements as depicted on the Plat.

IN WITNESS WHEREOF, the LFUCG has hereunto executed this Release of Easement on this the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

_____
Mayor

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

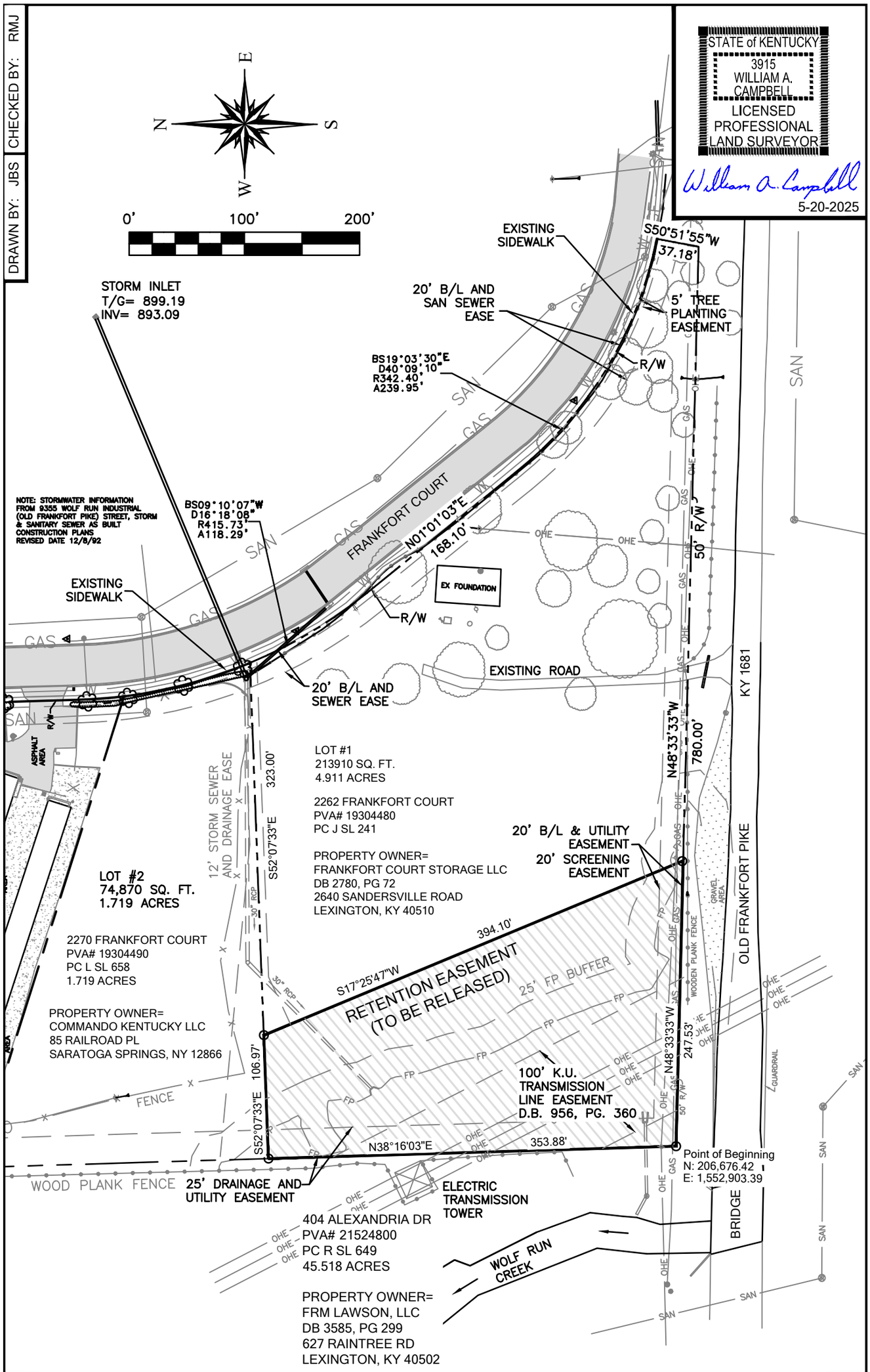
The foregoing instrument was acknowledged before me by _____, as _____ of Lexington-Fayette Urban County Government, an urban county government pursuant to KRS 67, on behalf of said government, on this _____ day of _____, 202_.

My Commission Expires:_____

_____
NOTARY PUBLIC, KENTUCKY,
STATE AT LARGE

THIS INSTRUMENT
PREPARED BY:

_____
Nick Nicholson
Stoll Keenon Ogden PLLC
300 W. Vine St., Suite 2100
Lexington, KY 40507
(859) 231-3000



RMJE

CIVIL | GEOTECHNICAL | SURVEYING | MATERIAL TESTING

PO BOX 444
HINDMAN, KY 41822

3213 SUMMIT SQUARE PLACE
SUITE 100
LEXINGTON, KY 40509

PO BOX 2
TOMPKINSVILLE, KY 42167

FRANKFORT COURT STORAGE, LLC

2262 FRANKFORT COURT, LEXINGTON, KY 40511

WOLF RUN INDUSTRIAL PARK
RETENTION EASEMENT EXHIBIT MAP

PROJECT: 22-011
DATE: 5-20-2025

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RELEASE, RELEASING A PORTION OF A RETENTION EASEMENT ON THE PROPERTY LOCATED AT 2262 FRANKFORT COURT.

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 Release, which is attached hereto and incorporated herein by reference, releasing a portion of a Retention Easement on the property located at 2262 Frankfort Court.

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
666-25:EPT:4908-3270-8702, v. 1

RESOLUTION NO. 378 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RELEASE, RELEASING A PORTION OF A RETENTION EASEMENT ON THE PROPERTY LOCATED AT 2262 FRANKFORT COURT.

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 Release, which is attached hereto and incorporated herein by reference, releasing a portion of a Retention Easement on the property located at 2262 Frankfort Court.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

666-25:EPT:4908-3270-8702, v. 1

Copy in lieu of original

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: RELEASE OF A RETENTION EASEMENT AT 2262 FRANKFORT COURT

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 release of a retention easement at 2262 Frankfort Court.

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, 06/06/2025.

Martin/Albright

DRB

cc: Debbie R. Barnett
Gregory Lubeck, PE

Debbie R Barnett

From: Evan P Thompson
Sent: Friday, June 6, 2025 8:29 AM
To: Debbie R Barnett
Subject: RE: 2262 Frankfort release request

This is okay.

Evan P. Thompson
Acting Managing Attorney
Department of Law

859.258.3500 office
859.258.3538 fax
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>
Sent: Thursday, June 5, 2025 2:33 PM
To: Ben Cornett <jcornett@lexingtonky.gov>; David Filiatreau <dfiliatreau@lexingtonky.gov>; Debbie R Barnett <dbarnett@lexingtonky.gov>; Doug Baldwin <dbaldwin@lexingtonky.gov>; Evan P Thompson <ethompson@lexingtonky.gov>; John Cassel <jcassel@lexingtonky.gov>
Subject: 2262 Frankfort release request

RELEASE OF EASEMENT ROUTING

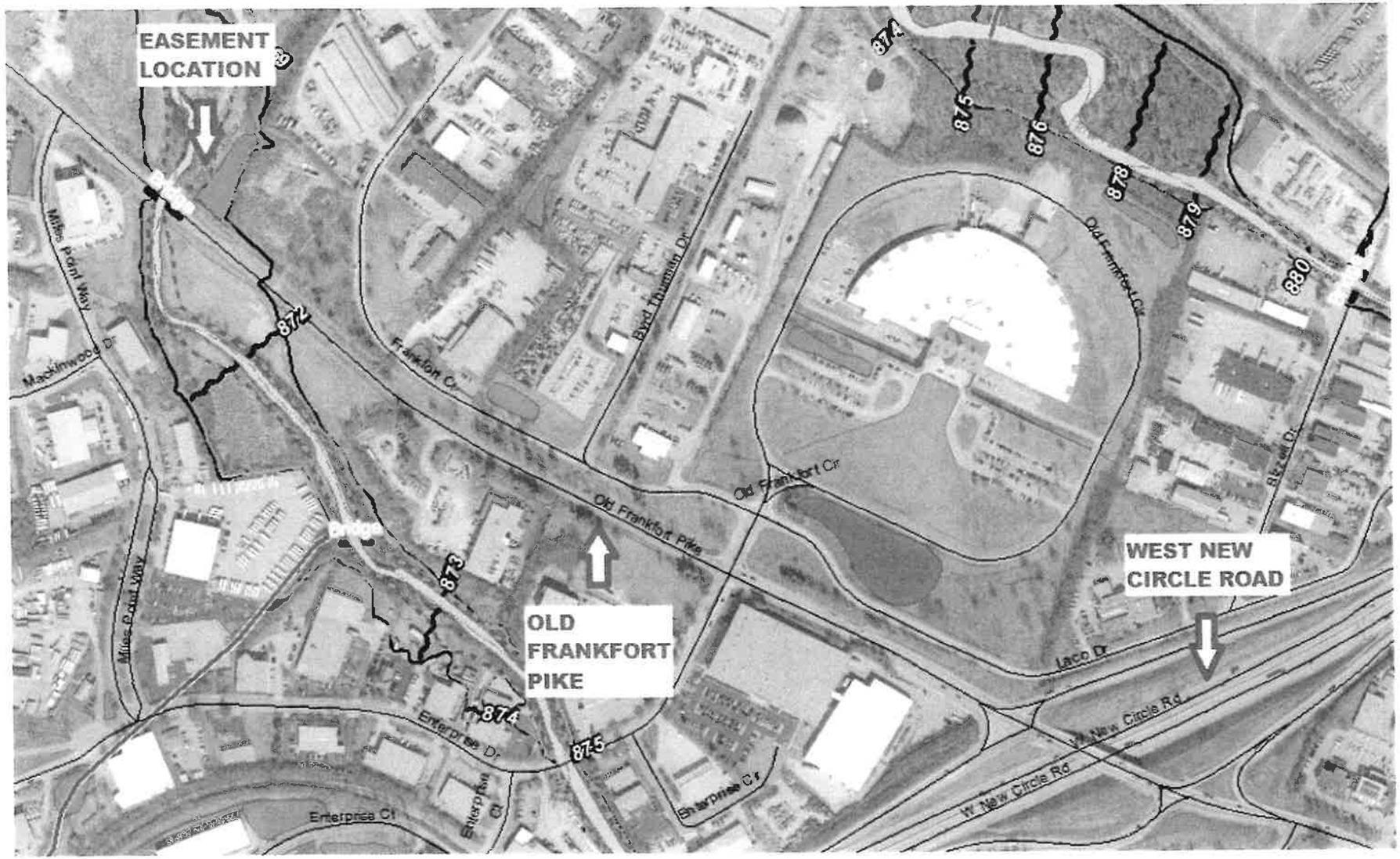
Please review the enclosed package of information for conflicts/problems with the requested RELEASE OF EASEMENT.

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


EASEMENT LOCATION
OLD FRANKFORT PIKE
WEST NEW CIRCLE ROAD
Old Frankfort Pike
Old Frankfort Cir
Franklon Cr
Byrd Thurman Dr
Miles Point Way
Mackinwood Dr
Bridge
Enterprise Dr
Enterprise Ct
Laco Dr
W New Circle Rd
871
872
873
874
875
876
877
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879
880

Debbie R Barnett

From: Evan P Thompson
Sent: Friday, June 6, 2025 8:29 AM
To: Debbie R Barnett
Subject: RE: 2262 Frankfort release request

This is okay.

Evan P. Thompson
Acting Managing Attorney
Department of Law

859.258.3500 office
859.258.3538 fax
lexingtonky.gov

1775-2025

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Sent: Thursday, June 5, 2025 2:33 PM
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Subject: 2262 Frankfort 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

RELEASE OF EASEMENT

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WITNESSETH:

WHEREAS, through that certain final record plat of record in Plat Cabinet J, Slide 241 in the Fayette County Clerk's Office (the "Plat"), LFUCG acquired a Retention Easement over a portion of 2262 Frankfort Court (referred to herein as the "Released Easement"); and

WHEREAS, the Released Easement is no longer necessary as LFUCG has determined that the Released Easement is no longer necessary to achieve its original purpose. The Released Easement is shown within the crosshatched areas shown on Exhibit "A" attached hereto and is more particularly described as follows, to-wit:

BEGINNING at a point in the north right-of-way of KY 1681 (Old Frankfort Pike), said point being the southwest corner of Frankfort Court Storage, LLC, (Deed Book 2780, Page 72; Block A Lot 1 of the Wolf Run Industrial Park). Thence leaving the KY 1681 right-of-way and with the Frankfort Court Storage, LLC boundary line for two (2) calls as follows:

N 38° 16' 03" E a distance of 353.88';

S 52° 07' 33" E a distance of 106.97';

Thence leaving the line and severing the Frankfort Court Storage, LLC property S 17° 25' 47" W a distance of 394.10' to a point in the Frankfort Court Storage, LLC boundary line, said line being a common line with the KY 1681 (Old Frankfort Pike) north right-of-way.

Thence following the KY 1681 (Old Frankfort Pike) north right-of-way N 48° 33' 33" W a distance of 247.53' to the point of beginning containing +/-1.46 acres (+/-63,481 SF).

WHEREAS, the Released Easement is no longer required by LFUCG and LFUCG desires to release and extinguish its interest in and to such Released Easement but not with respect to any and all other easements shown on the Plat.

NOW THEREFORE, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LFUCG hereby releases unto the Owners all of its right, title and interest in and to the Released Easement, as shown on Exhibit "A".

It is the intention of the LFUCG to forever extinguish its interest in the Released Easement and the Owner, its successors and assigns forever, shall hereafter have and enjoy said property free and discharged from the interests of the LFUCG as to the Released Easement; provided, however, that this Release of Easement shall not extinguish the interest of the LFUCG in the remaining easements as depicted on the Plat.

IN WITNESS WHEREOF, the LFUCG has hereunto executed this Release of Easement on this the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Linda Gorton
Mayor

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me by Linda Gorton, as Mayor of Lexington-Fayette Urban County Government, an urban county government pursuant to KRS 67, on behalf of said government, on this 2nd day of September, 2025.

My Commission Expires: 11/20/2027

Mackenzie Stock
NOTARY PUBLIC, KENTUCKY, ID# 82853
STATE AT LARGE

THIS INSTRUMENT
PREPARED BY:

Nick Nicholson
Stoll Keenon Ogden PLLC
300 W. Vine St., Suite 2100
Lexington, KY 40507
(859) 231-3000

DRAWN BY: JBS | CHECKED BY: RMJ

0' 100' 200'

STATE of KENTUCKY
3915
WILLIAM A. CAMPBELL
LICENSED PROFESSIONAL LAND SURVEYOR

William A Campbell

5-20-2025

EXISTING SIDEWALK

S50°51'55"W 37.18'

STORM INLET
T/G= 899.19
INV= 893.09

20' B/L AND SAN SEWER EASE

5' TREE PLANTING EASEMENT

R/W

BS19°03'30"E
D40°09'10"
R342.40'
A239.95'

NOTE: STORMWATER INFORMATION FROM 9355 WOLF RUN INDUSTRIAL (OLD FRANKFORT PIKE) STREET, STORM & SANITARY SEWER AS BUILT CONSTRUCTION PLANS REVISED DATE 12/8/92

BS09°10'07"W
D16°18'08"
R415.73'
A118.29'

FRANKFORT COURT

N01°01'03"E 168.10'

50' R/W

EX FOUNDATION

EXISTING SIDEWALK

R/W

EXISTING ROAD

20' B/L AND SEWER EASE

KY 1681

OLD FRANKFORT PIKE

LOT #1
213910 SQ. FT.
4.911 ACRES

2262 FRANKFORT COURT
PVA# 19304480
PC J SL 241

PROPERTY OWNER=
FRANKFORT COURT STORAGE LLC
DB 2780, PG 72
2640 SANDERSVILLE ROAD
LEXINGTON, KY 40510

N48°33'33"W 780.00'

20' B/L & UTILITY EASEMENT
20' SCREENING EASEMENT

12' STORM SEWER AND DRAINAGE EASE

323.00'

S52°07'33"E

LOT #2
74,870 SQ. FT.
1.719 ACRES

2270 FRANKFORT COURT
PVA# 19304490
PC L SL 658
1.719 ACRES

PROPERTY OWNER=
COMMANDO KENTUCKY LLC
85 RAILROAD PL
SARATOGA SPRINGS, NY 12866

394.10'

S17°25'47"W

RETENTION EASEMENT (TO BE RELEASED)

25' FP BUFFER

247.53'

N48°33'33"W

100' K.U. TRANSMISSION LINE EASEMENT D.B. 956, PG. 360

106.97'

S52°07'33"E

N38°16'03"E 353.88'

Point of Beginning
N: 206,676.42
E: 1,552,903.39

FENCE

WOOD PLANK FENCE

25' DRAINAGE AND UTILITY EASEMENT

ELECTRIC TRANSMISSION TOWER

404 ALEXANDRIA DR
PVA# 21524800
PC R SL 649
45.518 ACRES

PROPERTY OWNER=
FRM LAWSON, LLC
DB 3585, PG 299
627 RAINTREE RD
LEXINGTON, KY 40502

BRIDGE

WOLF RUN CREEK

RMJE

CIVIL | GEOTECHNICAL | SURVEYING | MATERIAL TESTING

PO BOX 444
HINDMAN, KY 41822

3213 SUMMIT SQUARE PLACE
SUITE 100
LEXINGTON, KY 40509

PO BOX 2
TOMPKINSVILLE, KY 42167

FRANKFORT COURT STORAGE, LLC
2262 FRANKFORT COURT, LEXINGTON, KY 40511

WOLF RUN INDUSTRIAL PARK
RETENTION EASEMENT EXHIBIT MAP

PROJECT: 22-011
DATE: 5-20-2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0682-25

File ID:	0682-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	231-2025	**In Control:**	Urban County Council
				File Created:	06/27/2025
File Name:	Mountain Bike Trails MOU			**Final Action:**	08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Bluegrass Chapter of the Ky. Mountain Bike Association, to provide volunteer trail building, maintenance, and trail advisement for a period of one year, with no budgetary impact. [Div. of Parks and Recreation, Conrad]

Notes: RIO 8/6/2025. MS

SAF in the CCO. Returned via scans to Roger Daman 8/25/2025. MS

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Blue Sheet Memo Mountain Bike Trails MOU - Signed, Mountain Bike Trails MOU, RESO 0682-25 4917-5417-4044 v.1.docx, R-379-2025, Contract #231-2025	**Enactment Number:**	R-379-2025
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0682-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Bluegrass Chapter of the Ky. Mountain Bike Association, to provide volunteer trail building, maintenance, and trail advisement for a period of one year, with no budgetary impact. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a Memorandum of Understanding with the Bluegrass Chapter of the Kentucky Mountain Bike Association to provide volunteer trail building, maintenance, and trail advisement for a period of one year, with an automatic renewal at the end of each year unless terminated with a minimum thirty (30) day notice. No Budgetary impact. (L0692-25)(Conrad/Ford)

Budgetary Implications [select]: No
Advance Document Review:

Law: Yes, Completed by William Razor, 7/20/2025

Risk Management: No

Fully Budgeted [select]: N/A
Account Number:
This Fiscal Year Impact:
Annual Impact: N/A
Project:
Activity:
Budget Reference:
Current Balance:

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

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

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

RE: **Mountain Bike Trails Memorandum of Agreement**

DATE: **June 27, 2025**

Request

This is a request for Council approval of a Memorandum of Understanding (MOU) between the Bluegrass Chapter of the Kentucky Mountain Bike Association (the "Club") and the Lexington-Fayette Urban County Government Division of Parks and Recreation. The MOU will be effective for an initial one year term that begins upon approval of each party and will automatically renew at the end of each year unless either party wishes to terminate the MOU with a minimum of a thirty (30) day notice.

Why are you requesting?

Department needs this action completed because:

The Memorandum of Understanding is to define the mutually agreed upon promises, conditions, and covenants in regards to the implementation of design, layout, construction and use of natural surface, mountain bike trails and mountain bike skills parks as well as advisory input and volunteer assistance expressed within the agreement.

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

The cost for this FY is: $0

The cost for future FY is: $0

Are the funds budgeted? Not Applicable

The funds are budgeted or a budget amendment is in process: Not Applicable

Account numbers: None

File Number: 0682-25

Director/Commissioner: Conrad/Ford

MEMORANDUM OF UNDERSTANDING
Mountain Bike Trails – Lexington, Kentucky

This is a Memorandum of Understanding ("MOU") between the Bluegrass Chapter of the Kentucky Mountain Bike Association (the "Club"), a 501(c)(3) non-profit organization, and the Lexington-Fayette Urban County Government ("LFUCG"), an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, with the effective date of _____.

WHEREAS LFUCG is the owner of park property located in Lexington, Kentucky, and which wishes to implement the design, layout, construction, and use of natural surface, mountain bike trails and mountain bike skills parks (the "Trails") on such real property located in Lexington, Kentucky.

WHEREAS the Club will be providing advisory input and volunteer assistance on the design, layout, maintenance, construction, and use of the mountain biking trails in Lexington parks.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, LFUCG and the Club agree as follows:

1. The Club may advise and propose in respect to the design, features, and layout of mountain biking trails in LFUCG Parks. LFUCG shall retain oversight and control of the project, to include prior final approval of any changes, additions or deletions of trails or trail amenities and features.

    ~~a.~~ The skill level of the mountain biking course will be designated prior to construction and included on planning documents. Courses shall be designated as Beginner (green circle with wave through center); Intermediate (blue squire with wave through center); and Advanced (black diamond with wave through center)

    b. Changing the approved course skill level or adding features will require approval prior to installation. LFUCG shall use

reasonable ~~business~~ efforts to approve, deny or request additional information on proposed alterations in a timely manner. Approval will come from the Director of the Division of Parks and Recreation or their designee. Additions to mountain biking trails will follow established standards per International Mountain Bicycling Association (IMBA) or accepted standards as identified in appendix of this MOU. Changes to existing trails or new features that meet the requirements of this MOU shall be approved within 10 business days of submittal.

c. Feature's criteria in the appendix of this MOU have been reviewed by the Division of Parks and Recreation along with the Risk, Safety, and Loss Control Section of the Division of Human Resource.

d. Signage designating technical trail features must be installed prior to the feature. The signage is to be installed at a distance that allows guidance from adult riders to underage riders. All features must have an optional bypass route.

e. Requests for new trails; material changes in trail design; signage; or addition of features will be submitted to the Director of Parks and Recreation or their designee. Changes in existing trail design or additional features which meet this MOU should be approved within 10 business days of application.

f. The Club agrees that any mountain bike trail will consider other existing park users and their respective use of Lexington Parks.

g. Mountain bike trails may utilize existing trails and paved pathways, with approval from Parks and Recreation, and as long as there is not a negative impact on the intended use of the park.

2. Mountain Biking Trails in Lexington Parks will be maintained through a partnership with the Club.

a. The Club may use individual volunteers, club members, and others as partners as needed. All volunteers will sign a LFUCG Parks and Recreation volunteer waiver. Underage

volunteers must have a waiver signed by a parent or legal guardian prior to working on any designated mountain bike trail. The volunteer wavier will be maintained by the Club and submitted to the Director of Parks and Recreation Office at 469 Parkway Drive, Lexington, Kentucky upon the reasonable request of Lexington Parks.

b. A trail steward for each mountain bike trail should be designated by the Club. Contact information for each trail steward will be provided to the Division of Parks and Recreation.

c. LFUCG will assist and provide equipment support as resources allow. Support may include retaining a qualified trail building contractor and hiring an individual or individuals in a seasonal position to assist with trail maintenance with input and guidance from the Club and/or it's trail steward.

d. New mountain bike trails or similar new mountain bike facilities may be considered in the Division of Parks and Recreation's annual capital budget request.

e. A maintenance log is to be kept by the club with regular inspections. Inspections are to occur at a minimum frequency of every six (6) months. The maintenance log must be made available to LFUCG Parks Director or their designee within three business days after requested.

f. Repairs to features and trails are to be documented in the inspection and relayed to the Division of Parks and Recreation. Any repairs needing immediate attention are to be secured through temporary fencing until repairs can be made. Cautionary signage may be needed and installed in advance of any trail closure or trail feature that is under repair.

g. Division of Parks and Recreation will perform an inspection of mountain bike trails annually. Documentation of this annual inspection will be recorded on an inspection sheet and reviewed by Risk, Safety and Loss Control Section from the Division of Human Resource and sent to the Director of Parks and Recreation or their designee.

h. The parties agree to be guided by and, as much as practical, adopt the trail maintenance methods and practices set forth in Chapter 7, "Trail Maintenance", of the International Mountain Bike Association publication titled *Trails Solutions: IMBA's Guide to Building Sweet Singletrack.* (published by International Mountain Bike Association, PO Box 7578, Boulder, CO 80306)

3. LFUCG will provide the Club with reasonable access to the park for the purpose of advising and volunteering on the design, layout, and construction of the Trails.

    a. The Club may install a movable storage facility to hold tools and equipment with prior approval.

    b. Any storage shed or container is to be maintained and meet the design standards of LFUCG including exterior treatments.

4. LFUCG reserves the right to develop any park within the Division's stewardship in the future in any manner it deems fit. The Club recognizes that LFUCG's future development of parks may require re-routing and/or closing the mountain biking trails or a specific part of the mountain biking trails. LFUCG recognizes the significant financial and physical investment that the Club has made into the mountain bike trails and agrees to provide the Club with notice of any proposed changes and a meaningful opportunity for the Club to provide comment and input before implementation.

    a. Nothing in this MOU restricts LFUCG's right to convey or sell any right or interest it has in the parks.

5. The Club agrees to provide a point of contact for coordination and communication of volunteer construction and maintenance activities.

6. The Club shall take all actions necessary to ensure continuing compliance on its part with all laws, ordinances, orders, restrictive covenants, permits, licenses, consents, rules or requirements relating to this MOU and its administration and the conduct of the Club operations, including, without limitation, all environmental, health and safety laws and requirements.

a. LFUCG will allow the public to use the Trails for recreational purposes free of charge in accordance with KRS 411.190. Anyone using the Trails will be deemed to be using the mountain biking trails for a "recreational purpose" as defined in KRS 411.190(1)(c).

b. For purposes of this MOU, the Park shall be deemed to be "Land" as defined in KRS 411.190(1)(a). For purposes of this MOU, LFUCG and the Club shall be considered an "Owner" as defined in KRS 411.190(1)(b).

c. LFUCG and the Club agree that the provisions of KRS 411.190 apply after the termination of this MOU.

7. The Club may request to hold events or sanctioned rides on mountain bike trails covered in this agreement. The Club agrees to provide minimum insurance coverage required by LFUCG and to follow any requirements requested in granting approval of the permit.

8. LFUCG Division of Parks and Recreation agrees unauthorized motor vehicles will not be permitted to use the mountain biking trails. The definition of "unauthorized motor vehicles" shall specifically exclude Class 1 E-bikes (also known as "pedal assist E-bikes).

9. The Club agrees to partner in the maintenance of the mountain biking trails under LFUCG Division of Parks and Recreation's oversight unless this MOU is terminated by the Club or LFUCG with a minimum of a thirty (30) written notice. This MOU will be effective upon approval of each party and shall be in effect for one year. This MOU will automatically renew at the end of each year unless either party wishes to terminate the MOU with a minimum of a thirty (30) day notice.

10. Mountain bike Trails covered under this MOU include Veterans Park, Preston Springs, Cardinal Run North, and Deer Haven Parks. Additional sites may be added upon agreement of both parties.

11. The Club will indemnify and hold LFUCG harmless from claims, losses, damages, and liability of any kind related directly from the Club's rights and privileges under the terms of this Agreement.

Nothing in this provision shall be construed as a waiver of LFUCG's right to raise the defense of sovereign immunity.

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

13. 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 thereof.

14. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and such term or provision shall be deemed stricken.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

15.

16. NOTICE- Any written notice required by the Agreement shall be delivered by certified mail, to the following:

Kentucky Mountain Bike Association
Bluegrass Chapter
P.O. Box 8105
Lexington, KY 40533

With a copy to:
president@kymbabluegrass.org

Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504

_____	_____
Mayor Lexington-Fayette Urban County Government	President Kentucky Mountain Bike Association, Bluegrass Chapter
Date _____	Date 6/25/25

TRAIL CONSTRUCTION/ALTERATION APPROVAL FORM:

Park Name:

Contact Name:

Contact Phone #:

Contact Email Address:

Trail Name:

Specific Location (if applicable)

Proposed Type of Work:

___ Re-alignment/Re-route
___ New Trail Construction
___ Technical Trail Feature Construction
___ New Structure Construction
___ Other (Describe Below)

Description of Trail Construction or Alteration (include sketches, aerial photos or schematics if available):

_____
_____
_____
_____

Proposed use of Mechanized Equipment? ____ yes ____no
If yes, please describe the equipment to be used, qualifications of the operator or contractor and a detailed description of the work to be completed.

Outline of Work Schedule:

_____
_____
_____

Requires temporary closure of trail? ____ yes ___ no

Is the construction in compliance with the Standards approved by the KYMBA MOU?
____ yes ____ no

Submitted by the Bluegrass Chapter of the Kentucky Mountain Bike Association:

Officer: _____ Trail Steward: _____
Da

te: _____ Date: _____

Trail Construction/Amendment Application Received

Date : _____ By : _____

LFUCG Department of Parks to review the application within 10 business days of receipt and either approve, deny with written justification for denial or request additional information.

Date for Reply: _____

Approved: _____

Denied (see justification below): _____

Additional Information Requested: _____

Notes:

_____
_____
_____
_____
_____
_____

Feature	Description	Easiest	Beginner	Intermediate	Advanced
Tread Construction					
Surface	Trail Width	50"	36"	12"	6"
Gradient	Elevation change/distance	less 8%	up to 15% for max of 66'	up to 20% for max of 166'	up to 50% for max of 33'
Line of sight	Visual sight distance	min 100'	min 66'	min 25'	min 16'
Turns					
Climbing turns	Design should follow IMBA guidelines	min radius 13'	min radius 10'	min radius 8'	min radius 8'
Rolling crown switchbacks	Design should follow IMBA guidelines	min radius 13'	min radius 6.5'	min radius 6.5'	min radius 6.5'
Berms	Design should follow IMBA guidelines	none	min radius 10' / max slope 10% / max height 2'	min radius 10' / max slope 20% / max height 4'	min radius 5' / max slope 40% / max height 8'
Vertical change					
Obstacles	Unavoidable obstacles i.e. logs, roots, rocks	None	max 2"	max 6"	max 16"
Rollers	No sharp edges and riders can have both wheels on the ground at all times	none	max height to length ratio 1:8 / max height 16" / max 2 together / min length to spacing ratio 1:2 crown to crown	max height to length ratio 1:7 / max height 24" / max 3 together / min length to spacing ratio 1:1.5 crown to crown	max height to length ratio 1:5 / max height 32" / max 4 together / min length to spacing ratio 1:1 crown to crown
Table tops	Table tops in effect rollers with steeper approaches and transitions, can be jumped or rolled by riders	none	none	max height 60" / min length 66"	max height 66" / min length 66"
Drop off	A drop off is where the level of the trail changes abruptly with a vertical drop between two levels.	none	none	max height 20" not less than 13 1/2' apart	max height 39" not less than 13 1/2' apart
Rollable step downs	A rollable step down is similar to a drop off, the trail changes level with less than vertical steep slope between the upper and lower levels. Rides must be able to roll the bike over the feature instead of dropping over the feature as required in drop-offs.	none	none	max height 39" not less than 16 1/2' apart	max height 59" not less than 13 1/2' apart
Log rides and ladders	Log rides are features of a log that forms the trail tread. The log must be set into the ground and the top should be shaped to form the running or tread surface. A ladder is a feature that is constructed with stringers and rungs	none	ratio 1:2 height to width / max height 4" / min width 8" / max gradient 0% / ramps can have max 10% gradient	ratio height to width 2:1 / max height 23" / min width 8" / max gradient 8% / max inslope & outslope 15% / ramps can have max gradient of 30%	ratio height to width 4:1 / max height 47" / min width 6" / max gradient 20% / ramps max gradient 50% upto 26' / / max inslope & outslope 30%

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BLUEGRASS CHAPTER OF THE KENTUCKY MOUNTAIN BIKE ASSOCIATION, TO PROVIDE VOLUNTEER TRAIL BUILDING, MAINTENANCE, AND TRAIL ADVISEMENT FOR A PERIOD OF ONE YEAR, WITH NO BUDGETARY IMPACT.

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 Understanding, which is attached hereto and incorporated herein by reference, with the Bluegrass Chapter of the Kentucky Mountain Bike Association, to provide volunteer trail building, maintenance, and trail advisement for a period of one year, with an automatic renewal. This Memorandum of Understanding shall have no budgetary impact.

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
0682-25:WDR:4917-5417-4044, v. 1

RESOLUTION NO. 379 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BLUEGRASS CHAPTER OF THE KENTUCKY MOUNTAIN BIKE ASSOCIATION, TO PROVIDE VOLUNTEER TRAIL BUILDING, MAINTENANCE, AND TRAIL ADVISEMENT FOR A PERIOD OF ONE YEAR, WITH NO BUDGETARY IMPACT.

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 Understanding, which is attached hereto and incorporated herein by reference, with the Bluegrass Chapter of the Kentucky Mountain Bike Association, to provide volunteer trail building, maintenance, and trail advisement for a period of one year, with an automatic renewal. This Memorandum of Understanding shall have no budgetary impact.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0682-25:WDR:4917-5417-4044, v. 1

MEMORANDUM OF UNDERSTANDING
Mountain Bike Trails – Lexington, Kentucky

This is a Memorandum of Understanding ("MOU") between the Bluegrass Chapter of the Kentucky Mountain Bike Association (the "Club"), a 501(c)(3) non-profit organization, and the Lexington-Fayette Urban County Government ("LFUCG"), an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, with the effective date of August 29, 2025

WHEREAS LFUCG is the owner of park property located in Lexington, Kentucky, and which wishes to implement the design, layout, construction, and use of natural surface, mountain bike trails and mountain bike skills parks (the "Trails") on such real property located in Lexington, Kentucky.

WHEREAS the Club will be providing advisory input and volunteer assistance on the design, layout, maintenance, construction, and use of the mountain biking trails in Lexington parks.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, LFUCG and the Club agree as follows:

1. The Club may advise and propose in respect to the design, features, and layout of mountain biking trails in LFUCG Parks. LFUCG shall retain oversight and control of the project, to include prior final approval of any changes, additions or deletions of trails or trail amenities and features.

    ~~a.~~ The skill level of the mountain biking course will be designated prior to construction and included on planning documents. Courses shall be designated as Beginner (green circle with wave through center); Intermediate (blue squire with wave through center); and Advanced (black diamond with wave through center)

    b. Changing the approved course skill level or adding features will require approval prior to installation. LFUCG shall use

reasonable ~~business~~ efforts to approve, deny or request additional information on proposed alterations in a timely manner. Approval will come from the Director of the Division of Parks and Recreation or their designee. Additions to mountain biking trails will follow established standards per International Mountain Bicycling Association (IMBA) or accepted standards as identified in appendix of this MOU. Changes to existing trails or new features that meet the requirements of this MOU shall be approved within 10 business days of submittal.

c. Feature's criteria in the appendix of this MOU have been reviewed by the Division of Parks and Recreation along with the Risk, Safety, and Loss Control Section of the Division of Human Resource.

d. Signage designating technical trail features must be installed prior to the feature. The signage is to be installed at a distance that allows guidance from adult riders to underage riders. All features must have an optional bypass route.

e. Requests for new trails; material changes in trail design; signage; or addition of features will be submitted to the Director of Parks and Recreation or their designee. Changes in existing trail design or additional features which meet this MOU should be approved within 10 business days of application.

f. The Club agrees that any mountain bike trail will consider other existing park users and their respective use of Lexington Parks.

g. Mountain bike trails may utilize existing trails and paved pathways, with approval from Parks and Recreation, and as long as there is not a negative impact on the intended use of the park.

2. Mountain Biking Trails in Lexington Parks will be maintained through a partnership with the Club.

a. The Club may use individual volunteers, club members, and others as partners as needed. All volunteers will sign a LFUCG Parks and Recreation volunteer waiver. Underage

volunteers must have a waiver signed by a parent or legal guardian prior to working on any designated mountain bike trail. The volunteer wavier will be maintained by the Club and submitted to the Director of Parks and Recreation Office at 469 Parkway Drive, Lexington, Kentucky upon the reasonable request of Lexington Parks.

b. A trail steward for each mountain bike trail should be designated by the Club. Contact information for each trail steward will be provided to the Division of Parks and Recreation.

c. LFUCG will assist and provide equipment support as resources allow. Support may include retaining a qualified trail building contractor and hiring an individual or individuals in a seasonal position to assist with trail maintenance with input and guidance from the Club and/or it's trail steward.

d. New mountain bike trails or similar new mountain bike facilities may be considered in the Division of Parks and Recreation's annual capital budget request.

e. A maintenance log is to be kept by the club with regular inspections. Inspections are to occur at a minimum frequency of every six (6) months. The maintenance log must be made available to LFUCG Parks Director or their designee within three business days after requested.

f. Repairs to features and trails are to be documented in the inspection and relayed to the Division of Parks and Recreation. Any repairs needing immediate attention are to be secured through temporary fencing until repairs can be made. Cautionary signage may be needed and installed in advance of any trail closure or trail feature that is under repair.

g. Division of Parks and Recreation will perform an inspection of mountain bike trails annually. Documentation of this annual inspection will be recorded on an inspection sheet and reviewed by Risk, Safety and Loss Control Section from the Division of Human Resource and sent to the Director of Parks and Recreation or their designee.

h. The parties agree to be guided by and, as much as practical, adopt the trail maintenance methods and practices set forth in Chapter 7, "Trail Maintenance", of the International Mountain Bike Association publication titled *Trails Solutions: IMBA's Guide to Building Sweet Singletrack.* (published by International Mountain Bike Association, PO Box 7578, Boulder, CO 80306)

3. LFUCG will provide the Club with reasonable access to the park for the purpose of advising and volunteering on the design, layout, and construction of the Trails.

    a. The Club may install a movable storage facility to hold tools and equipment with prior approval.

    b. Any storage shed or container is to be maintained and meet the design standards of LFUCG including exterior treatments.

4. LFUCG reserves the right to develop any park within the Division's stewardship in the future in any manner it deems fit. The Club recognizes that LFUCG's future development of parks may require re-routing and/or closing the mountain biking trails or a specific part of the mountain biking trails. LFUCG recognizes the significant financial and physical investment that the Club has made into the mountain bike trails and agrees to provide the Club with notice of any proposed changes and a meaningful opportunity for the Club to provide comment and input before implementation.

    a. Nothing in this MOU restricts LFUCG's right to convey or sell any right or interest it has in the parks.

5. The Club agrees to provide a point of contact for coordination and communication of volunteer construction and maintenance activities.

6. The Club shall take all actions necessary to ensure continuing compliance on its part with all laws, ordinances, orders, restrictive covenants, permits, licenses, consents, rules or requirements relating to this MOU and its administration and the conduct of the Club operations, including, without limitation, all environmental, health and safety laws and requirements.

a. LFUCG will allow the public to use the Trails for recreational purposes free of charge in accordance with KRS 411.190. Anyone using the Trails will be deemed to be using the mountain biking trails for a "recreational purpose" as defined in KRS 411.190(1)(c).

b. For purposes of this MOU, the Park shall be deemed to be "Land" as defined in KRS 411.190(1)(a). For purposes of this MOU, LFUCG and the Club shall be considered an "Owner" as defined in KRS 411.190(1)(b).

c. LFUCG and the Club agree that the provisions of KRS 411.190 apply after the termination of this MOU.

7. The Club may request to hold events or sanctioned rides on mountain bike trails covered in this agreement. The Club agrees to provide minimum insurance coverage required by LFUCG and to follow any requirements requested in granting approval of the permit.

8. LFUCG Division of Parks and Recreation agrees unauthorized motor vehicles will not be permitted to use the mountain biking trails. The definition of "unauthorized motor vehicles" shall specifically exclude Class 1 E-bikes (also known as "pedal assist E-bikes).

9. The Club agrees to partner in the maintenance of the mountain biking trails under LFUCG Division of Parks and Recreation's oversight unless this MOU is terminated by the Club or LFUCG with a minimum of a thirty (30) written notice. This MOU will be effective upon approval of each party and shall be in effect for one year. This MOU will automatically renew at the end of each year unless either party wishes to terminate the MOU with a minimum of a thirty (30) day notice.

10. Mountain bike Trails covered under this MOU include Veterans Park, Preston Springs, Cardinal Run North, and Deer Haven Parks. Additional sites may be added upon agreement of both parties.

11. The Club will indemnify and hold LFUCG harmless from claims, losses, damages, and liability of any kind related directly from the Club's rights and privileges under the terms of this Agreement.

Nothing in this provision shall be construed as a waiver of LFUCG's right to raise the defense of sovereign immunity.

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

13. 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 thereof.

14. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and such term or provision shall be deemed stricken.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

15.

16. NOTICE- Any written notice required by the Agreement shall be delivered by certified mail, to the following:

Kentucky Mountain Bike Association
Bluegrass Chapter
P.O. Box 8105
Lexington, KY 40533

With a copy to:
president@kymbabluegrass.org

Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504

Linda J. Gorton

Mayor
Lexington-Fayette Urban
County Government

Date 8/29/2025

President
Kentucky Mountain Bike Association,
Bluegrass Chapter

Date 6/25/25

TRAIL CONSTRUCTION/ALTERATION APPROVAL FORM:

Park Name:

Contact Name:

Contact Phone #:

Contact Email Address:

Trail Name:

Specific Location (if applicable)

Proposed Type of Work:

___ Re-alignment/Re-route
___ New Trail Construction
___ Technical Trail Feature Construction
___ New Structure Construction
___ Other (Describe Below)

Description of Trail Construction or Alteration (include sketches, aerial photos or schematics if available):

_____
_____
_____
_____

Proposed use of Mechanized Equipment? ____ yes ____no
If yes, please describe the equipment to be used, qualifications of the operator or contractor and a detailed description of the work to be completed.

Outline of Work Schedule:

_____
_____
_____

Requires temporary closure of trail? ____ yes ___ no

Is the construction in compliance with the Standards approved by the KYMBA MOU?
____ yes ____ no

Submitted by the Bluegrass Chapter of the Kentucky Mountain Bike Association:

Officer: _____ Trail Steward: _____
Da

Feature	Description	Easiest	Beginner	Intermediate	Advanced
Tread Construction					
Surface	Trail Width	50"	36"	12"	6"
Gradient	Elevation change/distance	less 8%	up to 15% for max of 66'	up to 20% for max of 166'	up to 50% for max of 33'
Line of sight	Visual sight distance	min 100'	min 66'	min 25'	min 16'
Turns					
Climbing turns	Design should follow IMBA guidelines	min radius 13'	min radius 10'	min radius 8'	min radius 8'
Rolling crown switchbacks	Design should follow IMBA guidelines	min radius 13'	min radius 6.5'	min radius 6.5'	min radius 6.5'
Berms	Design should follow IMBA guidelines	none	min radius 10' / max slope 10% / max height 2'	min radius 10' / max slope 20% / max height 4'	min radius 5' / max slope 40% / max height 8'
Vertical change					
Obstacles	Unavoidable obstacles i.e. logs, roots, rocks	None	max 2" max height to length ratio 1:8 / max height 16" / max 2 together / min length to crown	max 6" max height to length ratio 1:7 / max height 24" / max 3 together / min length to crown	max 16" max height to length ratio 1:5 / max height 32" / max 4 together / min length to crown
Rollers	No sharp edges and riders can have both wheels on the ground at all times	none	spacing ratio 1:2 crown to	spacing ratio 1:1.5 crown to	spacing ratio 1:1 crown to
Table tops	Table tops in effect rollers with steeper approaches and transitions, can be jumped or rolled by riders A drop off is where the level of the trail changes abruptly with a vertical drop between two levels.	none	none	max height 60" / min length 66"	max height 66" / min length 66"
Drop off		none	none	max height 20" not less than 13 1/2' apart	max height 39" not less than 13 1/2' apart
Rollable step downs	A rollable step down is similar to a drop off, the trail changes level with less than vertical steep slope between the upper and lower levels. Rides must be able to roll the bike over the feature instead of dropping over the feature as required in drop-offs.	none	none	max height 39" not less than 16 1/2' apart	max height 59" not less than 13 1/2' apart
Log rides and ladders	Log rides are features of a log that forms the trail tread. The log must be set into the ground and the top should be shaped to form the running or tread surface. A ladder is a feature that is constructed with stringers and rungs	none	ratio 1:2 height to width / max height 4" / min width 8" / max gradient 0% / ramps can have max 10% gradient	ratio height to width 2:1 / max height 23" / min width 8" / max gradient 8% / max inslope & outslope 15% / ramps can have max gradient of 30%	ratio height to width 4:1 / max height 47" / min width 6" / max gradient 20% / ramps max gradient 50% upto 26' / / max inslope & outslope 30%

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0691-25

File ID:	0691-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	227-2025	**In Control:**	Urban County Council
				File Created:	07/07/2025
File Name:	Bluegrass ADD PSA Local Dues FY26			**Final Action:**	08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Bluegrass Area Development District, for FY 2026 local dues payment to support aging services, workforce development, and regional planning, at a cost not to exceed $61,288.30. [Dept. of Social Services, Allen-Bryant]

Notes: RIO 7/29/2025. MS

SAF in the CCO. REturned to Theresa Maynard 8/29/2025. MS

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	0691-25 Bluesheet Memo BG ADD Local Dues PSA FY26, Local Dues FY 26 PSA with Exhibits, RESO 0691-25 4912-8139-7596 v.1.doc, R-380-2025, Contract #227-2025	**Enactment Number:**	R-380-2025
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0691-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Bluegrass Area Development District, for FY 2026 local dues payment to support aging services, workforce development, and regional planning, at a cost not to exceed $61,288.30. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to execute a Purchase of Service Agreement and Exhibits A & B with the Bluegrass Area Development District (ADD) for local member dues. Active membership in the Bluegrass ADD affords LFUCG access to resources related to aging services, workforce development, and regional planning. At a cost of $61,288.30, which is based upon 13 cents per capita of Fayette County's estimated population. Funds are Budgeted. (L0691-25) (Maynard/Allen-Bryant)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, William Razor 7/2/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-900302-0001-71101

This Fiscal Year Impact: $61,288.30

Annual Impact: The cost for this Fiscal Year is $61,288.30, and is based upon 13 cents per capita of Fayette County’s estimated population. Future Budget year costs are projected to remain at aforementioned per capita ratio.

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KACY-ALLEN BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: July 28, 2025

SUBJECT: Agreement with Bluegrass Area Development District
Local Member Dues FY2026

Request:

Request Council Authorization for the Mayor to execute a Purchase of Service Agreement and Exhibits A & B with the Bluegrass Area Development District (ADD) for local member dues.

Why are you requesting?

Lexington-Fayette County is one of 17 counties in the regional Area Development District. Active membership in the Bluegrass ADD affords LFUCG access to resources related to aging services, workforce development, and regional planning.

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

The cost for this Fiscal Year is $61,288.30, and is based upon 13 cents per capita of Fayette County's estimated population. Future budget year costs are projected to remain at aforementioned per capita ratio.

Are the funds budgeted?

The funds are budgeted in account 1101-900302-0001-71101.

File Number: 0691-25

Director/Commissioner: Theresa Maynard / Kacy Allen-Bryant

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 11th 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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and the **BLUEGRASS AREA DEVELOPMENT DISTRICT** ("Organization"), with offices located at 699 Perimeter Drive, Lexington, Kentucky 40517.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2025, and shall last for a period of 1 year unless terminated by at an earlier time as provided in Section 5.

2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

A. Exhibit "A" – Scope of Work
B. Exhibit "B" – Annual Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", and "B" in that order.

3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Sixty-One Thousand, Two Hundred Eighty-Eight dollars and Thirty Cents ($61,288.30) for the performance of the Services (the "Estimated Fee"). Such payment shall be made within thirty (30) days after Organization submits an invoice and an annual report described in Section 6. The funds represent dues to promote regional solutions to local issues beneficial to Lexington-Fayette County, being further described in Exhibit A. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. The dues are considered voluntary and shall only be paid upon completion of the requirements of this Agreement, to the reasonable satisfaction of the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment. Urban County funds provided under this Agreement will not carry forward into

the next fiscal year (FY 2027). As such, failure to fulfill all the requirements of this Agreement, including, but not limited to, the required reporting; the presentation of a progress report at a Urban County Council committee or as otherwise instructed by the Government; and the provision of an invoice after or with the final report, within the term shall result in nonpayment of funds.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis. Organization shall not be paid an amount which exceeds the Estimated Fee for the work performed.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. The Organization shall submit to the Commissioner of Social Services, by August 1, 2025, on such forms as the Commissioner of Social Services shall provide, a report containing, for each of the services enumerated in Exhibit A which were provided in the current fiscal year, (a) a description of the service provided, including the costs of providing services and the quantity and quality of the service provided, and (b) the additional information requested in and submitted on the form attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). Any and all provisions of this Agreement to the contrary notwithstanding, the compensation of Organization shall not be paid unless and until Organization submits the satisfactorily completed reports and invoice required hereunder. In addition, Organization shall be required to present a progress report as to its activities a minimum of one (1) time during the term before the Urban County Council's Economic Development Committee, the Urban County Council's Social Services & Public Safety Committee, or as otherwise instructed by the Government, prior to receiving funds under this Agreement.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. Funds shall not be provided under this Agreement if the Organization fails to comply with all laws, ordinances, and regulations, or becomes subject to any federal or state investigation or lawsuit relating to unethical behavior or the misspending of funds during the term of this Agreement. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage

shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence); (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to

LFUCG upon request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement. Inspection and monitoring of the Organization's work shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

14. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement upon request.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law, including, but not limited to, Section 2-23 of the Lexington-Fayette Urban County Code of Ordinances, if applicable.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual

relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Bluegrass Area Development District
699 Perimeter Drive
Lexington, Kentucky 40517 Attention: Executive Director

For Government:

Lexington-Fayette Urban County Government
Kacy Allen-Bryant, Commissioner of Social Services
200 East Main Street
Lexington, Kentucky 40507

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

[SIGNATURE PAGE TO FOLLOW]

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

BLUEGRASS AREA DEVELOPMENT DISTRICT

BY: D H Dattlinger
Executive Director

_____
ATTEST:
N B
WITNESS:
Kelly Rode

DATE: 7-14-2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
SCOPE OF WORK

Scope of Work

Local Contribution

During fiscal year 2026, the Bluegrass Area Development District (BGADD) will use these funds to promote regional solutions to local issues. The Lexington-Fayette Urban County Government (LFUCG) contribution of $61,288.30 is commingled with contributions from other member governments to create a unique fund. The resulting fund is used to match state and federal grants and to pay expenses deemed necessary by the BGADD Board of Directors for which no state/federal grant monies are available.

EXHIBIT "B"

Lexington/Fayette Urban County Government
Addendum for Services
Annual Report

Lexington-Fayette Urban County Government

Annual Report

Fiscal Year 2026

Economic Development Partner Agency:

Bluegrass Area Development District

Date

Outcome Evaluation

Using the Exhibit "A" to the Bluegrass Area Development District's Purchase of Service Agreement, please demonstrate progress towards stated goals and initiatives.

NOTE: If there have been changes to your LFUCG funded program(s) necessitating amendment of your approved outcomes, please contact Kacy Allen-Bryant, Department of Social Services at kallenbryant@lexingtonky.gov or at 859-258-3804 to discuss the proposed amendments.

Workforce Activity within Lexington-Fayette County

Please describe how BGADD has worked with LFUCG's Director of Workforce & Business Engagement on matters impacting employment and company workforce needs to increase workforce activity within Lexington-Fayette County during the previous fiscal year, July 1, 2025 – June 30, 2025.

Board support staff with the Bluegrass Workforce Innovation Board (BGWIB) have collaborated closely with the LFUCG Director of Business Engagement throughout the program year to advance workforce development initiatives in Lexington. This partnership has included coordination on rapid response events, job and employment fairs, and other impactful workforce activities. We have partnered with community organizations such as the Charles Young Center, the Black & Williams Center, the Urban League, Arbor Youth Services, and various neighborhood-based and nonprofit entities. Currently, BGWIB continues to work with the LFUCG Director of Business Engagement on several ongoing projects, including both federal and state grant initiatives.
64 Fayette County residents received WIOA funded services during the program year. 17 participated in Work based learning opportunities, 37 received credentialed training, and 10 career and supportive services. With the Putting young Kentuckians First legislative funding 48 Fayette County disconnected youth received career services focusing on entering into the workforce.

Bluegrass Workforce Innovation Board

Please describe what the Bluegrass Workforce Innovation Board has done to aid workforce development in Lexington-Fayette County during the previous fiscal year, July 1, 2024 – June 30, 2025.

As part of our continued community engagement, BGWIB staff actively participated in a wide range of events to connect job seekers with employment opportunities and supportive services. These included the Clean Slate Expungement Clinic & Job/Resource Fair, Jubilee Jobs Back-To-Work BBQ, Marksbury Family Library Summer Job Fair, Charles Young Center Expungement, Job, and Resource Fair, and the Veterans Job Fair. Additional events supported throughout the year included the Consolidated Baptist Women' s Health Fair, Jubilee Jobs Celebration & Dignity Lunch Resource Fair, Student Family Night Career Fair at Paul Laurence Dunbar High School, BCTC Career Fair at the Newtown Pike campus, Urban League Lift Career Fair for Summer Youth Internship Participants, Success Academy Career and Job Fair, United Way Job Fair, Safe Kids: Longest Day of Play Resource Fair, and the UK Federal Credit Union Resource Job Fair.

BGWIB has also worked to strengthen partnerships with local employers through the establishment of 14 active Work-Based Learning Master Agreements in Fayette County. Additionally, BGWIB staff actively participated in Regional Business Services Team meetings to coordinate business engagement activities, align service delivery, and identify opportunities for collaboration among workforce partners. Staff also attended Lexington Economic Partnership Meetings to promote available workforce services that support business retention, upskilling, and hiring within the Lexington-Fayette area.

BGWIB conducted a Rapid Response session to assist employees impacted by layoffs at Federal Express (FedEx) in Lexington, providing direct support and guidance during their transition.
To promote career exploration and engagement with high-demand industries, BGWIB hosted multiple Virtual Reality (VR) events. These immersive, hands-on experiences introduced students and community members to various career pathways and skill-building opportunities.

Work of the BGADD Local Elected Officials Governing Board

Please describe how the BGADD has assisted the Mayor of Lexington-Fayette County in her role as Co-Chief Local Elected Official within the BGADD Local Elected Officials Governing Board during the previous fiscal year, July 1, 2024 – June 30, 2025.

Each year, the Local Workforce Development Board (LWDB) provides training and orientation for both our Local Elected Officials and Workforce Innovation Board members to ensure they are well informed and engaged in workforce development efforts. We continue to support Mayor Gorton in her role by providing agendas and supporting documentation for quarterly board meetings.

We are grateful for Mayor Gorton's ongoing involvement and active participation in workforce development events across Lexington. Her leadership as Co-Chief Elected Official of our Governing Board is greatly valued. The LWDB remains committed to supporting the Mayor and her administration by offering guidance, addressing workforce-related issues, and collaborating on initiatives that strengthen the local workforce system. We sincerely appreciate the continued partnership with her and her team.

LFUCG Coordination

Please provide a detailed list of all projects the BGADD has worked on in coordination with LFUCG within the during the previous fiscal year, July 1, 2024 – June 30, 2025.

Throughout the year, we have coordinated and partnered on multiple projects including but not limited to the following:
Tates Creek High school
Bryan Station High School
Henry Clay High School
Dunbar High School
Fredrick Douglas High school
Lafayette High School
Clen Slate Expungement Clinic and Job Resource Fair
Jubilee Jobs Back to work BBQ Job Fair and Resource event
Marksbury Family Library Summer Job Fair
Charles Young Center Expungement, Job, and Resource Fair
Veteran Job Fair
Consolidated Baptist Women's Health Fair
Jubilee Jobs Celebration & Dignity Lunch Resource Fair.
Student Family Night Career Fair at Paul Laurence Dunbar High School.
Career Fair at BCTC's Newtown Pike campus.
Urban League Lift Career Fair for Summer Youth Internship Participants.
Success Academy Career and Job Fair
United Way Job Fair
Resource Fair for Safe Kids: Longest Day of Play.
UK Federal Credit Union Resource Job Fair
The Learning Center
Goodwill Empowerment Expo
BCTC Healthcare Summer Camp at Leestown Campus
Kentucky Refugees Ministry Camp
Healthy LEX- CHIP

Certification

As the Chief Executive Officer (or equivalent) of this agency, I certify that the information provided in this Quarterly Report is true and complete to the best of my knowledge and belief.

I further agree that funds received from LFUCG will be used for the purposes for which they were requested and approved, and that the agency will comply with the requirements set forth in the application and the approved Purchase of Service Agreement and Addendum.

David Duttlinger Printed Name

DH Duttlinger Signature

Executive Director Title

July 11, 2025 Date

THIS REPORT AND REQUIRED ATTACHMENT(S) ARE DUE BY:

August 1, 2025

THIS REPORT SHOULD BE COMPLETED AND SUBMITTED ELECTRONICALLY TO:

THERESA MAYNARD
SENIOR ADMINISTRATIVE OFFICER, DEPARTMENT OF SOCIAL SERVICES THERESAM@LEXINGTONKY.GOV

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE BLUEGRASS AREA DEVELOPMENT DISTRICT, FOR FY 2026 LOCAL DUES PAYMENT TO SUPPORT AGING SERVICES, WORKFORCE DEVELOPMENT, AND REGIONAL PLANNING, AT A COST NOT TO EXCEED $61,288.30.

_____
_

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Bluegrass Area Development District, for FY 2026 local dues payment to support workforce development, aging services, and regional planning.

Section 2 - That an amount, not to exceed the sum of $61,288.30 be and hereby is approved for payment to the Bluegrass Area Development District, from account # 1101-900302-71101, pursuant to the terms of the Purchase of Service 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
0691-25:WDR:4912-8139-7596, v. 1

RESOLUTION NO. 380 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE BLUEGRASS AREA DEVELOPMENT DISTRICT, FOR FY 2026 LOCAL DUES PAYMENT TO SUPPORT AGING SERVICES, WORKFORCE DEVELOPMENT, AND REGIONAL PLANNING, AT A COST NOT TO EXCEED $61,288.30.

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Bluegrass Area Development District, for FY 2026 local dues payment to support workforce development, aging services, and regional planning.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0691-25:WDR:4912-8139-7596, v. 1

PURCHASE OF SERVICE AGREEMENT

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B. Exhibit "B" – Annual Report

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", and "B" in that order.

3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Sixty-One Thousand, Two Hundred Eighty-Eight dollars and Thirty Cents ($61,288.30) for the performance of the Services (the "Estimated Fee"). Such payment shall be made within thirty (30) days after Organization submits an invoice and an annual report described in Section 6. The funds represent dues to promote regional solutions to local issues beneficial to Lexington-Fayette County, being further described in Exhibit A. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. The dues are considered voluntary and shall only be paid upon completion of the requirements of this Agreement, to the reasonable satisfaction of the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment. Urban County funds provided under this Agreement will not carry forward into

the next fiscal year (FY 2027). As such, failure to fulfill all the requirements of this Agreement, including, but not limited to, the required reporting; the presentation of a progress report at a Urban County Council committee or as otherwise instructed by the Government; and the provision of an invoice after or with the final report, within the term shall result in nonpayment of funds.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis. Organization shall not be paid an amount which exceeds the Estimated Fee for the work performed.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. The Organization shall submit to the Commissioner of Social Services, by August 1, 2025, on such forms as the Commissioner of Social Services shall provide, a report containing, for each of the services enumerated in Exhibit A which were provided in the current fiscal year, (a) a description of the service provided, including the costs of providing services and the quantity and quality of the service provided, and (b) the additional information requested in and submitted on the form attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). Any and all provisions of this Agreement to the contrary notwithstanding, the compensation of Organization shall not be paid unless and until Organization submits the satisfactorily completed reports and invoice required hereunder. In addition, Organization shall be required to present a progress report as to its activities a minimum of one (1) time during the term before the Urban County Council's Economic Development Committee, the Urban County Council's Social Services & Public Safety Committee, or as otherwise instructed by the Government, prior to receiving funds under this Agreement.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. Funds shall not be provided under this Agreement if the Organization fails to comply with all laws, ordinances, and regulations, or becomes subject to any federal or state investigation or lawsuit relating to unethical behavior or the misspending of funds during the term of this Agreement. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage

shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence); (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to

LFUCG upon request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement. Inspection and monitoring of the Organization's work shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

14. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement upon request.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law, including, but not limited to, Section 2-23 of the Lexington-Fayette Urban County Code of Ordinances, if applicable.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual

relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Bluegrass Area Development District
699 Perimeter Drive
Lexington, Kentucky 40517 Attention: Executive Director

For Government:

Lexington-Fayette Urban County Government
Kacy Allen-Bryant, Commissioner of Social Services
200 East Main Street
Lexington, Kentucky 40507

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

[SIGNATURE PAGE TO FOLLOW]

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Deputy Mackenzie Cook
Clerk of the Urban County Council

BLUEGRASS AREA DEVELOPMENT DISTRICT

BY: D H Duttlinger
Executive Director

ATTEST:

WITNESS:
Kelly Rode

DATE: 7-14-2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
SCOPE OF WORK

Scope of Work

Local Contribution

During fiscal year 2026, the Bluegrass Area Development District (BGADD) will use these funds to promote regional solutions to local issues. The Lexington-Fayette Urban County Government (LFUCG) contribution of $61,288.30 is commingled with contributions from other member governments to create a unique fund. The resulting fund is used to match state and federal grants and to pay expenses deemed necessary by the BGADD Board of Directors for which no state/federal grant monies are available.

EXHIBIT "B"

Lexington/Fayette Urban County Government
Addendum for Services
Annual Report

Lexington-Fayette Urban County Government
Annual Report
Fiscal Year 2026

Economic Development Partner Agency:
Bluegrass Area Development District

Date

Outcome Evaluation

Using the Exhibit "A" to the Bluegrass Area Development District's Purchase of Service Agreement, please demonstrate progress towards stated goals and initiatives.

NOTE: If there have been changes to your LFUCG funded program(s) necessitating amendment of your approved outcomes, please contact Kacy Allen-Bryant, Department of Social Services at kallenbryant@lexingtonky.gov or at 859-258-3804 to discuss the proposed amendments.

Workforce Activity within Lexington-Fayette County

Please describe how BGADD has worked with LFUCG's Director of Workforce & Business Engagement on matters impacting employment and company workforce needs to increase workforce activity within Lexington-Fayette County during the previous fiscal year, July 1, 2025 – June 30, 2025.

Board support staff with the Bluegrass Workforce Innovation Board (BGWIB) have collaborated closely with the LFUCG Director of Business Engagement throughout the program year to advance workforce development initiatives in Lexington. This partnership has included coordination on rapid response events, job and employment fairs, and other impactful workforce activities. We have partnered with community organizations such as the Charles Young Center, the Black & Williams Center, the Urban League, Arbor Youth Services, and various neighborhood-based and nonprofit entities. Currently, BGWIB continues to work with the LFUCG Director of Business Engagement on several ongoing projects, including both federal and state grant initiatives.
64 Fayette County residents received WIOA funded services during the program year. 17 participated in Work based learning opportunities, 37 received credentialed training, and 10 career and supportive services. With the Putting young Kentuckians First legislative funding 48 Fayette County disconnected youth received career services focusing on entering into the workforce.

Bluegrass Workforce Innovation Board

Please describe what the Bluegrass Workforce Innovation Board has done to aid workforce development in Lexington-Fayette County during the previous fiscal year, July 1, 2024 – June 30, 2025.

As part of our continued community engagement, BGWIB staff actively participated in a wide range of events to connect job seekers with employment opportunities and supportive services. These included the Clean Slate Expungement Clinic & Job/Resource Fair, Jubilee Jobs Back-To-Work BBQ, Marksbury Family Library Summer Job Fair, Charles Young Center Expungement, Job, and Resource Fair, and the Veterans Job Fair. Additional events supported throughout the year included the Consolidated Baptist Women' s Health Fair, Jubilee Jobs Celebration & Dignity Lunch Resource Fair, Student Family Night Career Fair at Paul Laurence Dunbar High School, BCTC Career Fair at the Newtown Pike campus, Urban League Lift Career Fair for Summer Youth Internship Participants, Success Academy Career and Job Fair, United Way Job Fair, Safe Kids: Longest Day of Play Resource Fair, and the UK Federal Credit Union Resource Job Fair.

BGWIB has also worked to strengthen partnerships with local employers through the establishment of 14 active Work-Based Learning Master Agreements in Fayette County. Additionally, BGWIB staff actively participated in Regional Business Services Team meetings to coordinate business engagement activities, align service delivery, and identify opportunities for collaboration among workforce partners. Staff also attended Lexington Economic Partnership Meetings to promote available workforce services that support business retention, upskilling, and hiring within the Lexington-Fayette area.

BGWIB conducted a Rapid Response session to assist employees impacted by layoffs at Federal Express (FedEx) in Lexington, providing direct support and guidance during their transition.
To promote career exploration and engagement with high-demand industries, BGWIB hosted multiple Virtual Reality (VR) events. These immersive, hands-on experiences introduced students and community members to various career pathways and skill-building opportunities.

Work of the BGADD Local Elected Officials Governing Board

Please describe how the BGADD has assisted the Mayor of Lexington-Fayette County in her role as Co-Chief Local Elected Official within the BGADD Local Elected Officials Governing Board during the previous fiscal year, July 1, 2024 – June 30, 2025.

Each year, the Local Workforce Development Board (LWDB) provides training and orientation for both our Local Elected Officials and Workforce Innovation Board members to ensure they are well informed and engaged in workforce development efforts. We continue to support Mayor Gorton in her role by providing agendas and supporting documentation for quarterly board meetings.

We are grateful for Mayor Gorton's ongoing involvement and active participation in workforce development events across Lexington. Her leadership as Co-Chief Elected Official of our Governing Board is greatly valued. The LWDB remains committed to supporting the Mayor and her administration by offering guidance, addressing workforce-related issues, and collaborating on initiatives that strengthen the local workforce system. We sincerely appreciate the continued partnership with her and her team.

LFUCG Coordination

Please provide a detailed list of all projects the BGADD has worked on in coordination with LFUCG within the during the previous fiscal year, July 1, 2024 – June 30, 2025.

Throughout the year, we have coordinated and partnered on multiple projects including but not limited to the following:
Tates Creek High school
Bryan Station High School
Henry Clay High School
Dunbar High School
Fredrick Douglas High school
Lafayette High School
Clen Slate Expungement Clinic and Job Resource Fair
Jubilee Jobs Back to work BBQ Job Fair and Resource event
Marksbury Family Library Summer Job Fair
Charles Young Center Expungement, Job, and Resource Fair
Veteran Job Fair
Consolidated Baptist Women's Health Fair
Jubilee Jobs Celebration & Dignity Lunch Resource Fair.
Student Family Night Career Fair at Paul Laurence Dunbar High School.
Career Fair at BCTC's Newtown Pike campus.
Urban League Lift Career Fair for Summer Youth Internship Participants.
Success Academy Career and Job Fair
United Way Job Fair
Resource Fair for Safe Kids: Longest Day of Play.
UK Federal Credit Union Resource Job Fair
The Learning Center
Goodwill Empowerment Expo
BCTC Healthcare Summer Camp at Leestown Campus
Kentucky Refugees Ministry Camp
Healthy LEX- CHIP

Certification

As the Chief Executive Officer (or equivalent) of this agency, I certify that the information provided in this Quarterly Report is true and complete to the best of my knowledge and belief.

I further agree that funds received from LFUCG will be used for the purposes for which they were requested and approved, and that the agency will comply with the requirements set forth in the application and the approved Purchase of Service Agreement and Addendum.

_____ Printed Name

_____ Signature

_____ Title

_____ Date

THIS REPORT AND REQUIRED ATTACHMENT(S) ARE DUE BY:

August 1, 2025

THIS REPORT SHOULD BE COMPLETED AND SUBMITTED ELECTRONICALLY TO:

THERESA MAYNARD
SENIOR ADMINISTRATIVE OFFICER, DEPARTMENT OF SOCIAL SERVICES THERESAM@LEXINGTONKY.GOV

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0692-25

File ID:	0692-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	228-2025	**In Control:**	Urban County Council
				File Created:	07/07/2025
File Name:	Bluegrass ADD PSA Homecare Match FY26			**Final Action:**	08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Bluegrass Area Development District, to provide a regional match to the state-funded Homecare Program, at a cost not to exceed $48,610. [Div. of Aging and Disability Services, Stambaugh]

Notes: RIO 7/29/2025. MS

SAF in the CCO. REturned to THeresa Maynard 8/29/2025. MS

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	0692-25 Bluesheet Memo BG ADD HomeCare Match PSA FY26, BG ADD Homecare Match PSA FY26, RESO 0692-25 4917-9349-6156 v.1.docx, R-381-2025, Contract #228-2025	**Enactment Number:**	R-381-2025
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0692-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Bluegrass Area Development District, to provide a regional match to the state-funded Homecare Program, at a cost not to exceed $48,610. [Div. of Aging and Disability Services, Stambaugh]

Summary

Authorization to execute a Purchase of Service Agreement with Bluegrass Area Development District for regional match to state Homecare funds. Bluegrass ADD operates the Homecare Program, which provides in-home assistance for low-income, home-bound seniors in Fayette County. At a cost of $48,610. Funds are Budgeted. (L0692-25) (Stambaugh/Allen-Bryant)

Budgetary Implications [select]: Yes
Advance Document Review:
Law: Yes, William Razor 7/2/25
Risk Management: No
Fully Budgeted [select]: Yes
Account Number: 1101-900302-0001-71101
This Fiscal Year Impact: $48,610
Annual Impact: The cost for Fiscal Year 2026 is $48,610. The cost for future fiscal years will be based on the amount of available state Homecare funds.
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KACY-ALLEN BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: July 28, 2025

SUBJECT: Agreement with Bluegrass Area Development District
Homecare Program – Grant Match

Request:

Request Council Authorization for the Mayor to execute a Purchase of Service Agreement with Bluegrass Area Development District for regional match to state Homecare funds.

Why are you requesting?

LFUCG's contribution represents grant match to the state-funded Homecare program. Bluegrass ADD operates the Homecare Program, which provides in-home assistance for low-income, home-bound seniors in Fayette County.

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

The cost for Fiscal Year 2026 is $48,610. The cost for future fiscal years will be based on the amount of available state Homecare funds.

Are the funds budgeted?

Yes, in account 1101-900302-0001-71101.

File Number: 0692-25

Director/Commissioner: Kristy Stambaugh / Kacy Allen-Bryant

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 14th 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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and the **BLUEGRASS AREA DEVELOPMENT DISTRICT** ("Organization"), with offices located at 699 Perimeter Drive, Lexington, Kentucky 40517.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. EFFECTIVE DATE; TERM. This Agreement shall commence on July 1, 2025, and shall last for a period of 1 year unless terminated by at an earlier time as provided in Section 5.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

A. Exhibit "A" – Scope of Work

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A".

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Forty-Eight Thousand, Six Hundred and Ten Dollars ($48,610.00) for the performance of the Services (the "Estimated Fee"). Such payment shall be made within thirty (30) days after Organization submits an invoice. The funds represent a portion of a regional match to state HOMECARE funds, for services being further described in Exhibit A. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis. Organization shall not be paid an amount which exceeds the Estimated Fee for the work performed.

6. **REPORTING.** Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

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8. **INSURANCE; INDEMNITY.**

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence); (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

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Lexington-Fayette Urban County Government
Kacy Allen-Bryant, Commissioner of Social Services
200 East Main Street
Lexington, Kentucky 40507

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

[SIGNATURE PAGE TO FOLLOW]

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

BLUEGRASS AREA DEVELOPMENT DISTRICT

BY: D H Duttlinger
Executive Director

_____
ATTEST:
N Bee
WITNESS:
Kelly Rode

DATE: 7-14-2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
SCOPE OF WORK

Scope of Work

Senior Services

During fiscal year 2026, the BGADD will use $48,610.00 as a portion of a regional match to state HOMECARE funds. The HOMECARE funds are contracted to Fayette Homecare services for home delivered meals in Fayette County to provide in-home services to keep elderly in their homes.

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE BLUEGRASS AREA DEVELOPMENT DISTRICT, TO PROVIDE A REGIONAL MATCH TO THE STATE-FUNDED HOMECARE PROGRAM, AT A COST NOT TO EXCEED $48,610.00.

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with the Bluegrass Area Development District to provide a regional match to the state-funded HOMECARE Program, which provides in-home assistance for low-income, home-bound seniors in Fayette County.

Section 2 - That an amount, not to exceed the sum of $48,610.00, be and hereby is approved for payment to Bluegrass Area Development District, from account # 1101-900302-71101, pursuant to the terms of the Purchase of Service 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
0692-25:WDR:4917-9349-6156, v. 1

RESOLUTION NO. 381 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE BLUEGRASS AREA DEVELOPMENT DISTRICT, TO PROVIDE A REGIONAL MATCH TO THE STATE-FUNDED HOMECARE PROGRAM, AT A COST NOT TO EXCEED $48,610.00.

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with the Bluegrass Area Development District to provide a regional match to the state-funded HOMECARE Program, which provides in-home assistance for low-income, home-bound seniors in Fayette County.

Section 2 - That an amount, not to exceed the sum of $48,610.00, be and hereby is approved for payment to Bluegrass Area Development District, from account # 1101-900302-71101, pursuant to the terms of the Purchase of Service Agreement.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0692-25:WDR:4917-9349-6156, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 14th 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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and the **BLUEGRASS AREA DEVELOPMENT DISTRICT** ("Organization"), with offices located at 699 Perimeter Drive, Lexington, Kentucky 40517.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. EFFECTIVE DATE; TERM. This Agreement shall commence on July 1, 2025, and shall last for a period of 1 year unless terminated by at an earlier time as provided in Section 5.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

A. Exhibit "A" – Scope of Work

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A".

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Forty-Eight Thousand, Six Hundred and Ten Dollars ($48,610.00) for the performance of the Services (the "Estimated Fee"). Such payment shall be made within thirty (30) days after Organization submits an invoice. The funds represent a portion of a regional match to state HOMECARE funds, for services being further described in Exhibit A. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis. Organization shall not be paid an amount which exceeds the Estimated Fee for the work performed.

6. **REPORTING.** Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. Funds shall not be provided under this Agreement if the Organization fails to comply with all laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. **INSURANCE; INDEMNITY.**

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence); (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative

costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement. Inspection and monitoring of the Organization's work shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

14. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement upon request.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law, including, but not limited to, Section 2-23 of the Lexington-Fayette Urban County Code of Ordinances, if applicable.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Bluegrass Area Development District
699 Perimeter Drive
Lexington, Kentucky 40517 Attention: Executive Director

For Government:

Lexington-Fayette Urban County Government
Kacy Allen-Bryant, Commissioner of Social Services
200 East Main Street
Lexington, Kentucky 40507

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement

shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

[SIGNATURE PAGE TO FOLLOW]

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

Deputy

BLUEGRASS AREA DEVELOPMENT DISTRICT

BY: DH Duttlinger
Executive Director

ATTEST:

WITNESS: Kelly Rode

DATE: 7-14-2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
SCOPE OF WORK

Scope of Work

Senior Services

During fiscal year 2026, the BGADD will use $48,610.00 as a portion of a regional match to state HOMECARE funds. The HOMECARE funds are contracted to Fayette Homecare services for home delivered meals in Fayette County to provide in-home services to keep elderly in their homes.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0697-25

File ID:	0697-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	224-2025	**In Control:**	Urban County Council
				File Created:	07/10/2025
File Name:	Children's Advocacy Center - Purchase of Service Agreement (Renewal)			**Final Action:**	08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with the Children's Advocacy Center of the Bluegrass to provide funding to assist with forensic interviews, at a cost not to exceed $50,000, for a twelve (12) month period beginning July 1, 2025 through June 30, 2026. [Div. of Police, Weathers]

Notes: RIO 7/11/2025/. MS

SAF in the CCO. REturned via scan to renita happy 8/29/2025. MS

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Cover Memo - Children's Advocacy Center - Purchase of Service Agreement (July 2025-June 2026).pdf, Children's Advocacy Center of the Bluegrass Purchase of Services Agreement July 1 2025-June 30 2026.pdf, RESO 697-25- Children's Advocacy PSA 4916-0792-8158 v.1.docx, R-382-2025, Contract #224-2025	**Enactment Number:**	R-382-2025
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	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0697-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with the Children's Advocacy Center of the

Bluegrass to provide funding to assist with forensic interviews, at a cost not to exceed $50,000, for a twelve (12) month period beginning July 1, 2025 through June 30, 2026. [Div. of Police, Weathers]

Summary

Authorization to renew a purchase of service Agreement with the Children's Advocacy Center of the Bluegrass to provide funding to assist with forensic interviews which will allow the Center to have extended hours of operation and additional slots for Police Department forensic interviews. The Agreement is for a 12-month period beginning on July 1, 2025, at a cost of $50,000. Funds are Budgeted. (L0697-25)(Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, Michael Sanner, July 10, 2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505506-5561-71299

Year Impact: $50,000

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: July 10, 2025

SUBJECT: Children's Advocacy Center - Purchase of Service Agreement (Renewal)

Request
Authorization to renew a Purchase of Service Agreement (PSA), with the Children's Advocacy Center of the Bluegrass, which will allow the Department to provide funding to assist in their efforts with forensic interviews.

Why are you requesting?
As a result of the funding provided by the Lexington Police Department to the Children's Advocacy Center of the Bluegrass, there will be extended hours of operation, and they have created additional slots for Police Department forensic interviews. This agreement is effective beginning on July 1, 2025 and continuing for a period of twelve (12) months. A thirty (30) day written notice is required prior to termination of this agreement.

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

The cost for this FY is: $50,000

The cost for future FY is: N/A

Are the funds budgeted?

Funds are budgeted – Acct # 1101-505506-5561-71299

File Number: - 0697-25

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

LBW/rmh

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the ___ day of _____, _____, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Division of Police ("Police") and the **THE CHILDREN'S ADVOCACY CENTER OF THE BLUEGRASS** ("Organization") with offices located at 162 North Ashland Avenue, Lexington, Kentucky 40502.

W I T N E S S E T H

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

1. Government hereby retains Organization for the period beginning on July 1, 2025, and continuing for a period of twelve (12) months from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. Government shall pay the Organization the sum of Fifty Thousand Dollars ($50,000.00) for services required by this Agreement, within thirty (30) days of Council approval of this Agreement.

3. In the event of termination of this Agreement by Government as provided for in Paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

4. Organization shall provide the following services: provide for extended hours of operation, create additional slots for forensic interviews, with priority for these interview slots for cases being investigated by the Police. Organization shall use compensation paid to it under this Agreement to fulfill its obligations under this Agreement only, and for no other purposes other than for operations. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations.

5. The Organization shall, upon request by the Police, provide data related to the forensic interviews within ten (10) days of said request.

6. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization

audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

7. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

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

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

10. The Organization agrees that all revenue and expenditures shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit shall be submitted to the Police within ten (10) days of completion.

11. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives--Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management--The governing board may elect to either:

(1) manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies--Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or

deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit--All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

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

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:

_____
Abigail Allan
Clerk of the Urban County Council

CHILDREN'S ADVOCACY CENTER OF
THE BLUEGRASS

BY: _____

ITS: _____

ATTEST:

_____
WITNESS/DATE:_____

X:\Cases\POLICE\15-CC0725\CONT\00502852.DOC

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RENEWAL AGREEMENT WITH THE CHILDREN'S ADVOCACY CENTER OF THE BLUEGRASS TO PROVIDE FUNDING TO ASSIST WITH FORENSIC INTERVIEWS, AT A COST NOT TO EXCEED $50,000.00, FOR A TWELVE (12) MONTH PERIOD BEGINNING JULY 1, 2025 THROUGH JUNE 30, 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 and directed to execute a Renewal Agreement, which is attached hereto and incorporated herein by reference, with the Children's Advocacy Center of the Bluegrass to provide funding to assist with forensic interviews which will allow the Center to have extended hours of operation and additional slots for Police Department forensic interviews, for a 12-month period beginning on July 1, 2025 through June 30, 2026.

Section 2 – That an amount, not to exceed the sum of $50,000.00, be and hereby is approved for payment to the Children's Advocacy Center of the Bluegrass from account # 1101-505506-71299, pursuant to the terms of the Renewal 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
697-25:GET:4916-0792-8158, v. 1

RESOLUTION NO. 382 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RENEWAL AGREEMENT WITH THE CHILDREN'S ADVOCACY CENTER OF THE BLUEGRASS TO PROVIDE FUNDING TO ASSIST WITH FORENSIC INTERVIEWS, AT A COST NOT TO EXCEED $50,000.00, FOR A TWELVE (12) MONTH PERIOD BEGINNING JULY 1, 2025 THROUGH JUNE 30, 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 and directed to execute a Renewal Agreement, which is attached hereto and incorporated herein by reference, with the Children's Advocacy Center of the Bluegrass to provide funding to assist with forensic interviews which will allow the Center to have extended hours of operation and additional slots for Police Department forensic interviews, for a 12-month period beginning on July 1, 2025 through June 30, 2026.

Section 2 – That an amount, not to exceed the sum of $50,000.00, be and hereby is approved for payment to the Children's Advocacy Center of the Bluegrass from account # 1101-505506-71299, pursuant to the terms of the Renewal Agreement.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

697-25:GET:4916-0792-8158, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 29th day of August 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 ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Division of Police ("Police") and the **THE CHILDREN'S ADVOCACY CENTER OF THE BLUEGRASS** ("Organization") with offices located at 162 North Ashland Avenue, Lexington, Kentucky 40502.

WITNESSETH

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

1. Government hereby retains Organization for the period beginning on July 1, 2025, and continuing for a period of twelve (12) months from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. Government shall pay the Organization the sum of Fifty Thousand Dollars ($50,000.00) for services required by this Agreement, within thirty (30) days of Council approval of this Agreement.

3. In the event of termination of this Agreement by Government as provided for in Paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

4. Organization shall provide the following services: provide for extended hours of operation, create additional slots for forensic interviews, with priority for these interview slots for cases being investigated by the Police. Organization shall use compensation paid to it under this Agreement to fulfill its obligations under this Agreement only, and for no other purposes other than for operations. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations.

5. The Organization shall, upon request by the Police, provide data related to the forensic interviews within ten (10) days of said request.

6. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization

audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

7. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

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

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

10. The Organization agrees that all revenue and expenditures shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit shall be submitted to the Police within ten (10) days of completion.

11. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives--Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management--The governing board may elect to either:

(1) manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies--Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or

deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit--All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

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

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:

Mackenzie Stock
~~Abigail Allan~~
Deputy Clerk of the Urban County Council

CHILDREN'S ADVOCACY CENTER OF
THE BLUEGRASS

BY: Vivian Stephens

ITS: Executive Director

ATTEST:

Laura Elizabeth Allinson
WITNESS/DATE: 7/21/25

Laura Elizabeth Allinson
KYNP 36514
NOTARY
PUBLIC
STATE AT LARGE, KENTUCKY
EXP 09/07/2025

X:\Cases\POLICE\15-CC0725\CONT\00502852.DOC

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0698-25

File ID:	0698-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	221-2025	**In Control:**	Urban County Council
				File Created:	07/15/2025
File Name:	Release of Claims Agreement - Retired Police Canine Rhea			**Final Action:**	08/14/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Claims Agreement with Detective Eric Wilzbach, for the care of retired Canine Rhea. [Div. of Police, Weathers]

Notes: RIO 7/18/2025. MS
SAF in the CCO. Returned to Renita Happy 8/21/2025. MS

Sponsors:		**Enactment Date:**	08/14/2025
Attachments:	Cover Memo - Release of Claims Agreement - Canine Rhea.pdf, Release of All Claims - Canine Rhea.pdf, Retirement Memo - Canine Rhea.pdf, FA9 - Police Canine Rhea.pdf, RESO 698-25- release of claims canine rhea 4905-3726-6526 v.1.doc, R-365-2025, Contract #221-2025	**Enactment Number:**	R-365-2025
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/14/2025		
1	Urban County Council	08/14/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	08/14/2025	Approved				Pass

Text of Legislative File 0698-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Claims Agreement with Detective Eric Wilzbach, for the care of retired Canine Rhea. [Div. of Police, Weathers]

Summary

Authorization to enter into a Release of Claims Against the Lexington-Fayette Urban County Government Agreement. This Agreement will allow the Lexington Police Department to release retired Canine Rhea to Detective Eric Wilzbach. No Budgetary impact. (L0698-25) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: $-0-

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

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: July 15, 2025

SUBJECT: **Release of Claims Agreement – Retired Police Canine Rhea**

Request
Authorization to enter into a Release of Claims Against the Lexington-Fayette Urban County Government (LFUCG) Agreement. This agreement will allow the Lexington Police Department to release retired **Canine Rhea to Detective Eric Wilzbach.**

Why are you requesting?
The attached agreement will release and forever discharge the LFUCG, and its agents and successors, of and from any all manner of actions, claims and demands whatsoever arising out of the gift of the retired police canine. In return, Detective Wilzbach acknowledges that this agreement will preclude him from utilizing the retired police canine in an "off-duty" employment assignment for security or law enforcement purposes, and is prohibited to sale or transfer the retired police canine to another public safety entity. We are requesting Council approval for Mayor Gorton to sign the attached agreement. There will be no budgetary impact. Upon approval and signing, please forward a copy of the signed agreement to the Chief's Office for our records.

What is the cost in this budget year and future budget years?
The cost for this FY is: N/A
The cost for future FY is: N/A

Are the funds budgeted?
There will be no budgetary impact.

File Number: - 0698-25

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

LBW/rmh

RELEASE OF ALL CLAIMS AGAINST THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

I, ERIC WILZBACH (name), of LEXINGTON (city), KENTUCKY (state), for and in consideration of being given retired police canine RHEA (name), 7.5 (age), which is a LABRADOR RETRIEVER (breed of dog), by the Lexington Police Department, do for myself, my heirs, and representatives, remise, release, and forever discharge the Lexington-Fayette Urban County Government and its agents and successors, of and from any and all manner of actions, claims and demands whatsoever arising out of the gift of the retired police canine. In return, I acknowledge that I am precluded from utilizing the retired police canine in an "off-duty" employment assignment for security or law enforcement purposes, and am prohibited to sale or transfer the retired police canine to another public safety entity.

Witness my hand this 27 day of JUNE, 2025.

Signature of Recipient

Witness

State of Kentucky

County of Fayette

Subscribed and sworn before me by Kristie Tipton

On this, the 27 day of June, 2025

My commission expires: June 6, 2029

Kristie Tipton KYNP100683

Notary Public

Supported and approved by the Lexington Police Department.

_____ Date _____

Chief Lawrence Weathers

Lexington Police Department

_____ Date _____

Mayor or Designee

Lexington – Fayette Urban County Government

LEXINGTON POLICE DEPARTMENT **MEMORANDUM** Lexington, Kentucky	DATE OF ISSUE 06-27-25	EFFECTIVE DATE	NUMBER

TO:
Lieutenant Jeremy Brislin
Bureau of Special Operations - Operational Support

FROM:
Sergeant Robert Fraser
Bureau of Special Operations - Canine Unit

SUBJECT:
Canine Rhea Retirement Memorandum

Lieutenant Brislin,

I am requesting retirement of Canine Rhea (Inventory Tag No. 113269) due to environmental training and deployment issues restricting her ability to work efficiently as an explosives canine. Detective Eric Wilzbach is requesting for her to reside with his family and introductions have already been made to ensure a good fit. He has filled out the Release of Claims documentation needed for this. Rhea has already been spayed and teeth cleaned.

Thank you for consideration,

Sergeant Robert Fraser 46603

FA9

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FIXED ASSET INVENTORY TRANSFER AND EQUIPMENT RETIREMENT FORM

Please Check One		*To* SURPLUS *an item check* TRANSFER *column* *			*Complete for* "DELETES" ONLY		
Transfer	Delete	Inventory Tag No.	Item Description	Old Dept. No.	New Dept. No.	Reason for Request and Method of Disposal	Date
	X	113269	Police Canine Rhea	505505		Animal retired to Det E Wilzbach	06/27/25

Old Department		**New Department**
Requested by:	Lt. Jeremy Brislin - Special Operations	*Received by:*
Inventory Coordinator:	Lorie Gambill	*Inventory Coordinator:*
Division Approval:		*Division Approval:*
Date:		*Date:*

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RELEASE OF CLAIMS AGREEMENT WITH DETECTIVE ERIC WILZBACH, FOR THE CARE OF RETIRED CANINE RHEA.

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 Release of Claims Agreement, which is attached hereto and incorporated herein by reference, with Detective Eric Wilzbach, for the care of retired canine Rhea.

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
698-25:GET:4905-3726-6526, v. 1

RESOLUTION NO. 365 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RELEASE OF CLAIMS AGREEMENT WITH DETECTIVE ERIC WILZBACH, FOR THE CARE OF RETIRED CANINE RHEA.

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 Release of Claims Agreement, which is attached hereto and incorporated herein by reference, with Detective Eric Wilzbach, for the care of retired canine Rhea.

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

PASSED URBAN COUNTY COUNCIL: August 14, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

698-25:GET:4905-3726-6526, v. 1

RELEASE OF ALL CLAIMS AGAINST THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

I, ERIC WILZBACH (name), of LEXINGTON (city), KENTUCKY (state), for and in consideration of being given retired police canine RHEA (name), 7.5 (age), which is a LABRADOR RETRIEVER (breed of dog), by the Lexington Police Department, do for myself, my heirs, and representatives, remise, release, and forever discharge the Lexington-Fayette Urban County Government and its agents and successors, of and from any and all manner of actions, claims and demands whatsoever arising out of the gift of the retired police canine. In return, I acknowledge that I am precluded from utilizing the retired police canine in an "off-duty" employment assignment for security or law enforcement purposes, and am prohibited to sale or transfer the retired police canine to another public safety entity.

Witness my hand this 27 day of JUNE, 2025.

Signature of Recipient

Witness

State of Kentucky

County of Fayette

Subscribed and sworn before me by Kristi Tipton

On this, the 27 day of June, 2025

My commission expires: June 6, 2029

Kristi Tipton KYNP100683

Notary Public

Supported and approved by the Lexington Police Department.

Chief Lawrence Weathers
Lexington Police Department

Date 07/16/2025

Mayor or Designee
Lexington – Fayette Urban County Government

Date 8/19/25

OMB Number 1123-0011
Expires: May 31, 2028

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: KY0340200
Agency Name: Lexington Division Of Police
Mailing Address: 150 East Main Street
Lexington, KY 40507-1318

Type: Police Department

Resolution #373-2025
Contract #218-2025

Agency Finance Contact
Name: Cooper, Phyllis
Phone: 859-258-3310 **Email:** pcooper@lexingtonky.gov

Jurisdiction Finance Contact
Name: Cooper, Phyllis
Phone: 859-258-3310 **Email:** pcooper@lexingtonky.gov

ESAC Preparer
Name: Gambill, Lorie
Phone: 859-258-3624 **Email:** lgambill@lexingtonpolice.ky.gov

FY End Date: 06/30/2025

Agency FY 2026 Budget: $101,055,951.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$1,113,062.56	$562,863.82
2	Equitable Sharing Funds Received	$635,492.42	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$1,000.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$636,492.42	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$348,579.95	$43,750.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$1,400,975.03	$519,113.82

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.00
b	Training and Education	$121,175.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$72,584.25	$43,750.00
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$154,820.70	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.00
j	Overtime	$0.00	$0.00
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.00
l	Salaries	$0.00	$0.00
m	Non-Categorized Expenditures	$0.00	$0.00
	Total	$348,579.95	$43,750.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds	$1,000.00	

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Jacob Smith
Company: Crosslin Certified Public Accountants
Phone: 615-320-5500 **Email:** info@crosslimpc.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2024-06-GSAFAC-0000362213

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Weathers, Lawrence
Title: Police Chief
Email: lweathers@lexingtonpolice.ky.gov

Signature: Lawrence B Weathers Date: 08/04/2025

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Gorton, Linda
Title: Mayor
Email: mayor@lexingtonky.gov

Signature: Linda Gorton Date: 8/27/25

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0699-25

File ID:	0699-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	248-2025	**In Control:**	Urban County Council
				File Created:	07/16/2025
File Name:	WKYT Radio Tower Lease Renewal			**Final Action:**	08/28/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a five-year Renewal Agreement with Gray Television Licensee, LLC d/b/a WKYT for a radio tower lease for the public safety radio system, at a cost not to exceed $10,069.08 for FY26, with an increase of 2.4% annually, subject to the appropriation of sufficient funds in future fiscal years. [Div. of Enhanced 911, Patton]

Notes: Stamped and filed in the CCO. Returned to Jennifer Cottle 9/9/2025. MS

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Memo - WKYT Radio Tower Lease Renewal 2025-2030, WKYT 2025 Lease Agreement Renewal-5yrs-eff 9-1-2025, Reso 699-25 WKYT Renewal Agreement 4927-1037-4750 v.1.docx, R-383-2025	**Enactment Number:**	R-383-2025
Deed #:		**Hearing Date:**	
Drafter:	Jennifer Cottle	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0699-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a five-year Renewal Agreement with Gray Television Licensee, LLC d/b/a WKYT for a radio tower lease for the public safety radio system, at a cost not to exceed $10,069.08 for FY26, with an increase of 2.4% annually, subject to the appropriation of sufficient funds in future

fiscal years. [Div. of Enhanced 911, Patton]

Summary

Authorization to approve a 5-year renewal of an existing Agreement with Gray Television Licensee, LLC, d.b.a WKYT regarding a radio tower lease for the public safety radio system. At a cost of $10,069.08 for FY26 with an annual increase of 2.4%. Funds are Budgeted. (L0699-25)(Patton/Armstrong)

Budgetary Implications [select]:

Advance Document Review:

Law: { Select Yes, Completed by [Michael Sanner, June 2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-505602-5621-71303

This Fiscal Year Impact: $10,069.08

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

JONELLE PATTON
DIRECTOR
ENHANCED 911

TO: Major Linda Gorton
Urban County Council Members

FROM: Jonelle Patton, Director
Lexington Enhanced 911

DATE: July 16, 2025

SUBJECT: WKYT Tower Lease Renewal

Request:

The Division of Enhanced 911 is requesting a resolution authorizing the Mayor to approve a 5-year renewal of an existing agreement with Gray Television Licensee, LLC, d.b.a WKYT regarding a radio tower lease for the public safety radio system.

Why are you requesting?

The radio tower site at WKYT is due for renewal with an initial 5-year term of September 1, 2025 through August 31, 2030 and may be extended annually for up to three (3) additional renewal terms.

What are the costs in this budget year and future budget years?

The annual cost to LFUCG for this lease is $10,069.08 for FY26 with an annual increase of 2.4% on each anniversary date of September 1st that will continue for each subsequent year while the agreement remains in place.

Are the funds budgeted?

Yes, in account: 1101-505602-5621-71303

File Number: 0699-25

TOWER LICENSE AGREEMENT

THIS TOWER LICENSE AGREEMENT (this "**Agreement**") is made as of June 11, 2025, by and between Gray Local Media, Inc. ("**Gray**"), which owns and operates the communications or broadcast tower (the "**Tower**") located at the Tower Site identified below, and **Licensee** (as defined below). Gray and Licensee agree as follows:

LICENSE SUMMARY

LICENSEE:	Lexington-Fayette Urban County Government is a government agency formed under the laws of the State of Kentucky.
SITE NAME:	The **Site Name** is WKYT
TOWER SITE:	The **Tower Site** is certain real property owned, leased, subleased, licensed or managed by Gray on which the Tower is located, with an address of 2851 Winchester Rd. Lexington, Ky 40509 and geographic coordinates (NAD 1983) of 38-02-23.0 North latitude and 84-24-10.0 West longitude (FCC ASR 1030383 (if applicable)).
TERM:	This Agreement will be in effect for a period of Five years beginning on September 1, 2025 (the "**Commencement Date**") and ending on August 31, 2030 (the "**Expiration Date**") (the "**Initial Term**"), unless extended for up to Three renewal period(s) of one year each pursuant to Section 3 below (each, a "**Renewal Term**"), or unless terminated in accordance with this Agreement. "Term" includes the Initial Term and any Renewal Term.
LICENSE FEE:	$839.09 each month, subject to annual increases of 2.4 percent effective on each anniversary of the Commencement Date.
UTILITIES:	Licensee, at its sole expense, shall pay all utilities for the operation of Licensee's Equipment.

SITE INSPECTION FEE:	NA
CONNECTION FEE:	NA
SECURITY DEPOSIT:	NA

In consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, Gray grants to Licensee a non-exclusive license to install, maintain, repair and operate its Equipment at the Premises, to have and to hold the same for the Term hereof, all subject to the terms and conditions set forth herein, including Exhibit A and Exhibit B, both of which are a part of this Agreement for all purposes and may not be modified without the prior written consent of each party hereto.

GRAY:

By: Jaime Kauraza

Name: Jaime Kauraza

Title: GM

LICENSEE:

By: _____

Name: _____

Title: _____

EXHIBIT A

NOTICES

	GRAY	LICENSEE
	Legal Notices Pertaining to this Agreement	
COMPANY	Gray Local Media, Inc.	Lexington-Fayette Urban County Government
ADDRESS	445 Dexter Avenue Suite 7000	200 East Main Street
CITY, STATE, ZIP	Montgomery, AL 36104	Lexington, KY 40502
CONTACT NAME	Legal Department	Law Department
CONTACT PHONE		
WITH COPY SENT VIA EMAIL	Legalnotices@graymedia.com	E911@lexington911.ky.gov
	Local/Emergency Contact Information	
CONTACT NAME	Jamie Pyles	Rick Montgomery
CONTACT PHONE	859-312-7712	859-280-8173
	Billing and Payments Contact Information	
COMPANY	Gray Local Media, Inc.	Enhanced 911 - LFUCG
ADDRESS	Shared Services Office 1801 Halstead Blvd	Accounts Payable 115 Cisco Road
CITY, STATE, ZIP	Tallahassee, FL 32309	Lexington, KY 40504
CONTACT NAME		E911@lexington.ky.gov
CONTACT PHONE		859-280-8200

PREMISES

DESCRIPTION OF PREMISES INCLUDING DESCRIPTION AND SQUARE FOOTAGE OF GROUND SPACE (IF ANY)	12' x 36' industrial built, radio shelter with adjoining fenced area to protect the ice bridge, HVAC units, coax and ground lines. The fenced area is oddly shaped and has a calculated area of 370 sqft with barbed wire at its top and with stone as ground cover. There is 230 sqft of poured concrete in pads and sidewalk.
DESCRIPTION OF LICENSEE'S EQUIPMENT	P25 public safety, two-way radio systems with microwave backbone and a radio shelter to hold repeaters, timing, networking gear, HVAC, power generator and UPS
HEIGHT OF ANTENNA MOUNT ON TOWER	GPS: 10' ice bridge mounted, Microwave dishes: 200' 6 GHz and 310' 11 GHz Uprights 800MHz: 2) Tx ant at 488', 1) Rx 508', 1) Tx/Rx at 590'. VHF: 1) 590' Tx/Rx
TRANSMIT FREQUENCIES	P25 851-862 MHz, Microwave backbone 6.0638 & 11.115 GHz
RECEIVE FREQUENCIES	P25 806-817 MHz, Microwave backbone 6.0638 & 11.115 GHz

See Following Page for Depiction Of Tower And Tower Site

EXHIBIT A
(continued)

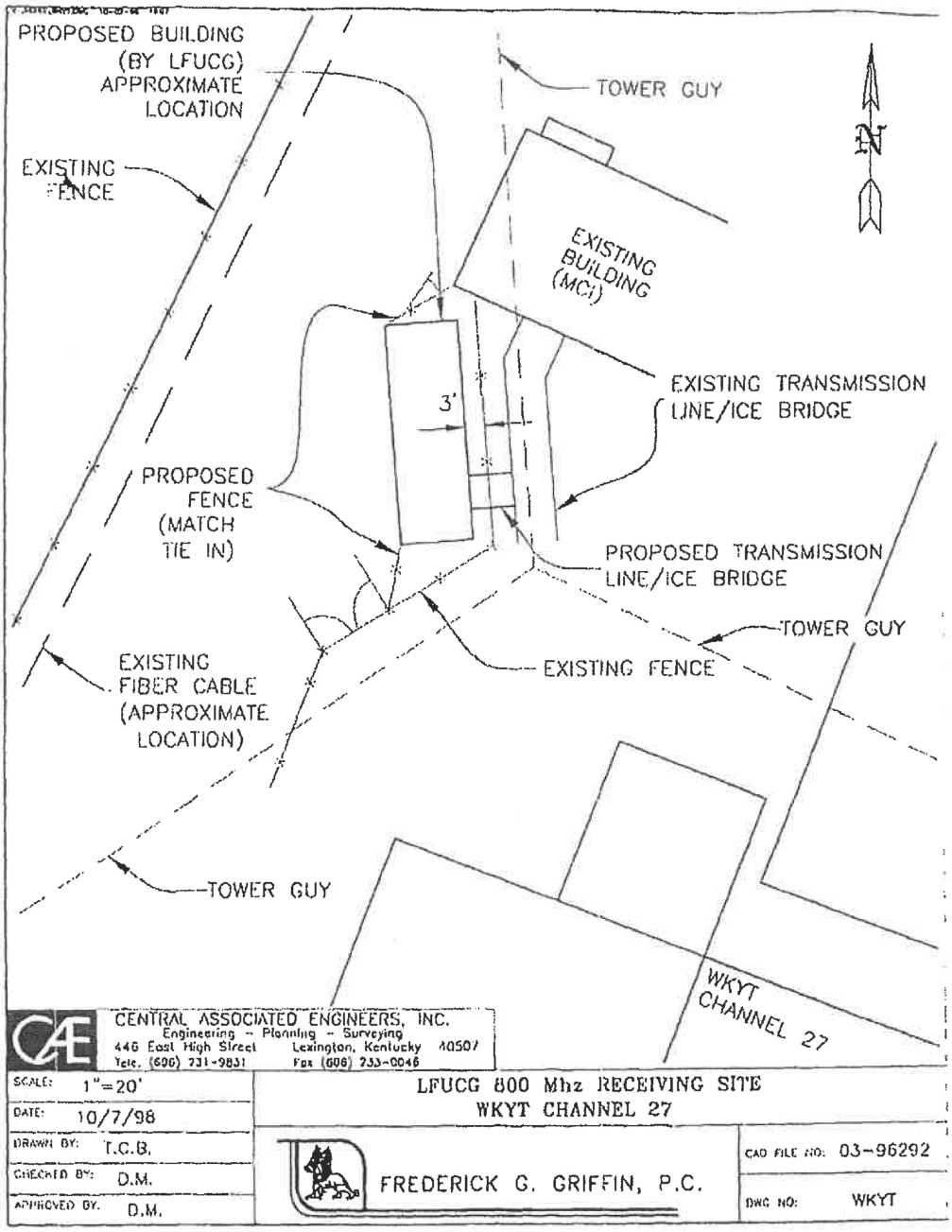

EXHIBIT B

STANDARD TERMS AND CONDITIONS

1. **Additional Definitions**. All capitalized terms used throughout this Agreement have the following definitions.

(a) **AM Detuning Study**: A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.

(b) **Applicable Law(s):** All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over the Tower Site and/or Premises or affecting the rights and obligations of Gray or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

(c) **Claims**: Demands, claims, suits, actions, proceedings or investigations brought against a person by an unrelated or unaffiliated party, and all debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

(d) **Equipment:** The communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Premises, as depicted and/or listed on Exhibit A.

(e) **FCC:** The United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

(f) **FCC Rules and Regulations:** All of the applicable rules, regulations, public guidance, written policies and decisions issued by the FCC.

(g) **Ground Space**: The portion of the Tower Site licensed for use by Licensee to locate a portion of the Equipment thereon, in the square footage amount depicted on Exhibit A. In no event will the Ground Space include the air space or rights above the Equipment located in the Ground Space.

(h) **Hazardous Materials:** Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant, or contaminant subject to reporting, investigation, or remediation pursuant to Applicable Laws; any substance which is or becomes regulated by any federal, state, or local governmental authority; and any oil, petroleum products, and their by-products.

(i) **Interference:** Interference includes (i) any performance degradation, misinterpretation, or loss of information to a telecommunications system caused by unwanted energy emissions, radiations, or inductions; (ii) any condition that constitutes "interference" within the meaning of the provisions of the recommended practices of the Electronics Industry Association, or any other successor association established for the same purpose, and/or FCC Rules and Regulations then in effect, or (iii) a material impairment of the quality of either the transmitted or received signals of a broadcasting activity of any other Tenant on the Tower in a material portion of the broadcast service area of such activity, as compared to that which were obtained prior to Licensee's commencement of or alteration to their operations from the Tower.

(j) **Intermodulation Study:** A study to determine whether an Interference problem may arise.

(k) **Permitted Use:** Subject to compliance with the other terms and conditions of this Agreement, the installation, removal, replacement, modification, repair, and operation of the Equipment in accordance with Applicable Laws.

(l) **Premises**: Location of the Equipment on the Tower and the Ground Space as more specifically described on Exhibit A.

(m) **Prime Lease:** The lease(s), sublease(s) or other prior agreement(s) or instrument(s) (e.g., deed) from which Gray derives its rights in the Tower Site and/or which contain(s) restrictions on use of the Tower Site, as described in Section 28 below.

(n) **Priority Users**: Any licensed user of the Tower Site that holds a priority position in relationship to Licensee for protection from Interference, as determined in Section 7, which status is subject to change as set forth herein.

(o) **Subsequent Users**: Any user of the Tower Site that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in Section 7, which status is subject to change as set forth herein.

(p) **Tenant**: Any other user, licensee, lessee, occupant, or broadcaster now or hereafter on the Tower or Tower Site and including, where the context applies, Licensee.

(q) **Work**: Any work performed on the Tower Site by or on behalf of Licensee, including improvements, modifications, enhancements, replacements, or additions to the Equipment.

2. **Use**. The Premises may be used by Licensee for the Permitted Use and no other use. Gray will cooperate with Licensee in obtaining, at Licensee's expense, all licenses and permits required for Licensee's use of the Premises. Gray reserves the right to move Licensee's Equipment to comparable space on the Tower at Gray's expense so long as the same does not interfere with Licensee's rights under this Agreement. Licensee shall comply with all Applicable Laws in connection with the installation, maintenance, use, and operation of the Equipment and Licensee's use of the Premises and Tower Site. Licensee shall at all times keep the Equipment and Premises in good and safe condition, order and repair. Other than the rights of a licensee to use the Premises and Tower Site as described in this Agreement, Licensee obtains no rights, title, or interest in the Premises or Tower Site under this Agreement.

3. **Renewal Terms**. Unless Licensee is in default after the expiration of any applicable notice and cure period, Licensee will have the right to extend this Agreement for the Renewal Terms. To exercise Licensee's right to renew, Gray must receive a written renewal notice from Licensee no less than 180 days prior to the end of the Initial Term or the then-current Renewal Term, as applicable. Each Renewal Term is subject to the same terms and conditions as set forth in this Agreement, except the License Fee will increase as provided in the License Summary. If Licensee holds over after the expiration or termination of this Agreement without the written consent of Gray, Licensee shall become a tenant from month to month with a license fee equal to 200% of the License Fee and Utility Fee (if any) in effect at the time of such holdover. Any holding over by Licensee without the written consent of the Gray shall be deemed to be a tenancy at sufferance or at will.

4. **License Fee**.

(a) Beginning on the Commencement Date and continuing monthly throughout the Term, Licensee shall pay Gray the Licensee Fee and the Utility Fee (if any), plus applicable taxes (if any), payable on the first day of each month in advance to Gray at Gray's billing address specified in Exhibit A. Each payment must identify the Site Name. Licensee shall not have any right of setoff, refund, or placement in escrow for any reason or purpose, except as expressly set forth herein with regard to the License Fee.

(b) Upon execution of this Agreement, Licensee shall deliver to Gray all other fees, if any, identified in the License Summary, including without limitation, the Connection Fee and Site Inspection Fee.

(c) If Licensee fails to pay any amounts within five business days of when due, such amounts will bear interest at the lesser of (i) five percent per annum or (ii) the maximum rate permitted under state or federal law. Licensee is responsible for, and shall pay all charges related to, utility services necessary to service the Equipment. Licensee shall pay all taxes and other fees or charges attributable to the Premises licensed by Licensee, including any increase in real property taxes assessed on the Tower Site if directly or solely attributable to the Equipment (or any other improvements placed by Licensee on the Tower Site). Licensee acknowledges that some states may require Gray to collect a lease or rental tax from Licensee, and Licensee shall pay Gray any such taxes attributable to the License Fee.

5. **Work**. Licensee shall not perform any Work without the prior written approval of Gray, which will not be unreasonably withheld so long as such Work does not cause Interference with any other Tenant's use of the Tower and so long as the weight and load levels of the Tower are not increased as a result thereof. All Work must comply with plans approved by Gray and with all Applicable Laws. Licensee shall ensure that the Work does not interfere or cause Interference with communications systems, equipment and operations of Priority Users on the Tower Site. Gray reserves the right, in its sole discretion, to forbid any person or company to climb any tower structure Gray owns or leases. Licensee shall pay all invoices of labor and materialmen in a timely manner to prevent the imposition of any liens on Gray's property or Licensee's property located on the Tower Site. Licensee shall not install or cause to be installed any additional utilities without the prior consent of Gray, which consent will not be unreasonably withheld. Gray may require a structural analysis, AM Detuning Study and/or an Intermodulation Study in connection with any proposed Work, with such requirement delivered to Licensee simultaneously with Gray's approval of Licensee's Work, and Licensee will be liable for the cost thereof. Upon completion of any Work, Licensee shall submit written evidence satisfactory to Gray confirming that the modifications or improvements were performed in precisely the manner approved by Gray, without any change whatsoever, unless said change had the prior written approval of Gray.

6. **Access**. Only Licensee's authorized engineers, employees, or properly authorized contractors, subcontractors, and agents of Licensee, approved in advance by Gray or FCC Inspectors, will be permitted to enter the Tower Site. Licensee shall submit to Gray the names of Licensee's service technicians who shall constitute authorized engineers, employees, contractors, subcontractors, or agents of Licensee, but such individuals must not enter the Tower Site until Gray provides written approval of entry. To further facilitate security and safety procedures, Licensee shall update its list of authorized personnel as such updating may be required. Licensee understands that its authorized technicians will observe all reasonable security and safety procedures, now or in the future placed in effect, by Gray. Such procedures may include, but are not limited to, any sign-in/sign-out log that may be required by Gray.

7. **Interference**.

(a) General. Licensee shall cooperate to the fullest extent with any Tenant and Gray, so as to anticipate and prevent any Interference of any and all Tenants whose equipment was installed on the Tower prior to the day that Licensee installs its Equipment on the Tower. In addition to the foregoing, in no event will Licensee's use of the Tower Site or operation of any Equipment, be conducted in a manner that causes Interference with Gray's lighting system. If Gray, in its sole discretion, determines that Licensee's use of the Equipment results in Interference, Gray shall notify Licensee, and Licensee shall immediately cease operations. Licensee is solely responsible to reimburse Gray for any damages resulting from said Interference.

(b) Information. Licensee shall cooperate with Gray and with other Tenants for purposes of avoiding Interference and/or investigating claims of Interference. Within ten days of Gray's request, Licensee shall provide Gray a list of Licensee's transmit and receive frequencies and Equipment specifications necessary to resolve or investigate claims of Interference.

(c) Priority. Subject to FCC Rules and Regulations and other Applicable Law, the parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Tenants has been based on the priority of occupancy of each user of the Tower or Tower Site, which occupancy has been based on the order of submittal to Gray of its collocation application or full execution of a license agreement. Licensee acknowledges and agrees that if Licensee replaces its Equipment or alters the frequency of the Equipment to a frequency range other than as described on Exhibit A, Licensee will lose its priority position for protection from Interference regarding Equipment operating at the new frequency in its relationship to other Tenants that occupy the Tower or Tower Site as of the date Licensee replaces its Equipment or alters its frequency, consistent with this Section.

(d) Interference to Licensee's Operations. If Licensee experiences Interference caused by Subsequent Users, Licensee shall notify Gray in writing of such Interference, and Gray shall cause the party responsible for the Interference to immediately take all steps necessary to determine the cause of and eliminate such Interference. If the Interference continues for a period exceeding seventy-two hours following such notification, Gray shall use commercially reasonable efforts to cause the Subsequent User to reduce power or cease operations until such time as such Subsequent User can make repairs to the equipment causing such Interference.

(e) Interference by Licensee. Notwithstanding any prior approval by Gray of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause interference to Gray or other Priority Users of the Tower Site. If Licensee is notified in writing that its operations are causing Interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such Interference. If the Interference continues for a period exceeding seventy-two hours following such notification, Gray shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. If Licensee fails to promptly take such action, then Gray shall have the right to terminate the operation of the Equipment causing such Interference, at Licensee's cost, and without liability to Licensee for any inconvenience, disturbance, loss of business, or other damage as the result of such actions. Licensee shall indemnify and hold Gray and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims, and liability that result from Interference to Priority Users caused by Licensee's Equipment. Gray shall require the inclusion of a similar provision in any license for all Subsequent Users.

8. **FCC Requirements Regarding Interference**. Nothing herein will prejudice, limit, or impair Licensee's rights under Applicable Law, including, but not limited to FCC Rules and Regulations, to redress any Interference independently of the terms of this Section. Notwithstanding anything herein to the

contrary, the provisions set forth in this Section will be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees in the deployment of their frequencies and the operation of the Equipment. If Licensee deploys its frequencies or operates the Equipment in a manner which prevents any other user of the Tower or Tower Site from decoding signal imbedded in their licensed frequencies such that Gray makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by Gray, Licensee will be in default of this Agreement and the remedies set forth in Sections 7 and 16 will apply.

9. **Site Rules and Regulations**. Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Site by Gray, which may be modified by Gray from time to time. Gray shall deliver any revised rules and regulations to Licensee in writing. Such rules and regulations will not unreasonably interfere with Licensee's use of the Premises under this Agreement.

10. **Insurance**.

(a) Prior to the commencement of the Term of this Agreement, Licensee shall provide to Gray Local Media, Inc. ("Certificate Holder") (at 4370 Peachtree Rd., NE, Atlanta, GA 30319, Attn: Risk Management) (1) a fully executed copy of this Agreement and (2) a Certificate of Insurance verifying the following minimum coverages with respect to the insurance policies of Licensee and the policies of each subcontractor Licensee uses to perform any portion of Work or services under this Agreement, in all cases, with each insurance carrier having a rating by A.M. Best of A- VII or higher and all such insurance being primary and non-contributory:

(i) **Commercial General Liability** – an Occurrence based ISO policy or its functional equivalent that includes contractual liability; a minimum of $1,000,000 Each Occurrence / $2,000,000 General Aggregate / $2,000,000 Products-Completed Operations Aggregate / $5,000 Medical Expense (any one person). Gray Local Media, Inc. and all its parents and subsidiaries must be included as Additional Insureds, and the policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.

(ii) **Umbrella Coverage** – a minimum limit of $1,000,000 that follows the Commercial General Liability policy.

(iii) **Automobile Liability** – a minimum $1,000,000 CSL with both hired and non-owned liability. Gray Local Media, Inc. and all its parents and subsidiaries must be included as Additional Insureds, and the policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.

(iv) **Workers' Compensation / Employers Liability** – a minimum of $1,000,000 each accident, $1,000,000 policy limit, $1,000,000 each employee. Policy must include each proprietor, partner, executive, officer, or LLC member of Licensee. The policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.

Each of the foregoing insurance coverages in items (i) – (iv) shall be maintained throughout the Term of this Agreement. In addition to the insurance coverages required above, in the event any Work is to be performed by or on behalf of Licensee on or at the Premises, prior to commencement of such Work, Licensee shall also obtain and deliver (or cause to be obtained and delivered) to Gray the following:

(v) **Professional E&O Liability (structural engineering) coverage** – a minimum of $1,000,000 per occurrence. The policy must be maintained until the expiration of the applicable statute of limitations following completion of the Work for which the policy was obtained.

(vi) **All Risk Builders / Installation Floater coverage** – a minimum of replacement cost value of the Tower, antennae, cost of modifications, repairs or alternations, and estimated cost of debris removal. Coverage should include Faulty Workmanship or Materials and Faulty Design Specifications. The policy must be maintained until the completion of the work for which the policy was obtained.

(vii) **Insurance and Indemnification Agreement** – Licensee must obtain an executed Insurance and Indemnification Agreement from each contractor, subcontractor, consultant, and other vendor providing services in connection with any Work on or at the Premises, the form of which will be provided to Licensee upon Licensee's delivery of written request to Gray.

(b) Licensee's failure to comply with any insurance requirements set forth in this Section or any other agreement between the parties will not relieve Licensee from any liability under this Agreement. Licensee's obligations herein will not be construed to conflict with or limit Licensee's indemnification obligations under this Agreement.

(c) Licensee will avoid any action that may cause damage to any part of the Tower Site or equipment owned by Gray's other Tenants.

11. **Condemnation**. Any condemnation of any parts of the Tower Site not preventing enjoyment of Licensee's rights hereunder will have no effect on this Agreement. If any condemnation partially and adversely affects Licensee's rights under this Agreement, Gray will equitably adjust the License Fee, and in any case, Gray will collect the entire condemnation award. To the extent of the condemnation award, Gray will carry out any physical restoration of the balance of the Tower Site required for continued exercise of Licensee's rights hereunder. If such condemnation totally prevents enjoyment of Licensee's rights hereunder, this Agreement will terminate, and the parties will be free to make and prosecute claims against the condemning authority for their respective damages. Notwithstanding anything in this Agreement to the contrary, Licensee acknowledges and understands that Licensee has no real property interest as a result of this Agreement and that this Agreement constitutes a mere license entitling Licensee to the rights and privileges set forth herein as contractual interests of a personal property nature.

12. **Force Majeure and Failure of Service**. Gray will incur no liability to Licensee for failure to furnish space, as provided herein, or to render any service, if prevented by wars, acts of terrorism, fires, strikes or labor troubles, accidents, acts of God, acts by the City, State, Federal or other governmental authorities, unavoidable delay, or other causes beyond Gray's direct control, involving the partial or total destruction of real property, the Tower, or the Transmission Building. Gray will use its best efforts to replace and restore damaged or destroyed elements of its property (utilizing available insurance and/or condemnation proceeds only) and reinstate services as promptly and reasonably as possible. In the event of the total or substantial partial destruction of the Tower or the Transmission Building, Gray may, at its option, either (i) terminate this Agreement, or (ii) rebuild its facilities and reinstate service to Licensee as promptly as reasonably possible (utilizing available insurance or condemnation proceeds only). During the period in which Gray by reason of any such loss or damage is unable to furnish space or render any service, the License Fee will be suspended, but otherwise the covenants and agreements of Licensee under this Agreement will remain in full force and effect.

13. **Sales and Assignments (Gray)**. If Gray sells or otherwise disposes of the Tower Site and the Tower, Gray will be automatically freed and relieved of all liability contained in this Agreement to be performed

thereafter. Upon such conveyance, the grantee shall expressly assume, subject to the limitations of this Section, all the covenants, agreements, and conditions in this Agreement to be performed on the part of the Gray. Gray's covenants and agreements contained in this Agreement will, subject to the aforesaid, be binding on Gray and its successors and assigns only during, and with respect to, their respective successive periods of ownership.

14. **Sales and Assignments (Licensee)**. Licensee may not assign this Agreement without Gray's prior written consent which consent will not be unreasonably withheld. Gray may insist upon continued liability by Licensee under this Agreement as a condition to any approval of a proposed sale or assignment by Licensee.

15. **RF Radiation and Safety/ Antenna Servicing**.

(a) Immediately upon demand of Gray, Licensee at Licensee's sole expense shall have RF Radiation Studies performed to respond to any reasonable belief by Gray that Licensee's use of the Tower Site is in violation of any applicable radio frequency ("RF") radiation restrictions or any other law, rule, or regulation. Such studies shall be certified to and delivered to Gray. Licensee shall immediately shut down its Equipment, transmission operations, and systems upon notice from Gray, or if at any time Licensee has reason to believe, that failure to so act will or may foreseeably result in human exposure to RF radiation in excess of guidelines established by the American National Standards Institute (including any other successor association established for the same purpose, "ANSI") or FCC Rules and Regulations in effect at such time. Licensee shall also shut down or reduce its transmission operations as reasonably requested by Gray to permit inspection, construction, or maintenance activities in or on the Tower Site, whether such request is made to accommodate Gray's or another Tenant's or user's needs. All such requests by Gray requiring the reduction or shutdown of Licensee's operations for discretionary purposes shall be given with reasonable advance notice and shall be made for periods that are intended to cause as little disruption to Licensee's operations as is commercially reasonable. If Licensee fails to reduce or shut down its Equipment, transmission operations, or systems pursuant to this Section, Gray may reduce or temporarily terminate power to Licensee's Equipment, transmission operations, or systems, and Gray will incur no liability to Licensee for such reduction or termination of power. Licensee shall inform all employees, agents and contractors who may perform work at the Tower Site of radiation protection rules, including those set forth herein, and shall inform all such persons of the presence of warning signs at the Tower Site designating certain areas or locations as prohibited areas or "hot spots." Licensee shall maintain compliance with all applicable rules, laws, and regulations concerning RF radiation.

(b) Licensee shall cooperate fully in taking the necessary steps to protect personnel working on the Tower from exposure to RF Radiation energy in excess of acceptable standards as may now, or in the future, be established by the ANSI and adopted by the FCC or any other government agency which now or in the future may regulate such matters.

16. **Default**.

(a) In the event Licensee shall cause Interference and fails to cease such Interference within the time periods set forth in Section 7 herein, Gray shall have the right to terminate this Agreement and all other rights and remedies afforded under the laws of the State in which the Tower Site is located including, without limitation, and the right to impose a lien against all of the Equipment of Licensee installed on the Tower or at the Tower Site for any costs, loss or damage caused to Gray by the default of Licensee. In the event Licensee breaches any other obligations under this Agreement and fails to cure the same within twenty days following receipt of written notice, Gray shall have the right to terminate this Agreement immediately. Regardless of whether Gray elects to terminate this Agreement, Licensee is liable to Gray for all costs of collection, including reasonable attorney's fees and court costs.

(b) Upon the expiration of the Term or termination of this Agreement in accordance with any provisions of this Agreement, Licensee shall quit and peaceably surrender the Tower and its space on the Tower and within the Tower Site to Gray in good order and repair less reasonable wear and tear; damage by fire and other casualty excepted provided insurance proceeds are delivered to Gray if the damage is covered by insurance required of Licensee hereunder. Such repair will require Licensee to remove any Equipment immediately upon expiration of the Term or the termination of this Agreement. Should Licensee refuse or delay to remove any Equipment, Licensee will be considered a hold-over tenant pursuant to Section 3 of the Agreement, and the License Fee and Utility Fee will increase in accordance with Section 3. If Licensee fails to pay the increased License Fee and Utility Fee following its holding over, Gray may immediately terminate Licensee's tenancy by written notice to Licensee, whereupon all right, title, and interest in and to the Equipment will vest in Gray who may dispose of the Equipment in its sole discretion without any liability to Licensee.

(c) No right or remedy conferred upon or reserved to Gray in this Agreement is intended to be exclusive of any other right or remedy, and every right and remedy of Gray is cumulative whether existing at law or in equity or by statute.

(d) The right to enter judgment against Licensee and to enforce all of the other provisions of this Agreement may, at the option of any assignee of this Agreement, be exercised by any assignee of Gray's interest in this Agreement for his, her, their, or its own name.

17. **Continuing Obligation**. Neither the termination of this Agreement for default nor any dispossessory order shall relieve Licensee of its previously accrued and future liability and obligations under this Agreement, and any such liability and obligation shall survive any such termination or order.

18. **Obsolescence/Decommissioning**. In addition to any other right of Gray to terminate this Agreement, Gray has the right to terminate this Agreement upon at least sixty (60) days' written notice to Licensee in the event (i) Gray determines, in its sole discretion, the Tower is, or has become, obsolete or unnecessary; or (ii) the Tower is decommissioned for any reason. Upon termination of this Agreement pursuant to this Section, Gray will have no further obligation to Licensee under this Agreement, and Licensee shall remove its equipment from the Tower in accordance with Section 16(b).

19. **Waiver**. No failure by Gray to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise any right or remedy upon a default by Licensee hereunder and no acceptance of full or partial License Fee payments during the continuance of any such default will constitute a waiver of any such default or of such covenant, agreement, term, or condition. If Gray waives any default of Licensee, such waiver will be effective only if Gray delivers the waiver to Licensee by written instrument. No waiver of any default shall otherwise affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to another then existing or subsequent default with respect thereto.

20. **No Recordation**. Neither party may file this Agreement or a memorandum hereof for recording in the land records of any municipality, county, state, or other governmental unit.

21. **Indemnification**. Except to the extent caused by the willful misconduct or gross negligence of Gray, its agents, employees and contractors, to the extent allowable by law, Licensee shall indemnify and hold Gray and its employees and affiliates (the "**Gray Parties**"), harmless from any and all Claims which may be imposed upon or incurred by or asserted against the Gray Parties by reason of (i) the acts or omissions of Licensee, its employees, agents, contractors, invitees, guests or other representatives (the **"Licensee Parties"**) or (ii) the operations of the Licensee Parties, and Licensee shall compensate Gray for all damages sustained by Gray. Gray shall indemnify and hold Licensee harmless from any and all Claims to the extent resulting from the willful

misconduct of Gray, its agents, employees and contractors. This Indemnification Section will survive expiration or termination of this Agreement. This shall not be deemed a waive of sovereign immunity of any other third party defense available to Licensee.

22. **Limitation of Liability**. Gray is not be liable for any damage, cost, compensation or claim arising out of any act or omission resulting in inconvenience, annoyance, interruption of transmission and loss of revenue due to Gray's repairing or replacing any portion of the Premises, the interruption in the use of the Premises, or the termination of this Agreement by reason of the destruction of the Premises. Notwithstanding anything to the contrary contained in this Agreement, Gray's covenants, undertakings, and agreements herein are made and intended, not for the purpose of binding Gray personally or the assets of Gray, to bind only Gray's interest in the Tower Site, as the same may, from time to time, be encumbered. No personal liability may be asserted or enforceable against Gray or its stockholders, officers, employees, affiliates, or respective successors and assigns on account of this Agreement or any agreement of Gray hereunder. Gray's total liability to Licensee will not exceed the amount Licensee has paid to Gray during the 12-month period ending the month prior to the occurrence giving rise to Gray's liability under this Agreement. Under no circumstances will Gray be liable to Licensee for any lost profits, lost revenue, consequential, incidental, or punitive damages.

23. **Liens**. If any mechanics, laborers, or materialman's lien is at any time filed against the Tower Site or any part thereof as a result of Licensee's occupancy thereof, or which arises out of any claim asserted against Licensee, Licensee within twenty days after written notice of the filing thereof shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Licensee fails to discharge such lien within the time prescribed in the preceding sentence, Gray may, but is not obligated to, discharge such lien and charge the costs thereof to Licensee as additional License Fees.

24. **Hazardous Materials**. Licensee shall not bring any Hazardous Materials, including without limitation, any equipment containing polychlorinated byphenyls ("PCBs"), onto the Tower Site. Licensee shall be responsible for and shall indemnify and hold the Gray Parties harmless from all claims, loss or expenses (including reasonable attorney's fees) arising from the presence of Hazardous Materials introduced at, in, or under the Tower Site by Licensee or any of its authorized service technicians, engineers, employees, contractors, or subcontractors. This provision will survive termination of this Agreement.

25. **Quiet Enjoyment**. Gray covenants that Licensee, on paying the applicable License Fees and performing the covenants contained in this Agreement, will and may peacefully and quietly hold and enjoy the rights provided for in this Agreement for the Term hereof and subject to the provisions contained in this Agreement. Except as to a claim of title superior to that of Gray which would violate the covenant of quiet enjoyment set forth in this Section, Gray makes no representations or warranties whatsoever and Licensee accepts the rights and privileges set forth herein strictly on an "As Is" basis. This Agreement is always subject and subordinate to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever that may now exist or hereafter be placed on or against the Tower Site or on or against Gray's interest or estate in the Tower Site, all without the necessity of having further instruments executed by Licensee to effect such subordination.

26. **Estoppel Certificates**. Licensee shall at any time and from time to time upon not less than ten (10) days' prior notice by Gray, execute, acknowledge and deliver to Gray a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the License Fee and other charges have been paid in advance, if any, stating whether or not to the best knowledge of Licensee, Gray is in default in the performance of any covenant, agreement or condition contained in this Agreement and, if so, specifying each such default of which Licensee may have knowledge and containing any other information and certifications which reasonably may be requested by Gray or the holder of any mortgage. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the Tower or Tower Site or any mortgagee, ground lessor, or other like encumbrancer thereof or any assignee of any such encumbrancer upon the Tower or Tower Site.

27. **Notices**. All notices, consents and other communications permitted or required to be given under this Agreement must be in writing and will be deemed sufficiently given when delivered by a nationally recognized overnight courier or by registered or certified mail to a party at the appropriate address set forth in Exhibit A (or another address provided in writing by the receiving party).

28. **Term Subject to Prime Lease**. The following provision applies only if Gray holds a leasehold interest in the Tower Site:

> If Gray's rights in the Tower Site are derived from a Prime Lease, the Term shall continue and remain in effect only as long as Gray retains its interest under said Prime Lease.

29. **Miscellaneous**. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and effective with the Commencement Date supersedes all prior agreements, representations, and conditions between the parties with respect thereto. Neither party is relying upon any representation, warranty, or other condition made by the other party outside this Agreement. All questions regarding the validity, interpretation, performance, and enforcement of the provisions of this Agreement will be governed by the laws of the state in which the Tower Site is located. If any provision or portion of a provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement/portion of that provision will remain in full force and effect so long as the essential terms and conditions of this Agreement reflect the original intent of the parties and remain valid, legal and enforceable. The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provision. If an ambiguity or question of intent or interpretation arises regarding this Agreement, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. This Agreement may be signed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one agreement. Any electronic signature, electronic copy of a signature, electronic symbol or process, or any other record adopted by a party with the intent to sign this Agreement will have the same legal effect, validity, and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including (i) the Federal Electronic Signatures in Global and National Commerce Act and (ii) any state law based on the Uniform Electronic Transactions Act, or similar state law.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FIVE-YEAR RENEWAL AGREEMENT WITH GRAY TELEVISION LICENSEE, LLC D/B/A WKYT FOR A RADIO TOWER LEASE FOR THE PUBLIC SAFETY RADIO SYSTEM, AT A COST NOT TO EXCEED $10,069.08 FOR FY26, WITH AN INCREASE OF 2.4% ANNUALLY, SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS IN FUTURE FISCAL YEARS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a five-year Renewal Agreement, which is attached hereto and incorporated herein by reference, with Gray Television Licensee, LLC d/b/a WKYT, for a radio tower lease for the public safety radio system.

Section 2 – That an amount, not to exceed the sum of $10,069.08 for FY26, be and hereby is approved for payment to Gray Television Licensee, LLC, from account 1101-505602-71303, pursuant to the terms of the Renewal Agreement, with increases of 2.4% annually thereafter, subject to the appropriation of sufficient funds in future fiscal years.

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
699-25:GET:4927-1037-4750, v. 1

RESOLUTION NO. 383 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FIVE-YEAR RENEWAL AGREEMENT WITH GRAY TELEVISION LICENSEE, LLC D/B/A WKYT FOR A RADIO TOWER LEASE FOR THE PUBLIC SAFETY RADIO SYSTEM, AT A COST NOT TO EXCEED $10,069.08 FOR FY26, WITH AN INCREASE OF 2.4% ANNUALLY, SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS IN FUTURE FISCAL YEARS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a five-year Renewal Agreement, which is attached hereto and incorporated herein by reference, with Gray Television Licensee, LLC d/b/a WKYT, for a radio tower lease for the public safety radio system.

Section 2 – That an amount, not to exceed the sum of $10,069.08 for FY26, be and hereby is approved for payment to Gray Television Licensee, LLC, from account 1101-505602-71303, pursuant to the terms of the Renewal Agreement, with increases of 2.4% annually thereafter, subject to the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

699-25:GET:4927-1037-4750, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0700-25

File ID: 0700-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 247-2025 **In Control:** Urban County Council

File Created: 07/22/2025

File Name: Purchase and Subscription Agreement with Raptor Technologies, LLC to purchase Visitor Management Software **Final Action:** 08/14/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase and Subscription Services Agreement with Raptor Technologies, LLC, for the purchase of visitor management software, for the Dept. of Public Safety, at a cost not to exceed $5,040 in FY2026, subject to an annual increase in price by the higher of the change in the CPI index or five percent (5%), contingent upon the appropriation of sufficient funds in future fiscal years, and further authorizing the Mayor to execute any future documents, including annual renewals, necessary for implementation, operation, support, or maintenance of same. [Dept. of Public Safety, Armstrong]

Notes: needs signature. Given back to Sandra Jordan to get signed. 8.18.25 AA

Sponsors: **Enactment Date:** 08/14/2025

Attachments: Raptor Technologies Visitor Management Memo, Raptor Purchase an Subscription Services Agreement Effective 8.1.25 - 7.1.26, RESO 700-25 Purchase and Subscription Services with Raptor re Visitor Management Software 4911-6631-6636 v.1.docx, R-366-2025 **Enactment Number:** R-366-2025

Deed #: **Hearing Date:**

Drafter: Sandra Jordan **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/14/2025		
1	Urban County Council	08/14/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	08/14/2025	Approved				Pass

Text of Legislative File 0700-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase and Subscription Services Agreement with Raptor Technologies, LLC, for the purchase of visitor management software, for the Dept. of Public Safety, at a cost not to exceed $5,040 in FY2026, subject to an annual increase in price by the higher of the change in the CPI index or five percent (5%), contingent upon the appropriation of sufficient funds in future fiscal years, and further authorizing the Mayor to execute any future documents, including annual renewals, necessary for implementation, operation, support, or maintenance of same. [Dept. of Public Safety, Armstrong]

Summary

Authorization to enter into a purchase and subscription services Agreement with Raptor Technologies for the purchase of Visitor Management software which is the software used by Security to document visitors who enter the Government Center and the Phoenix building. At a cost of $5,040. Funds are Budgeted. (L0700-25)(Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens 7/18/2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-707103-0001-76102

This Fiscal Year Impact: $5,040

Annual Impact: For annual subscription billing during the Term, the Annual Fee(s) May be increased from the previous annual period by the higher of the change in the CPI Inde for the preceding 12 months or five percent (5%).

Project:

Activity:

Budget Reference:

Current Balance: $37,261.49

TO: Mayor Linda Gorton

Members, Urban County Council

FROM: Ken Armstrong, Commissioner of Public Safety

DATE: July 22, 2025

SUBJECT: Purchase and Subscription Services Agreement with Raptor Technologies, LLC

Request Authorization to: Enter into a purchase and subscription services agreement with Raptor Technologies for the purchase of Visitor Management software.

Why are you requesting?

Department needs this action completed because: This software will be used by Security to check in/document visitors who enter the Government Center and the Phoenix building. The visitor management system currently in use no longer meets our needs.

The initial term of this agreement is one year. Following the Initial Term and as except as terminated below, the Agreement will automatically renew for successive one (1) year renewal terms at the then applicable Annual Platform Access Fee and/or Annual Services Subscription Fee and any other annual fees that may have been agreed to by the Parties, unless either Party provides written notice to the other of its intention to allow the agreement to expire at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term.

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

The cost for this FY is: $5,040

The cost for future FY is: For annual subscription billing during the Term, the Annual Fee(s) may be increased from the previous annual period by the higher of the change in the CPI index for the preceding 12 months or five percent (5%).

Are the funds budgeted? Yes

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

Account number: 1101-707103-0001-76102

File Number: 0700-25

Director/Commissioner: Ken Armstrong, Commissioner of Public Safety

PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE: August 1, 2025
INITIAL TERM: 12 Months (08/01/2025 – 07/31/2026)

THIS PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT (this "Subscription Agreement") is made effective as of the Effective Date set forth above and is by and between Raptor Technologies, LLC, its subsidiaries, or affiliated entities (collectively referred to as "Raptor"), having offices at 2900 North Loop West, Suite 900, Houston, TX 77092, and Lexington-Fayette Urban County Gov ("Customer") having offices at 200 E Main St., Lexington KY 40507. Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties." Capitalized terms used in this Subscription Agreement but not otherwise defined in this Subscription Agreement have the meanings set forth in the General Terms (defined below). In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"Terms" means the Subscription Agreement General Terms and Conditions, a copy of which is included herein as Exhibit B (the "General Terms") and the Subscription Agreement Service-Specific Terms and Conditions, a copy of which can be found at https://raptortech.com/Raptor_Technologies_Service_Specific_Terms.pdf or attached hereto.

Access Grant to Raptor Technology. Subject to Customer's compliance with the Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to access the Raptor Platform for the purpose of using the Raptor Technology purchased during the applicable Term purchased under this Subscription Agreement.

Fees. Customer will pay to Raptor the fees, which may include annual fees the Annual Platform Access Fee and Annual Subscription Services Fees ("Annual Subscription Fee(s)") and one-time purchase or services fees, in each case as set forth in the Quote in Exhibit A and in any Invoice during the Term. For annual subscription billing during the Term, the Annual Fee(s) may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%). This transaction is not a GSA Schedule sale unless otherwise specified in the Quote or on the invoice.

Payment Terms. Fees are due and payable within 60 (sixty) days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Subscription Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Customer acknowledges and agrees that it has reviewed the Subscription Agreement, the Terms and all documents comprising the Agreement, prior to the execution of this Subscription Agreement.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THE AGREEMENT.

RAPTOR TECHNOLOGIES, LLC		**LEXINGTON-FAYETTE URBAN COUNTY GOV**	
Signed:	_____	Signed:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

[December] 2024

EXHIBIT A

RAPTOR® TECHNOLOGIES

Renewal Notice

Date	6/1/2025
Renewal #	110304
Start Date	8/1/2025
End Date	7/31/2026

"Protect Every Child, Every School, Every Day"

Bill To:
Lexington-Fayette Urban County Gov (RT
Accounts Payable
200 E Main St
Lexington KY 40507

Ordered By:
Lexington-Fayette Urban County Gov (RT

Terms
RN N60

Description	Qty	Price	Amount
Raptor Visitor Management Annual Access Fee Government Center Phoenix Bldg Transition Renewal 8/1/25 - 7/31/26	2	$2,520.00	$5,040.00

Subtotal	$5,040.00
Tax Total	$0.00
Total	$5,040.00

Click Here for Inquiries or to Send Purchase Orders

Remit Checks to:

Raptor Technologies, LLC
Dept 141
PO Box 4458
Houston, TX 77210-4458

Please reference invoice number(s) on all check payments.

Pay Now

SO110304

EXHIBIT B

PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS
Revised for Lexington-Fayette Urban County_ July 2025
(section 10.9)

The contractual relationship between Raptor Technologies, LLC and/or any of its affiliated entities, as applicable ("Raptor") and the Customer purchasing and using the Raptor Technology (the"Customer") and together with Raptor, the "Parties" with respect to the Raptor Technology (as defined below) will be governed by and includes (1) these Terms and Conditions (as they may be updated from time to time, these "General Terms"), (2) any terms specific to the Raptor Services purchased (available at the link at the end of these Terms or otherwise provided to Customer, the "Service-Specific Terms"), and (3) all Invoices and exhibits, schedules, project plans and terms and conditions referenced by or in the foregoing. These are collectively referred to as the "Agreement". In the event of a conflict between the Subscription Agreement, the General Terms, and the Service-Specific Terms (including any and all attachments thereto and amendments thereof) and the terms of the Subscription Agreement shall control and if there is a conflict between the General Terms and the Service-Specific Terms, the General Terms shall control. Any additional terms provided in a purchase order or other documentation provided by the Customer, shall not apply to Raptor unless specifically agreed to in writing by a legal representative of Raptor. Acceptance of these General Terms and all other components of the Agreement may be indicated by signature (which may be electronic) on any document by clicking the appropriate box during a payment or online workflow by payment and/or by use of any Raptor Technology. If customer does not agree to any part of these General Terms or the Agreement, Customer may not use the Raptor Technology.

1. DEFINITIONS

Capitalized terms in these General Terms have the meanings provided in this Section 1, as defined elsewhere in this Agreement or as defined in the Subscription Agreement.

1.1 "Access Credentials" means login information, passwords, security protocols, and policies through which Users access the Raptor Technology.

1.2 "Annual Platform Access Fee" means the fees described in Exhibit A of the Subscription Agreement for annual access to the Raptor Platform.

1.3 "Annual Subscription Services Fees" means the fees listed in Exhibit A of the Subscription Agreement for the Raptor Services provided on a subscription basis.

1.4 "Customer Content" means all data, information and materials (a) provided by Customer and Users when accessing or using the Raptor Technology; and (b) otherwise provided by, or on behalf of, Customer or Users in connection with the use of, or access to, the Raptor Technology.

1.5 "Customer Procured Third Party Services" means any services or products which were procured by Customer from another party (not including Third-Party Services sublicensed by Raptor to Customer).

1.6 "Documentation" means the documentation, digital materials, user manuals, help files and videos, and other materials that describe the features, functions and operation of the Raptor Technology.

1.7 "Intellectual Property Rights" means all forms of industrial and intellectual property rights and protections throughout the world, including any: (a) patents, patent applications, and inventions (whether or not patentable); (b) copyrights and other rights in works of authorship; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets, know-how, and rights in confidential information; (e) rights in software, databases and designs; (f) moral rights, rights of privacy, rights of publicity, and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired arising under statutory or common law, including all applications, disclosures, and registrations with respect thereto.

1.8 "Invoice" means an invoice that sets forth the Raptor Technology ordered, together with the associated fees, the schedule of payments and any unique additional terms, as applicable.

1.9 "Raptor Platform" means the online software-as-a-service platform to which Customers connect to access Raptor software solutions and associated services.

1.10"Raptor Services" means the provision of professional or managed services performed for Customer in connection with this Agreement, including services to allow integrations with third-party or Customer technology or hardware, and hardware provided by Raptor. References to any Raptor Services include the associated Documentation. Raptor Services include the services to allow the Raptor Platform to integrate with Third-Party Services and Customer Procured Third-Party Services, but not the Third-Party Services or Customer Procured Third-Party Services themselves.

1.11 "Raptor Technology" means, collectively, the Raptor Platform, Raptor Downloadable Software (as defined in Section 3.2) and Raptor Services. Any references to the Raptor Technology include the associated Documentation.

1.12"Term" is defined in Section 5.2.

1.13 "Third-Party Services Service(s)" means any services or products which are provided by a third party and sublicensed to Customer in connection with the Raptor Services.

1.14"Users" means users who are authorized by Customer to access the Raptor Technology using a user identifier and password provided to Customer by Raptor or set up by Customer or User using the Raptor Platform. Users shall be employees or contractors of Customer, parents or guardians of students, or students of Customer (or schools in Customer's district) or similar authorized persons Customer is responsible for under this Agreement.

2. UPDATES

2.1 Updates to the Raptor Technology. During the Term, Raptor shall supply Customer, without charge, any revisions, corrections, and upgrades of the Raptor Technology that are made generally available by Raptor to its other customers free of charge ("Updates").

2.2 Updates to General Terms and Service-Specific Terms. Raptor may update the General Terms or update or add new Service-Specific Terms from time to time by linking such updated or new General Terms or Service-Specific Terms on www.raptortech.com or a subdomain thereof.

3. RAPTOR SERVICES & CUSTOMER OBLIGATIONS

3.1 Provision of Raptor Technology & License Rights. Raptor will use commercially reasonable efforts to make the Raptor Technology and Third-Party Services available to Customer pursuant to the Agreement in accordance with applicable laws and regulations, subject to Customer's compliance with the terms of the Agreement and the provision of necessary Third-Party Services by the third-party providers. Raptor hereby grants Customer and Users a limited, non-assignable, non-transferrable, non-sublicensable, non-exclusive, revocable license to access and use the Raptor Technology and Third-Party Services in accordance with the terms of this Agreement. Each User shall also be granted the license rights set forth in the End User License Agreement linked at the end of these General Terms or otherwise provided and accepted when the User accesses any particular Raptor Technology or Third-Party Services (the "EULA") and agrees thereby to the terms of such EULA.

3.2 Raptor Downloadable Software. For certain Raptor Technology, software components may be downloaded locally by the Raptor Platform or through app stores, such as the Apple App Store or the Google Play App Store (the "Raptor Downloadable Software"). Subject to Customer's compliance with the terms and conditions of the Agreement, and each User's agreement to the EULA, Raptor hereby grants Customer and Users a limited, nonexclusive, nontransferable, non-sublicensable, revocable right and license to install and use the Raptor Downloadable Software solely for the purpose of accessing the Raptor Platform and using the Raptor Technology. Customer and Users shall promptly delete all Raptor Downloadable Software within 30 days of the end of the Term for the provision of the related Raptor Technology.

3.3 Customer Restrictions. During the Term and thereafter, Customer shall not, and shall not permit any of its Users or any third parties to, directly or indirectly: (a) act as a reseller or distributor of, or a service bureau for, the Raptor Technology, or otherwise use, exploit, make available or encumber any of the Raptor Technology to or for the benefit of any third party; (b) provide access to or demonstrate the Raptor Technology to anyone (other than Users); (c) use or access the Raptor Technology or Documentation in any way that would be competitive with or against the best interests of Raptor; (d) reverse engineer, disassemble or decompile the Raptor Technology, or attempt to derive the source code or underlying ideas or algorithms of any part of the Raptor Technology; (e) remove any notice of proprietary rights from the Raptor Technology or Documentation; (f) copy, modify, translate or otherwise create derivative works of any part of the Raptor Technology or Documentation; (g) use the Raptor Technology in a manner that interferes or attempts to interfere with the proper working of the Raptor Technology, or any activities conducted in connection with the Raptor Technology, including bypassing or attempting to bypass any security settings or measures used to prevent or restrict access to the Raptor Technology; (h) use or allow the transmission, transfer, export, re-export or other transfer of any software, technology or information forming a part of the Raptor Technology in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; or (i) use the Raptor Technology to share or store anything not related to its intended use, including any inappropriate materials, such as (i) materials containing viruses or other harmful or malicious code; (ii) copyrighted materials to which Customer does not have sufficient rights; or (iii) other materials prohibited by applicable international, federal, state, or local laws and regulations.

3.4 Customer Obligations.

(a) Customer is responsible for and shall ensure compliance by Customer and all Users with the terms of the Agreement and the EULA, as applicable, and has all right, power and authority to comply with its obligations hereunder and to require Users to comply with their obligations hereunder and thereunder. Customer will safeguard, and ensure that all Users safeguard, the Access Credentials. Customer will be responsible for all acts and omissions of Users. Customer will notify Raptor immediately if it learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security with respect to the Raptor Technology.

(b) Customer will not provide access to the Raptor Technology or Third-Party Services to any person who is not a User. Customer remains solely liable for any acts or omissions of any unauthorized users of the Raptor Technology.

(c) Customer will be responsible for obtaining and maintaining, at Customer's expense, all of the necessary telecommunications, computer hardware, software, internet connectivity and any other technology, connectivity, hardware or resources required by Customer or any User to access the Raptor Technology and Third-Party Services from the internet or as otherwise needed to access and/or use the Raptor Technology (unless expressly provided otherwise in the Service-Specific Terms). Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Raptor Technology, and notify Raptor promptly of any such unauthorized use known to Customer.

(d) Customer is solely responsible for completing, and causing Users to complete, as applicable, all implementations, training, operations, project plans or any other actions advised by Raptor for the proper functioning and use of the Raptor Technology, including any additional requirements for any Service-Specific Terms. Customer is also responsible for providing to Raptor any information and data that is necessary to provide the Raptor Technology and assist in scheduling training and other related events to deliver the Raptor Technology.

(e) Customer shall obtain all legal rights, licenses and consents necessary with respect to Customer's and Users' access to and usage of the Raptor Technology and Third-Party Services and with respect to Customer Content and Customer Procured Third-Party Services, and shall ensure each User is bound by the General Terms, the Agreement, and the End User License Agreement terms.

(f) **Fees**: Customer will pay to Raptor the fees, which may include annual fees, the Annual Platform Access Fee and Annual Subscription Service Fees ("Annual Subscription Fee(s)") and one-time purchase or services fees in each case as set forth in the Quote (or similar documentation). In each case listing the Raptor Technology products, pricing, and related details, and in any Invoice during the Term. For an annual subscription billing during the Term, the Annual Fee(s) may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five(5) percent. The transaction shall not be deemed a GSA Schedule Sale unless otherwise specified in the Quote or on the Invoice.

(g) Payment Terms: Fees are due and payable within thirty (30) days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of an Agreement or submission of a Purchase Order. In the event an applicable taxing authority as a result of an audit or otherwise, assesses additional taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Customer will not withhold any taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

3.5 Reservation of Rights. As between Customer and Raptor, all right, title and interest, including all Intellectual Property Rights, in and to the Raptor Technology are owned exclusively by Raptor. Except for any Customer Content, all work product or services provided or developed pursuant to the Agreement or otherwise related to the Raptor Technology (including any derivative works thereof, or any modifications and improvements to any Raptor Technology pursuant to Section 3.6 (Continuous Development) or otherwise and any technology or intellectual property developed pursuant to Section 3.8 (Feedback)), and all Intellectual Property Rights therein and thereto, will be the sole and exclusive property of Raptor.

3.6 Continuous Development or Changes to Third-Party Services. Customer acknowledges that Raptor may continually develop, deliver and provide to Customer, at Raptor's sole discretion, on-going innovation to the Raptor Technology in the form of new features, functionality, services and efficiencies. Accordingly, Raptor reserves the right to automatically modify the Raptor Technology from time to time. Some modifications will be provided to Customer at no additional charge. Raptor may condition the implementation of other modifications on Customer's payment of additional fees, provided Customer may continue to use the version of the Raptor Technology that Raptor makes generally available (without such features) without paying additional fees. In the event that any provider of a Third-Party Service which is sublicensed to Customer from Raptor changes or ceases to offer any such Third-Party Service, Raptor shall use commercially reasonable efforts to provide Customer with at least six (6) months' notice before changing or ceasing to provide such Third-Party Service. In the event such Third-Party Service (a) is updated and the price changes, Raptor shall charge or refund Customer, as applicable, on a pro-rata basis for the remainder of the Term or (b) is no longer be offered, Raptor will provide a pro rata refund for any pre-paid fees.

3.7 Support. During the Term, Raptor shall use commercially reasonable efforts to provide services necessary to remedy any

software function on the Raptor Technology that does not operate in substantial conformance to the Documentation (an "Error"). Raptor's technical support staff shall provide Customer with email and telephone consultation during the hours of 7:00 a.m. through 5:00 p.m. US Central Time, Monday through Friday, except holidays recognized by the United States federal government. Such consultation shall include technical advice concerning the use and operation of the Raptor Technology, including clarification of functions and features of the Raptor Technology, and clarification of documentation, as well as Error verification, analysis, corrections and workarounds. All services provided hereunder shall be provided remotely from Raptor's place of business or such other locations designated by Raptor. In furtherance of this Section 3.7, Customer will identify (and notify Raptor on request) not more than two (2) technically proficient contacts to act as the primary liaisons responsible for all communications with Raptor in connection with Raptor Technology support issues.

3.8 Feedback. Customer hereby grants to Raptor a non-exclusive, worldwide, royalty-free, paid-up, transferable, sublicensable, perpetual, and irrevocable right and license to use and incorporate into any products or services (including Raptor Technology) any suggestions, enhancement requests, comments, recommendations or other feedback provided by Customer (including by its Users) relating to the Raptor Technology.

4. CUSTOMER CONTENT & DATA PROTECTION

4.1 Customer Content. Customer is solely responsible for the accuracy, quality and legality of Customer Content (whether provided by Customer or Users) and the provision of Customer Content to Raptor. Customer shall obtain all consents from (or on behalf of) Users and third-party licenses, consents and permissions needed for Raptor to receive, use and store the Customer Content to provide the Raptor Technology in accordance with applicable laws, without infringement on the rights of any User or third party, and as otherwise contemplated by the Agreement. Customer agrees that it has knowledge peculiar to the protection of student information and school safety under applicable local, state and federal law and, as such, Customer shall be solely responsible for (a) compliance with all applicable federal, state and local laws and regulations in Customer's and Users' use of the Raptor Technologies, (b) collection and use of Customer Content, including any consent required for the collection and use of information regarding minors and educational records, and (c) designing, implementing and maintaining school safety measures.

4.2 Ownership and License of Customer Content. As between Customer and Raptor, Customer retains all right, title, and interest to the Customer Content. Customer grants to Raptor, on behalf of itself and its Users, a non-exclusive, worldwide, royalty-free, paid up, and sublicensable right and license to copy, display, reformat, and otherwise use the Customer Content as necessary for purposes of providing the Raptor Technology. Notwithstanding anything to the contrary herein, Customer agrees that Raptor also has the perpetual and irrevocable right to collect, copy, de-identify, analyse and otherwise use any de-identified information derived from the Customer Content (collectively, the "De-identified Data") for Raptor's lawful business purposes, including to create, improve and enhance the Raptor Technology and other products and services, for artificial intelligence purposes in relation to Raptor Technology and other products and services, and for other development, diagnostic, and corrective purposes in connection with the Raptor Technology and other products and services. In addition, Company agrees that Raptor may retain copies of Customer Content required for compliance with applicable law and Raptor's other recordkeeping or quality assurance requirements.

4.3 Raptor will maintain and enforce reasonable safety and physical security procedures with respect to its access and maintenance of all information that relates to an identified or identifiable individual ("Personal Information") that are (a) at least equal to industry standards for such types of personal information and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of personal information.

4.4 Raptor shall not retain, use, or disclose any Personal Information that is subject to protection under applicable consumer privacy laws, (collectively, "Applicable Privacy Laws"), for any purpose other than the specific purpose of providing the Raptor Technology in accordance with this Agreement, or as otherwise permitted by this Agreement and Applicable Privacy Laws. Raptor shall not(a) sell any Personal Information or disclose Personal Information to a third party for targeted advertising, (b) retain, use or disclose any Personal Information for a commercial purpose except as permitted by this Agreement, or (c) retain, use or disclose the Personal Information outside of the direct business relationship between Raptor and Customer.

4.5 Customer hereby authorizes Raptor, on behalf of itself and Users, to process Customer Content, including Personal Information, in order to: (a) perform its obligations and exercise its rights under the Agreement; (b) establish, exercise or defend legal claims in respect to the Agreement or the Raptor Technology; (c) comply with any other written instructions given by Customer and acknowledged in writing by Raptor as constituting instructions for purposes of the Agreement; and (d) take any action reasonably necessary for the proper management and administration of Raptor's business.

4.6 Raptor will provide assistance as reasonably required to permit Customer to comply with its obligations under Applicable Privacy Laws, including, where required, to respond

to requests from individuals relating to their Personal Information.

4.7 Raptor will make available to Customer at Customer's written request with reasonable notice such information as may be reasonably necessary to demonstrate compliance with Applicable Privacy Laws ("Audit Right"). To the extent Raptor makes available to Customer any confidential audit report prepared by a third-party security professional ("Audit Report"), Customer agrees to accept such Audit Report, subject to confidentiality requirements, in satisfaction of this Audit Right; however, if Customer can demonstrate that it requires additional information beyond the Audit Report, then Customer may request, at Customer's cost, Raptor provide additional information or an audit, subject to reasonable confidentiality procedures and only as reasonably necessary to demonstrate compliance with Applicable Privacy Laws. Such access or audit will not include access to any information that could compromise confidential information relating to other Raptor customers or suppliers, Raptor's technical and organizational measures, or any trade secrets.

4.8 Raptor will ensure that any Third-Party Service providers to which it makes available Personal Information for the performance of services under this Agreement have entered into written agreements with Raptor that comply with Applicable Privacy Laws.

4.9 Upon termination of the Agreement, to the extent that Raptor retains Personal Information, Customer may request Raptor to delete such Personal Information. Customer acknowledges that Raptor may retain backups of such Personal Information in accordance with this Agreement.

5. TERM, TERMINATION

5.1 Initial Term. Unless earlier terminated in accordance with the terms of this Section 5, the Agreement will become effective on the Effective Date and continue for the Initial Term per the Subscription Agreement (the "Initial Term").

5.2 Renewal Terms. Following the Initial Term and except as earlier terminated as described below, the Agreement will automatically renew for successive one (1) year renewal terms (each, a "Renewal Term") at the then-current applicable Annual Platform Access Fee and/or Annual Services Subscription Fee (collectively, "Subscription Fee(s)") and any other annual fees that may have been agreed to by the Parties, unless either Party provides written notice to the other of its intention to allow the Agreement to expire at least 60 (sixty) days prior to the expiration of the Initial Term or the then-current Renewal Term. The Initial Term and all Renewal Terms will collectively be referred to as the "Term." Raptor Technology provided in any Renewal Term shall be the same or similar, depending on the current product offering at such time, and provided that any promotional offerings may not be renewed, in each case, as communicated by Raptor to Customer prior to the Renewal Term.

5.3 Additional Raptor Services. If Customer purchases Raptor Services or expands the scope of the Raptor Services previously purchased, the term for such additions shall end at the same time as the then current Initial Term or Renewal Term, as applicable, and will automatically renew at the end of such Term, as described above. The fees for such additions shall be pro-rated for the amount of time left in the then current Term. Customer may use a purchase order to purchase such additional Raptor Services and, in such case, this Agreement, the General Terms and applicable Service-Specific Terms shall apply.

5.4 Termination for Breach. Either Party may terminate the Agreement upon written notice to the other Party in the event the other Party commits any material breach of the Agreement and fails to cure such breach within 30 (thirty) days after its receipt of written notice of such material breach.

5.5 Obligations on Termination. Upon expiration or termination of the Agreement all rights granted hereunder by Raptor and all obligations of Raptor to provide Raptor Technology will immediately terminate. Sections 1 (Definitions), 3.3 (Restrictions), 3.5 (Reservation of Rights), 3.8 (Feedback), 4.2 (Ownership), 5 (Obligations on Termination), 6 (Confidentiality), 7.2 (Exclusions), 8 (Indemnification), 9 (Limitations on Liability), and 10 (General) will survive termination of the Agreement. All fees for the Raptor Technology are nonrefundable. Without limiting the foregoing, no refunds or credits will be issued for partial periods of service, downgrade refunds or refunds for unused periods in the event of termination under the Agreement, except in the case of Raptor's infringement of a third party's Intellectual Property Rights as set forth in Section 8.1 or in the event any Raptor Technology is no longer provided as set forth in Section 3.56

6. CONFIDENTIALITY

6.1 Definition. As used herein, subject to Section 6.2 (Exclusions) below, "Confidential Information" means any and all information or data, regardless of whether it is in tangible form, disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), that the Disclosing Party has either marked as confidential or proprietary, or that should be reasonably understood by the Receiving Party to be confidential due to the nature of the information disclosed or the circumstances surrounding disclosure. Raptor's Confidential Information includes all information relating to the Raptor Technology. Customer's Confidential Information will include the Customer Content (subject to Section 4.2 (Ownership)). In addition, the terms of the Agreement will be considered the Confidential Information of both Parties. In the event that the parties executed a non-disclosure agreement prior to the Effective Date, the parties agree that such agreement is hereby terminated and replaced by this Agreement. The provisions of this Section 6 shall survive termination of the Agreement for a period of two (2) years.

6.2 Exclusions. Notwithstanding the foregoing, information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes generally publicly known except through a breach of the Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to any of Disclosing Party's Confidential Information.

6.3 Obligations. The Receiving Party will use commercially reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use or reproduction of, the Disclosing Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under the Agreement, Disclosing Party's Confidential Information may be disclosed to only such employees and agents of the Receiving Party on a need-to-know basis; provided in each case that such employees and agents are bound by a written agreement respecting such Confidential Information in accordance with the terms of this Section 6. In addition, Confidential Information may be disclosed to any competent authorities following a judicial order to do so.

6.4 Injunctive Relief. The Parties acknowledge and agree that money damages would be both incalculable and an insufficient remedy for any breach of the confidentiality or non-disclosure obligations under this Section 6, and that, in addition to any other remedy available to a Party, either Party shall be entitled to appropriate equitable relief, including, without limitation, injunctive relief and specific performance, without the requirement of posting a bond or other security or proof of actual damages, in the event of any such breach or threatened breach of this Section 6 by the other Party.

7. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

7.1 General. Each Party represents and warrants to the other Party that it has all required rights, power and authority to enter into and perform its obligations under the Agreement. Raptor represents and warrants to Customer that Raptor will provide the Raptor Technology in a professional and workmanlike manner.

7.2 Exclusions. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 (GENERAL), THE RAPTOR TECHNOLOGY IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, SECURITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT RAPTOR DOES NOT WARRANT THAT THE RAPTOR TECHNOLOGY WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, THAT THE RAPTOR TECHNOLOGY WILL MEET CUSTOMER'S OR ANY USER'S REQUIREMENTS, OR THAT THE RAPTOR TECHNOLOGY WILL YIELD ANY PARTICULAR RESULT. CUSTOMER AGREES THAT RAPTOR SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY USER WITH RESPECT TO THE CUSTOMER CONTENT OR CUSTOMER'S USE THEREOF. RAPTOR MAKES NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF ANY DATA. RAPTOR DOES NOT AND CANNOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE, USE OR RESULTS OF THE USE OF THE RAPTOR TECHNOLOGY IN TERMS OF EFFECTIVENESS, ACCURACY, RELIABILITY, THAT CUSTOMER WILL BE SECURE AS A RESULT OF ITS USE OF THE RAPTOR TECHNOLOGY OR OTHERWISE.

RAPTOR MAKES NO REPRESENATION OR WARRANTY WITH RESPECT TO ANY THIRD-PARTY SERVICES OR CUSTOMER PROCURED THIRD-PARTY SERVICES, AND ANY WARRANTIES WITH RESPECT THERETO SHALL BE THOSE PROVIDED BY THE RESPECTIVE THIRD PARTY.

RAPTOR DOES NOT PROVIDE LEGAL ADVICE OR ASSURANCE THAT ANY RAPTOR TECHNOLOGY WILL ENABLE CUSTOMER TO BE IN COMPLIANCE WITH ANY LAW OR REGULATION APPLICABLE TO CUSTOMER. CUSTOMER IS RESPONSIBLE FOR OBTAINING ITS OWN ADVICE REGARDING COMPLIANCE.

7.3 No Reliance on Future Functionality or Product Roadmap. Customer acknowledges and agrees that even if Raptor discussed any possible new functionality, products, or services, to be provided by Raptor or any third party, Customer is purchasing the Raptor Services hereunder without reliance on any future delivery of new functionality, products or services.

8. INDEMNIFICATION

8.1 Indemnification by Raptor. Raptor will defend at its expense any claim, suit or proceeding (each a "Claim") brought against Customer by a third party based upon a claim that Customer's use of the Raptor Technology in accordance with the Agreement infringes such third party's Intellectual Property Rights, and Raptor will pay all damages finally awarded against Customer by a court of competent jurisdiction as a result of any such Claim or all amounts payable in settlement of the Claim agreed to by Raptor. If the use of any Raptor Technology by Customer has become, or in Raptor' opinion is likely to become, the subject of any claim of infringement, Raptor may

at its option and expense: (a) procure for Customer the right to continue using such portion of the Raptor Technology, as applicable, as set forth hereunder; (b) replace or modify such portion of the Raptor Technology, as applicable, to make it non-infringing so long as it retains at least equivalent functionality; or (c) if options (a) or (b) are not reasonably practicable, terminate the Agreement and provide a pro-rata refund of any amounts pre-paid for unused periods. Raptor will have no liability or obligation under this Section 8.1 with respect to any Claim to the extent caused by: (w) use of the Raptor Technology not in accordance with the Agreement; (x) compliance with or use of designs, data, instructions or specifications provided by Customer (including the Customer Content); (y) modification of the Raptor Technology by any person or entity other than Raptor without Raptor's express consent; or (z) the combination, operation or use of the Raptor Technology with other applications, product(s), devices, equipment, hardware, software, data or services not provided by Raptor.

8.2 Indemnification by Customer. To the extent permitted under applicable law, Customer will defend at its expense any Claim brought against Raptor by any User or third party arising from: (a) any Customer Content; (b) clauses (w) through (z) of Section 8.1 (Indemnification by Raptor); (c) Customer's breach of Section 3.3 (Restrictions), Customer's breach of Section 3.4 (Obligations), Customer's breach of Section 4.1 (Customer Content); and (d) Customer's or any User's use or misuse of the Raptor Technology. Customer will pay all damages finally awarded against Raptor by a court of competent jurisdiction as a result of any such Claim or all amounts payable in settlement of the Claim agreed to by Customer.

8.3 Additional Terms. The foregoing indemnification obligations are conditioned upon the following: (a) the Party seeking indemnification will promptly notify the indemnifying Party of the applicable Claim; (b) the indemnifying Party will have the sole and exclusive authority to defend and/or settle any such Claim (provided that the indemnifying Party will not settle any such Claim without the other Party's prior written consent); (c) the Party seeking indemnification will reasonably cooperate with the indemnifying Party in connection therewith; and (d) the Party seeking indemnification may participate in the defense of any such Claim at its own expense.

9. LIMITATIONS ON LIABILITY

9.1 Disclaimer of Indirect Damages. EXCEPT FOR LIABILITY ARISING UNDER SECTION 8 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN ADDITION, IN NO EVENT WILL RAPTOR BE LIABLE FOR CUSTOMER'S PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9.2 Limitations on Liability. EXCEPT FOR LIABILITY (A) RESULTING FROM A BREACH OF SECTION 3.4 (CUSTOMER OBLIGATIONS) OR SECTION 4.1 (CUSTOMER CONTENT), (B) ARISING UNDER SECTION 8 (INDEMNIFICATION), (C) THE PAYMENT OF FEES OWED BY CUSTOMER OR (D) RESULTING FROM USE OF THE RAPTOR TECHNOLOGY BY CUSTOMER OTHER THAN AS PERMITTED UNDER THIS AGREEMENT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY RAPTOR UNDER THE APPLICABLE INVOICES(S) DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE.

9.3 Exceptions. RAPTOR WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY EXCEPT AS PROVIDED UNDER SECTION 8.1 (INDEMNIFICATION). RAPTOR WILL NOT BE LIABLE TO ANY USER FOR ANY REASON OR FOR ANY THIRD-PARTY SERVICES UNLESS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, INCLUDING THE INTEROPERABILITY OF THIRD-PARTY SERVICES WITH RAPTOR TECHNOLOGY.

10. GENERAL

10.1 Insurance. Raptor shall maintain the commercially reasonable insurance during the Term, including:

a) Worker's Compensation, as required by law;
b) General Employers' Liability, in the minimum amount of $1,000,000;
c) Comprehensive General Liability, in the minimum amount of $1,000,000 per single limit bodily injury, property damage, and personal injury any one occurrence and $2,000,000 in the aggregate.
d) Professional Liability, in the minimum amount of $1,000,000; and
e) Cyber Liability, in the minimum amount of $5,000,000 per occurrence.

10.2 Force Majeure. Raptor will not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control.

10.3 Compliance with Laws. Without limiting the generality of the foregoing, Customer will not transfer, either directly or indirectly, the Raptor Technology, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from

Raptor and the appropriate United States agency and will otherwise comply with all other applicable import and export laws, rules and regulations. Each Party shall comply with all applicable laws and regulations in connection with its performance of its obligations and the exercise of its rights under the Agreement. Customer shall comply with all applicable data privacy and security laws in the treatment of personally identifying information of any third party obtained using the Raptor Technology or otherwise.

10.4 No Assignment. Customer may not assign the Agreement or any of its rights or obligations, or sublicense any of the rights granted herein, in whole or in part, without the prior written consent of Raptor, except that Customer may assign the Agreement, without the prior written consent of Raptor, to a corporation or other business entity succeeding to all or substantially all of the assets and business of Customer by merger or acquisition, provided that such corporation or other business entity assumes, in a writing delivered to Raptor, all of the terms and conditions of the Agreement. Any attempt by Customer to assign or transfer any of the rights, duties or obligations of the Agreement in violation of the foregoing will be null and void.

10.5 Amendment; Waiver. The Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representatives of both Parties. No provision or part of the Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of the Agreement will not be deemed a waiver of future enforcement of that or any other provision.

10.6 Relationship. The Parties are independent contractors. Nothing in the Agreement will be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

10.7 Waiver of Sovereign Immunity. To the extent that Customer may in any jurisdiction claim for itself or its assets immunity from suit, execution or attachment (whether in aid of execution, before judgment or otherwise) or immunity from any other form of legal process, Customer hereby irrevocably and unconditionally waives all such immunity to the fullest extent permitted by applicable law and covenants that it shall not assert sovereign immunity as a defense either to jurisdiction or to any enforcement measures that are available in any such jurisdiction, including without limitation enforcement measures that are available for judgment rendered in a legal proceeding conducted in another jurisdiction.

10.8 Severability. In the event that any provision of the Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

10.9 Governing Law, Jurisdiction. The Agreement will be governed by the laws of the State of Kentucky without reference to its conflicts of law principles. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded. Any controversy or claim arising out of or in any way relating to this Agreement, including the validity thereof as well as the parties' actions pursuant to it, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then pertaining, except where those rules conflict with this provision, in which case this provision controls. The arbitration shall be conducted by a panel of three arbitrators to be selected as follows: each Party shall select one person to act as arbitrator and the two Party-selected arbitrators shall select the third arbitrator within thirty (30) days of their appointment. If the Party-selected arbitrators are unable to or fail to agree upon the third arbitrator, the third arbitrators shall be appointed by the AAA. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitration shall be held in Lexington, Kentucky. The interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. All aspects of the arbitration shall be treated as confidential. The Parties agree that any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any Party.

10.10 Class Action Waiver. Any controversy or claim arising out of or in any way relating to this Agreement, including the validity thereof as well as the parties' actions pursuant to it, must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the public or similar proceeding (any such action is referred to as a "Class Action"). No claim will be litigated or arbitrated on a Class Action basis. To the greatest degree permitted by law, the Parties expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action.

10.11 Notices. All notices, consents, and approvals under the Agreement must be delivered by email to the current email address provided in the Agreement or otherwise provided by either party to the other and, including a copy to legal@raptortech.com for Raptor. Either Party may change its address by giving notice of the new address to the other Party.

10.12 Use of Name and Logo. Customer agrees that Raptor may indicate that Customer is a Raptor customer on Raptor's website and in its marketing materials. Any such attribution will be consistent with Customer's style guidelines and requirements as communicated to Raptor.

10.13 Entire Agreement. The Agreement constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted by Customer with purchase orders, sales acknowledgments or quotations.

[END OF GENERAL TERMS]

Additional Terms and Policies:

Please visit the additional policies and terms below, including the Service-Specific Terms applicable to the particular Raptor Services purchased by Customer.

Service-Specific Terms: **https://raptortech.com/Raptor_Technologies_Service_Specific_Terms.pdf**
Raptor's Privacy Policy: **https://apps.raptortech.com/About/Privacy**
Raptor's End User License Agreement (EULA):
https://apps.raptortech.com/About/TermsOfUse

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT WITH RAPTOR TECHNOLOGIES, LLC, FOR THE PURCHASE OF VISITOR MANAGEMENT SOFTWARE, FOR THE DEPARTMENT OF PUBLIC SAFETY, AT A COST NOT TO EXCEED $5,040.00 IN FY2026, SUBJECT TO AN ANNUAL INCREASE IN PRICE BY THE HIGHER OF THE CHANGE IN THE CPI INDEX OR FIVE PERCENT (5%), CONTINGENT UPON THE APPROPRIATION OF SUFFICIENT FUNDS IN FUTURE FISCAL YEARS, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY FUTURE DOCUMENTS, INCLUDING ANNUAL RENEWALS, NECESSARY FOR IMPLEMENTATION, OPERATION, SUPPORT, OR MAINTENANCE OF 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 and directed to execute the Purchase and Subscription Services Agreement, which is attached hereto and incorporated herein by reference, with Raptor Technologies, LLC, for visitor management software, for the Department of Public Safety, and further authorizing the Mayor to execute any future documents, including annual renewals, necessary for the implementation, operation, support, or maintenance of same, contingent upon the appropriation of sufficient funds in future fiscal years.

Section 2 – That an amount, not to exceed the sum of $5,040.00 in FY2026, be and hereby is approved for payment to Raptor Technologies, LLC, from account # 1101 – 707103 – 76102, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF THE URBAN COUNTY COUNCIL
700-25:MSC:4911-6631-6636, v. 1

RESOLUTION NO. 366 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT WITH RAPTOR TECHNOLOGIES, LLC, FOR THE PURCHASE OF VISITOR MANAGEMENT SOFTWARE, FOR THE DEPARTMENT OF PUBLIC SAFETY, AT A COST NOT TO EXCEED $5,040.00 IN FY2026, SUBJECT TO AN ANNUAL INCREASE IN PRICE BY THE HIGHER OF THE CHANGE IN THE CPI INDEX OR FIVE PERCENT (5%), CONTINGENT UPON THE APPROPRIATION OF SUFFICIENT FUNDS IN FUTURE FISCAL YEARS, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY FUTURE DOCUMENTS, INCLUDING ANNUAL RENEWALS, NECESSARY FOR IMPLEMENTATION, OPERATION, SUPPORT, OR MAINTENANCE OF 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 and directed to execute the Purchase and Subscription Services Agreement, which is attached hereto and incorporated herein by reference, with Raptor Technologies, LLC, for visitor management software, for the Department of Public Safety, and further authorizing the Mayor to execute any future documents, including annual renewals, necessary for the implementation, operation, support, or maintenance of same, contingent upon the appropriation of sufficient funds in future fiscal years.

Section 2 – That an amount, not to exceed the sum of $5,040.00 in FY2026, be and hereby is approved for payment to Raptor Technologies, LLC, from account # 1101 – 707103 – 76102, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: August 14, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL

700-25:MSC:4911-6631-6636, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0701-25

File ID: 0701-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 230-2025 **In Control:** Urban County Council

File Created: 07/22/2025

File Name: Saint Martin's Village Neighborhood Park Center Concession Agreement **Final Action:** 08/28/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with the St. Martin's Village Neighborhood Association, for the management and operation of the Whitney Young Park Center, at a cost estimated not to exceed $6,000 in FY2026, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Notes: RIO 8/6/2025. MS

SAF in the CCO. Returned to Roger Daman 8/29/2025. MS

Sponsors:

Enactment Date: 08/28/2025

Attachments: Blue Sheet Memo - Concession Agreement - Saint Martin's Village NPC - Signed - Corrected, Neighborhood Park Center Concession Agreement - Saint Martin's Village Neighborhood Association - Signed, LexParks-NeighborhoodCenters-Photos - Whitney Young Highlighted, NPC Concession Agreement - Exhibit A Rules and Regs, NPC Rental Agreement Draft (Exhibit B), Biannual Financial Report (Exhibit C), NPC Stipend Reimbursement Form - Exhibit D, Public Risk Mitigation Form - Exhibit E, RESO 0701-25 4920-7326-9340 v.1.docx, R-384-2025, Contract #230-2025

Enactment Number: R-384-2025

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0701-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with the St. Martin's Village Neighborhood Association, for the management and operation of the Whitney Young Park Center, at a cost estimated not to exceed $6,000 in FY2026, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Summary

Authorizing to execute a Concession Agreement with the St. Martin's Village Neighborhood Association for the management and operation of the Whitney Young Park Center, located at 1033 St. Martin's Ave.., Lexington, KY 40511 for a term of two (2) years. At a cost not to exceed $6,000 per year. Funds are Budgeted. (L0701-25)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes - Emilee Buttrum - 9/20/2023

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-707606-7641-75101-775

This Fiscal Year Impact: The neighborhood association is eligible for financial stipends and allowances, up to a total of $6,000 per year.

Annual Impact: Dependent upon utility and capital improvement costs.

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR, PARKS & RECREATION

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad, Director of Parks & Recreation

DATE: July 22, 2025

SUBJECT: Neighborhood Park Center Concession Agreement
St. Martin's Village Neighborhood Association

Request:

Request Council authorization to execute a Concession Agreement with the St. Martin's Village Neighborhood Association for the management and operation of the Whitney Young Park Center, located at 1033 St. Martin's Avenue., Lexington, KY 40511.

Purpose:

Parks & Recreation has traditionally had longstanding partnerships with neighborhood associations for the management and operation at neighborhood park center facilities. The Concession Agreement formally extends and further defines the partnership roles and responsibilities for community programming at the facility, through the guiding principles of *1} Neighborhood Engagement and Activation, and 2) Shared Governance and Accountability*. The concession agreement allows for neighborhood associations to designate Center Keyholders, who manage public access and community programming, on behalf of the neighborhood association. Rental income is retained by the neighborhood association, solely for reinvestment in community programming and public benefit. Biannual financial reports are required for submission to Parks and Recreation. The neighborhood association will procure and maintain commercial general liability insurance in the amount of $2 million, as well as worker's compensation insurance. Parks and Recreation will be responsible for utility and capital improvement costs at the facility. The initial term of the agreement is for 2 years, with an automatic renewal for 2 additional years.

Budgetary Implication:

The neighborhood association is eligible for financial stipends and allowances, up to a total of $6,000 per year. Funds budgeted in 1101-707606-7641-75101

File Number: 0701-25

Director/ Commissioner: Monica Conrad / Chris Ford

NEIGHBORHOOD PARK CENTER
CONCESSION AGREEMENT

THIS NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT (the "Agreement"), made and entered into this ___ day of_____, **2025**, (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statues, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LFUCG"), and St. Martin's Village Neighborhood Association, Inc. a Kentucky nonprofit corporation, with a principal address located at 1033 St. Martin's Avenue (the "Neighborhood Association").

RECITALS

WHEREAS, LFUCG is the owner of the **Whitney Young Park Center** located at 1033 St. Martins Ave., Lexington, KY 40511 (the "Center"); and

WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

WHEREAS, the parties have agreed to enter into this Agreement regarding management and operation of the Center, based upon the guiding principles of 1) Neighborhood Engagement and Activation and 2) Shared Governance and Accountability, as further defined in Sections 5 and 6, respectively, of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **RECITALS INCORPORATED; DEFINITIONS.** The recitals above are hereby incorporated into and made part of this Agreement. In addition to the terms defined elsewhere in this Agreement, the terms set forth below shall have the following meanings for the purpose of this Agreement:

   a. **"Center Keyholder"** means the neighborhood association member and resident who serves as the primary point of contact for public access to the Neighborhood Park Center. The Center Keyholder coordinates the scheduling and reservation of rental events with the general public. The Center Keyholder also is a liaison to LFUCG Parks and Recreation for general maintenance and repairs at the Center. The Center Keyholder assists the Neighborhood Association with activity and financial reporting required to be submitted to LFUCG Parks and Recreation.

b. **"Division of Parks & Recreation"** means the administrative and operational authority for public parks, open spaces, and recreational facilities on behalf of LFUCG.

c. **"Neighborhood Association"** means a formally organized group of residents, as recognized with non-profit status through the Kentucky Secretary of State's office, who volunteer to lead in neighborhood advocacy, safety, and general public interest. The members of Neighborhood Association leadership are duly elected and / or appointed by eligible members of respective organization, independently of LFUCG regulation or oversight.

d. **"Neighborhood Park Center"** means one of the 12 single-story public facilities owned by LFUCG and located at parks throughout the Lexington-Fayette County that will be managed by the Neighborhood Association pursuant to this Agreement. The Neighborhood Park Centers are listed below:

Park Name	Street Address	Zip Code
Coolavin Park	550 W. Sixth Street	40508
Douglass Park	726 Georgetown Street	40511
Green Acres Park	1560 LaSalle Road	40511
Highlands Park	1991 Mark Avenue	40511
Lou Johnson Park	190 Prall Street	40508
Marlboro Park	1970 Benton Place	40505
ML King Park	1625 McCullough Drive	40511
Meadowthorpe Park	333 Larch Lane	40511
Oakwood Park	1050 Briarwood Drive	40511
Valley Park	2077 Cambridge Drive	40504
Whitney Young Park	1033 St. Martins Avenue	40511
Woodhill Park	457 Larkwood Drive	40509

e. **"Public Risk Mitigation Allowance"** means the monetary amount (up to $1,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for the costs of the required insurance policy premiums under this Agreement.

f. **"Rental Event Maintenance Stipend"** means the monetary amount (up to $5,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and

programs at the Center. Eligible expenses that may be reimbursed under the Rental Event Maintenance Stipend include, but are not limited to, building cleaning, emergency contract services, deep cleaning, window cleaning, and floor cleaning and/or maintenance at the Center. Reimbursement will only be considered for eligible services provided by a person or business entity that is lawfully registered or authorized to do business in the Commonwealth of Kentucky and holds a valid occupational license from the LFUCG Division of Revenue to do business in Lexington-Fayette County.

g. **"Rental Fee Income"** means the monetary amount assessed and collected by the Neighborhood Association from residents, groups, or organizations to host an event at the Center during a reserved date and time.

2. **EXHIBITS.** This Agreement consists of the provisions herein as well as the following additional documents, which are attached hereto as exhibits and incorporated by reference as if fully stated:

a. **Exhibit "A"** – Center Management Rules and Regulations
b. **Exhibit "B"** – Center Rental Agreement
c. **Exhibit "C"** – Biannual Financial Report
d. **Exhibit "D"** – Rental Event Maintenance Stipend (REMS) Form
e. **Exhibit "E"** – Public Risk Mitigation Allowance (PRMA) Form

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by the terms and provisions of Exhibit "A", "B", "C", "D", and "E" in that order.

3. **TERM OF AGREEMENT.** Subject to the termination rights set forth herein, this Agreement shall be effective for an initial term of two (2) years, beginning as of the Effective Date, and automatically renewing for a period of two (2) years. The Neighborhood Association shall have the right throughout the term of this Agreement to occupy, possess, manage, and rent the Center under the terms and conditions provided herein. LFUCG shall have the right to enter the Center at any time and for any reason. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

4. **CENTER CONCESSIONS.** LFUCG may grant the Neighborhood Association, subject to its full compliance with this Agreement, the concessions of a Rental Event Maintenance Stipend and/or a Public Risk Mitigation Allowance (the "Concession" or "Concessions"). The Rental Event Maintenance Stipend and Public Risk Mitigation Allowance may be available, annually, on a fiscal year basis, beginning September 1, 2024. The Neighborhood Association must follow all terms and conditions of this Agreement, including timely submission of Biannual Financial Reports and the required reimbursement forms, in order to request disbursement for any Concession(s). The Neighborhood Association shall have the right to retain any Rental Fee Income at the

delivery of service to the rental party and at the time such income is generated. Rental Fee Income is not required or anticipated to be remitted to LFUCG.

5. **NEIGHBORHOOD ENGAGEMENT AND ACTIVATION.**

   a. **Designation of Center Keyholder.** Subject to the terms of this Agreement, LFUCG hereby retains and delegates to the Neighborhood Association's designated Center Keyholder the performance of the duties and services hereinafter set forth, and the Center Keyholder accepts such delegated designation. The Center Keyholder agrees to comply with the Center Management Rules and Regulations established in Exhibit "A". The Neighborhood Association shall cooperate with LFUCG to perform a background check on the Center Keyholder before LFUCG will grant such person access to the Center.

   b. **Utilization and Public Access.** The Center shall be used by the Neighborhood Association for community events and shall not be used for any other purpose without the prior written consent of LFUCG. The Neighborhood Association shall comply with the Center Management Rules and Regulations in Exhibit "A" governing the use and occupancy of the building. LFUCG may amend the Center Management Rules from time to time, and a written copy of such amendments will be given to the Neighborhood Association who shall thereafter comply with the same.

   c. **Rentals.** The Center Keyholder shall rent the Center in accordance with the Center Management Rules and Regulations in Exhibit "A". The Center Keyholder shall make reasonable efforts to ensure that all groups or individuals renting the Center comply with a Center Rental Agreement, an example of which is attached as Exhibit "B"; and shall promptly notify LFUCG of any group that refuses to satisfy its obligations and duties under the terms of the Center Rental Agreement. Groups or individuals that have failed to comply with the terms of the Center Rental Agreement shall be ineligible to rent the Center for a period of one (1) year thereafter.

   d. **Taxes and Fees.** The Neighborhood Association agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. The Neighborhood Association is not responsible for any applicable real property taxes.

6. **SHARED GOVERNANCE AND ACCOUNTABILITY.**

   a. **Record Keeping and Reporting.** The Center Keyholder shall keep full, true, and accurate records of every rental and the proceeds generated therefrom, which records shall be submitted to LFUCG or made available for LFUCG's

inspection, in the Biannual Financial Report provided in Exhibit "C". The Biannual Financial Report will be for periods January 1st through June 30th, and July 1st through December 31st; and shall be delivered to LFUCG no later than 30 days immediately ending these said time periods. The Neighborhood Association shall notify LFUCG in writing of any change in its officers and/or the Center Keyholder within ten (10) calendar days of such change.

b. **Utilities and Services.** LFUCG shall be responsible for providing and paying for all utilities to the Center. The Center Keyholder shall be responsible for the routine maintenance and housekeeping of the Center. In addition to routine maintenance and housekeeping provided by the Center Keyholder and renters at the Center, the Neighborhood Association may elect to procure supplemental janitorial and housekeeping services at the Center and seek reimbursement for eligible expenses upon submission and approval of the Rental Event Maintenance Stipend Form attached as Exhibit "D". The Neighborhood Association may submit multiple Rental Event Maintenance Stipend Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for eligible expenses incurred during the current fiscal year. Reimbursement under the Rental Event Maintenance Stipend for approved expenses may take up to 30 business days.

c. **Damage to the Premises.** The Neighborhood Association shall reimburse LFUCG immediately upon demand for the cost(s) of repairing any damage caused to The Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees.

d. **Risk Management.**

    i. **Insurance.** The Neighborhood Association shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability (CGL) insurance in the amount of $2,000,000.00, as well as worker's compensation insurance, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The CGL policy shall name the Lexington-Fayette Urban County Government and Division of Parks and Recreation as additional insureds and shall be primary to any applicable insurance of LFUCG. The insurance coverages shall fully waive rights of subrogation against LFUCG. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the

Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507. The costs of the required insurance policy premiums set forth herein may be reimbursed to Neighborhood Association by LFUCG upon submission of the Public Risk Mitigation Allowance Form attached as Exhibit "E". The Neighborhood Association may submit multiple Public Risk Mitigation Allowance Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for the eligible costs incurred during the current fiscal year. Reimbursement under the Public Risk Mitigation Allowance for approved costs may take up to 30 business days.

ii. **Liability and Indemnification.** The Neighborhood Association and Center Keyholder agree to indemnify, defend, and hold harmless LFUCG and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, and actions of whatever kind or expense, including defense costs and attorney fees, that are in anyway incidental to or connected with or that arise from or that are alleged to have arisen from, directly or indirectly, in whole or in part, use of Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees. LFUCG shall not be liable for any loss or damage to persons or property of the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees located on the Center. LFUCG shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Center, pipes, appliances or plumbing works, or any other cause of any nature. Any property of the Neighborhood Association kept for storage at the Center shall be so kept or stored at the exclusive risk of the Neighborhood Association. This clause shall survive the termination of this agreement.

7. GENERAL TERMS AND CONDITIONS.

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

Notice shall be sent to LFUCG at the following:
Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street, Lexington, KY 40507

Notice shall be sent to the Neighborhood Association at the following:

1033 St. Martin's Avenue

b. **Contractual Relationship Only.** In no event shall the parties be construed, held, or become in any way for any purpose the employee of the other party in the conduct of their respective endeavors or otherwise.

c. **Sexual Harassment.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all members of the Neighborhood Association's Board of Directors, or similar body, and/or employees. The policy shall be made available to LFUCG upon request.

d. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, or any rights, in favor of any third party.

e. **Successors and Assigns.** This Agreement shall be binding on both parties and their successors and assigns. The assigning party agrees to provide written notice to the non-assigning party to this Agreement of any assignment.

f. **Compliance with Ordinances, Statutes, State and Federal Law.** The Neighborhood Association shall comply and cause its Center Keyholder, employees, officers, agents, invitees, and sub-lessees to comply with all applicable local ordinances and state and federal laws and/or regulations, as well as reasonable operational procedures and standards established by LFUCG in connection with use of the Center.

g. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. The Neighborhood Association acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor.

h. **Waiver.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

i. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises, or

agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____ Date: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

"NEIGHBORHOOD ASSOCIATION"

By: Michelle K. Davis [sign] Date: July 9, 2025
Name: Michelle K. Davis [print]
Position: President

By: Enoch E. Elliott [sign] Date: JULY 9, 2025
Name: ENOCH E. ELLIOTT [print]
Position: Treasurer

By: Michelle K. Davis [sign] Date: July 9, 2025
Name: Michelle K. Davis [print]
Position: Center Keyholder

Coolavin Park

550 W. 6th St. • 40508

1st District

Douglass Park

726 Georgetown St. • 40511

1st District

Green Acres Park

1560 La Salle Rd. • 40511

1st District

Highlands Park

1991 Mark Ave. • 40511

2nd District

Lou Johnson Park

190 Prall St. • 40508

3rd District

Marlboro Park

1870 Benton Pl. • 40505

1st District

Martin Luther King Park

1625 Mc Cullough Dr. • 40511

1st District

Meadowthorpe Park

333 Larch Ln. • 40511

11th District

Oakwood Park

1050 Briarwood Dr. • 40511

1st District

Valley Park

2077 Cambridge Dr. • 40504

11th District

Whitney Young Park

1033 St. Martins Ave. • 40511

2nd District

Woodhill Park

457 Larkwood Dr. • 40509

7th District

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
NEIGHBORHOOD PARK CENTER
MANAGEMENT RULES AND REGULATIONS

The Lexington-Fayette Urban County Government, Division of Parks and Recreation, at its discretion, may authorize a recognized community group or Neighborhood Association (the "Center Keyholder"), in Lexington- Fayette County, Kentucky to manage a Center owned by the Lexington-Fayette Urban County Government, Division of Parks and Recreation. A written agreement with LFUCG providing this authorization for the Center is required.

This authorization is given by LFUCG with the understanding that the Center Keyholder understands and fully agrees that all activities, functions and gatherings that anything it schedules or allows in the Center will be wholesome in nature; that it will not discriminate against any individual or group based on race, color, national origin, sex, age, religion, disability, sexual orientation or gender identity; that it will not violate any federal, state or local law; and will, to the best of its ability, protect the Center from damage by either its members of the general public or others that the Center Keyholder has authorized to use the Center. For the purpose of these guidelines, the Neighborhood Park Center is defined as the permanent structure or building and the immediate grounds on which the Center is located.

A. CENTER KEYHOLDER

As manager of the Center, the Center Keyholder shall have the right to obtain keys to the Center for the purpose of entering the Center at its discretion; to schedule any activities it deems appropriate; and to rent or allow the Center to be used by individuals or groups.

The Center Keyholder shall ensure that all doors and windows to the Center are locked and secure when the building is not being used to host an event. The Center Keyholder shall only provide keys to employees, agents, officers, invitees, or sub-lessees as necessary, and shall ensure that all such keys are returned immediately upon the conclusion of the events for which they are distributed. Each Center Keyholder shall be required to maintain a Key Log detailing the current holders of all keys to the Center to include rental parties. The log shall denote when the key was assigned and when it was returned. This log shall be available for inspection by the division upon request. The Center Keyholder shall immediately notify Owner should it lose any key to the Center, and shall reimburse Owner for the cost of replacing all locks on the Center immediately upon demand.

Furthermore, a list of key holders shall be provided in conjunction with the required biannual financial reports. Violation of this provision may result in termination of the Center Keyholder's authorization to manage the Neighborhood Park Center.

No current or prospective member of the Center Keyholder's group may serve as a key holder who has been convicted of any of the following, or who has charges pending for any of the

following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:

i. Any crime or offense in which the victim was a minor;
ii. Any crime or offense of a sexual nature;
iii. Any crime or offense of a violent nature; KRS 194A.380(3) states the definition of violent offender is "any person who has been convicted of or who has entered a plea of guilty to the commission of a capital offense, Class A felony, Class B felony involving the death of the victim or serious physical injury to the victim, or rape in the first degree, or sodomy in the first degree";
iv. Any crime or offense involving illegal drugs within the last five (5) years;
v. More than one offense involving alcohol or firearm within the last five (5) years.

B. RENTAL OF THE CENTER

The Center Keyholder may, at their discretion, rent the Center to individuals or groups for their exclusive use for an agreed time period. The Center Keyholder will ensure that the individual(s) or group(s) renting the Center do not interfere with the public's general access to the park, except as to the specific Center being rented. However, it shall remain the responsibility of the Center Keyholder to ensure that the Center is maintained in a safe, neat, and orderly condition, that the Center is not accessed by unauthorized parties, and that the Center is not used for activities that violate any applicable statute, regulation, or ordinances, or cause a disturbance to others.

The Center Keyholder is responsible for requiring each user of the Center to sign a Center Rental Agreement. These agreements should include all rules and regulations pertaining to the rental or use of the Center. A sample of an appropriate Center Rental Agreement is attached.

The Center Keyholder establish rental fees for the Center and notify the Division of Parks and Recreation each year of these rates and at any time they are changed. The Center Keyholder is encouraged to provide discounted rates for non-profit or like groups.

In order to be permitted to access the Center to work with, in, at or for the Center as a youth leader (any person who is paid or volunteers to work as a leader of youth in an activity or programming that is open to the general public), each such person must first successfully clear a criminal background check. The Center Keyholder must perform a criminal background check with the Kentucky State Police on every prospective youth leader. No prospective youth leader shall be permitted access to the Center in such a capacity who has either been convicted of, plead guilty to, or has current charges pending related to any of the following crimes:

i. Any crime or offense in which the victim was a minor;
ii. Any crime or offense of a sexual nature;
iii. Any crime or offense of a violent nature; KRS 194A.380(3) states the definition of violent offender is "any person who has been convicted of or who has entered a plea of guilty to the commission of a capital offense, Class A felony, Class B felony involving the death of the victim or serious physical injury to the victim, or rape in the first degree, or sodomy in the first degree";
iv. Any crime or offense involving illegal drugs within the last five (5) years;
v. More than one offense involving alcohol or firearm within the last five (5) years.

In addition to obtaining a background check, the Center Keyholder is required to keep the following records related to youth leaders and shall make them available for inspection by LFUCG upon request: the names, home addresses, and telephone numbers of all youth leaders

as well as those whose applications are still under review, and shall submit to the Division of Parks and Recreation a signed, written statement verifying that all acting youth leaders have passed their background checks by no later than two (2) weeks before the youth-leader directed activity begins or occurs.

C. INCOME RECEIVED BY THE GROUP

The Division of Parks and Recreation recommends that the Center Keyholder hold all income received from renting the Center at a recognized bank or credit union. All proceeds generated by rental of the Center shall be used to provide maintenance or improvements to the Center, or in support of programming in the parks, which shall only be undertaken with advance written consent from the Division of Parks and Recreation. The proceeds generated may also be used to pay insurance premiums for use of the Center. The Center Keyholder must appoint or elect an officer to manage all income received from renting the Center. The Center Keyholder must file a financial report twice a year with the Division of Parks and Recreation in the form provided, and shall make its books and accounts related to the rental of the Center available to the Division of Parks and Recreation, or its designee, for inspection and audit with reasonable notice at reasonable times.

This report must include all monies received by the group from rentals of the Center, and any expenses paid for the express purpose of improving and maintaining the Center, supporting programming in the parks, or operating the Center on behalf of Parks and Recreation programs. It is the responsibility of the group to provide the Director of Parks and Recreation a completed Biannual Financial Report form on July 30 of each calendar year for the time period of January 1-June 30 and on January 30 of each calendar year for the time period of July 1 – December 30.

D. IMPROVEMENTS TO CENTER

Any and all improvements that the Association wants to make to the Center other than what would be considered routine maintenance must be presented to the Director of the Division of Parks and Recreation in writing and must contain the following information:

1. A detailed description of the improvement
2. Drawings and/or sketches as applicable
3. Exact location of improvement
4. Funding source for the improvement
5. Description of material and supplies to be used
6. Starting and completion date for the project

After the Director has reviewed the request, the Center Keyholder will be notified in writing of the Director's decision and, if approved, any additional requirements that may be imposed by the Division of Parks and Recreation. It should be fully understood that under no condition can work commence until approval has been granted. Any and all improvements made to a Center owned by the Lexington-Fayette Urban County Government becomes the property of Lexington-Fayette Urban County Government.

E. SUPPORTING PARKS PROGRAMMING

If the Center Keyholder elects to use proceeds from the rental of the Center to support programming in the parks, it must notify the Director of the Division of Parks and Recreation, in

writing before making such an expenditure, with a brief summary of the type and nature of such support. Such expense must be approved by the Director of the Division of Parks and Recreation.

F. PARKS AND RECREATION USE OF THE CENTER

The Division of Parks and Recreation shall retain the right to use the Center at its discretion. The Division of Parks and Recreation shall have the responsibility of coordinating Parks' use of the Center with the Center Keyholder's representative and shall make every effort to avoid conflict with its use. If conflict cannot be avoided, the final decision regarding use shall rest with the Division of Parks and Recreation.

G. POLITICAL ACTIVITIES

It is unlawful for any individual or group to use a Lexington-Fayette Urban County Government Center for the purpose of attempting to persuade individuals or groups to support or adhere to a particular political party or ideology. An individual or group may rent the Center and pay an agreed to fee in advance for the exclusive use of the Center for a period of time, and may, at its discretion, promote political activities at that Center.

H. MAINTENANCE OF CENTER

The Division of Parks and Recreation will, at its discretion, schedule routine maintenance at the Center on an on- going basis and does recognize that it has ultimate responsibility for the upkeep and care of the Center. It is expected and anticipated that the group will provide custodial service for any and all activities that it schedules or sanctions at the Center. Otherwise, the Center Keyholder shall notify LFUCG in writing of maintenance or repair needs to the Center immediately upon discovery of such needs. In the case of a rental at the Center the Center Keyholder shall be permitted to collect in advance, a damage and/or cleanup deposit and if necessary, use this fee to repair and/or clean the Center after said rental.

I. ACTIONS PROHIBITED DURING USE OF THE CENTER

In accordance with Sec. 14-19.4 of the LFUCG Code of Ordinances, no person shall carry a concealed deadly weapon in any building or portion of any building owned, leased, occupied or controlled by the Lexington-Fayette Urban County Government. Any person carrying a concealed deadly weapon shall be denied entrance into the Center and ordered to leave the building.

In accordance with Sec. 14-62(c)(1) of the Code of Ordinances, no person shall possess, sell, deliver or consume any alcoholic beverage in any park or park facilities except when authorized by a permit issued in writing by the Director of Park and Recreation. In accordance with Sec. 14-62(c)(20), no person shall discharge any firearm or air weapon except in designated areas within the park. Further, in accordance with Sec. 14-62(c)(21), no person shall enter or remain in any park areas at a time other than during those hours which the director has specified that the facilities are open for public use. All activities scheduled in the Center must conclude **no later than 11:00 p.m.**

In accordance with Sec. 14-103 of the Code of Ordinances, smoking is prohibited within a reasonable distance from the outside entrance of the Center so as to ensure that tobacco smoke does not enter the building through entrances, windows, ventilation systems, or other means.

With the exception of service animals, dogs and other animals are not permitted in the Center.

J. RENTAL EVENT MAINTENANCE STIPEND

LFUCG may reimburse the Neighborhood Association up to $5,000.00 annually for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and programs at the Center. Such services may include but are not limited to: building cleaning, floor maintenance, emergency contract services, deep cleaning, window cleaning, and carpet cleaning. All vendors must have a local business license and appropriate licenses/certifications when applicable.

Neighborhood Associations must fill out the Rental Event Maintenance Stipend Request Form. The maximum potential amount for reimbursement is $5,000.00 total for the fiscal year (July 1-June 30). Multiple reimbursement forms can be submitted throughout the fiscal year. All forms shall be submitted to LFUCG Parks and Recreation with necessary documents included. All invoices must be submitted by May 1 to receive funds from current fiscal year (July 1-June 30). Reimbursements will take at least 30 business days.

K. PUBLIC RISK MITIGATION ALLOWANCE

LFUCG may reimburse the Neighborhood Association up to $1,000.00 annually for the costs of required insurance policy premiums.

Neighborhood Associations must fill out the Public Risk Mitigation Request Form. The maximum potential amount for reimbursement is $1,000.00 total for the fiscal year. Fiscal year is June 30 – July 1. Multiple reimbursement forms can be submitted throughout the fiscal year. All forms shall be submitted to LFUCG Parks and Recreation with necessary documents included. All invoices must be submitted by May 1 to receive funds from current fiscal year. Reimbursements will take at least 30 business days.

EXHIBIT B

LEXINGTON

NEIGHBORHOOD PARK CENTER RENTAL AGREEMENT

_____

Neighborhood Park Center Delegation

Address: _____ Lexington, KY _____

Upon request of _____ Date _____
Name of Person applying Today

_____ _____
Address City and Zip Code Phone

Permission for use of _____Neighborhood Center to _____
Organization/Individual Name

For_____ people, from _____ am/pm to _____ am/pm SUN M TU W TH F SAT
Number Time Time

Date(s) _____ Purpose or nature of meeting/activity _____

1. No one under the age of 21 may rent the Center. The Applicant is responsible for the Center's equipment and also responsible for the group's conduct and respect for the Center.
2. Sales, or the exchanging of money, are not permitted unless authorized by the Director of Parks and Recreation.
3. Alcoholic beverages are not permitted.
4. Smoking is prohibited within a reasonable distance from the outside entrance to the Center.
5. Carrying a concealed deadly weapon in the Center or on the premises is not permitted.
6. No fighting or profanity are allowed in the Center or on the grounds. Failure to adhere to this policy may result in the revocation of rental privileges or Center use in the future.
7. Children must be supervised at all times.
8. The cost for single event rental is _____ and_____ damage deposit, payable in cash. This total is to be paid at the time the rental agreement is signed.
9. Any noise ordinance infringement will result in the loss of damage deposit and permit holder may be subject to additional fees or fines.
10. Any person renting _____ Neighborhood Center cannot, in any way, transfer their rental privilege to any other person or persons.
11. Police are subject to patrol all events.
12. All decorations must be removed immediately after the activity. Any decorations which have damaged the Center will result in loss of damage deposit and you may be subject to additional charges for repairs.

DRAFT

EXHIBIT B

13. All activities must cease and the Center vacated by 11:00 p.m., with no exceptions. The Applicant is responsible for ensuring the parking lot is clean (dispose of paper, plastic, cans, bottles, etc.). Chairs and tables must be properly stacked on the carrier. No chairs or tables may be moved outside of the building.
14. Any person or group renting the Center shall comply with all ordinances, statutes, state and federal law.
15. The Applicant shall release, absolve, indemnify, save and hold harmless the Lexington-Fayette Urban County Government, the Division of Parks and Recreation, and their agents and employees, from and against all liability, claims, and demands on account of personal injuries (including, without limitation to the foregoing, workmen's compensation and death claims) or property loss or damage of any kind whatsoever, to the permit holder or any individual(s) injured at the function for which the Center is being used, which arise out of or in any manner is connected with the performance of this contract, regardless of whether such injury, loss, or damage is caused by, or be claimed to be caused by, the negligence of the permit holder or of the Lexington-Fayette Urban County Government, the Division of Parks and Recreation, or by any of their agents or employees, the _____ Neighborhood Park Center, or by accident or otherwise.

Any person in violation of this rental agreement will not receive a refund. If any violation of this agreement is observed while the Center is being rented, the person/persons in charge will be asked to vacate the Center at once.

I/ we agree to abide by the regulations outlined above and fully understand that the refund is forfeited if any violation of this agreement occurs. NO EXCEPTIONS.

Total Charge _____ Date Paid _____ Check or Cash

Deposit Amount _____ Amount Refunded _____ Date _____

The undersigned agrees to the terms of this agreement.

_____ _____

Signature of Applicant Signature of Neighborhood Park Center Representative

DRAFT

EXHIBIT C

LEXINGTON

NEIGHBORHOOD PARK CENTER
BIANNUAL FINANCIAL REPORT

Group Name: _____
Mailing Address: _____
_____

Financial Statement for 6 months ending _____, 202_____

REVENUE

- Rentals
  - Number of Rentals: _____
  - Revenue Received: _____
  - **TOTAL REVENUE: _____**

EXPENSES (Copies of receipts should be included)

- Spent on Parks Facility/Building
  - _____ $ _____
  - _____ $ _____
  - _____ $ _____
- Spent on Park Improvements
  - _____ $ _____
  - _____ $ _____
  - _____ $ _____
- Other Expenditures (Programming at Park)
  - _____ $ _____
  - _____ $ _____

TOTAL EXPENSES: $_____

NET INCOME FOR SIX MONTHS (Income minus Expense): $ _____

CASH BALANCE ON PREVIOUS REPORT: $ _____

NET BALANCE AS OF THIS REPORT
(Net Income for six months Plus Cash Balance from last six months):
$_____

This report is submitted by me and I attest to its accuracy and completeness:

Center Keyholder Name: _____

Signature: _____ Date: _____

Please attach list of keyholders with submission of Financial Report

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

REQUEST FORM:
RENTAL EVENT MAINTENANCE REIMBURSEMENT

The purpose of this form is to allow Neighborhood Associations to apply for reimbursement by LFUCG for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and programs at the Center. Such services may include but are not limited to: building cleaning, emergency contract services, deep cleaning, window cleaning, carpet cleaning, and floor cleaning and/or maintenance at the Center. All vendors must have a local business license and appropriate licenses/certifications when applicable.

The maximum potential amount for reimbursement is $5,000 total for the fiscal year (July 1-June 30). Multiple reimbursement forms can be submitted throughout the fiscal year to cmitchell@lexingtonky.gov. Necessary documentation must be included with receipts attached. Payouts will take at least 30 days. All reimbursement requests must be submitted by May 1 to receive funds from current fiscal year (July 1-June 30).

Neighborhood Center Information:

Requesting Neighborhood Park Center: _____

Summary of Expenses:

	Date of Purchase	Payable To	Purpose of Expenditure	Item(s) Purchased	Vendor	Cost of Expenditure
1						
2						
3						
4						
5						
6						
7						
8						
9						

Expenses Total: _____

I certify that these are valid business expenses:
Reimburse/Keyholder Signature: _____
Reimburse/Keyholder Name: _____

LFUCG Parks and Recreation:
Approved by: _____ Date: _____

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

REQUEST FORM:
PUBLIC RISK MITIGATION ALLOWANCE

The purpose of this form is to allow Neighborhood Associations to apply for reimbursement by LFUCG for expenses incurred to retain insurance for purposes of rental event activities and/or allowing public access to the Center. All vendors must have a local business license and appropriate licenses/certifications when applicable.

The maximum potential amount for reimbursement is $1,000 total for the fiscal year (July 1-June 30). Multiple reimbursement forms can be submitted throughout the fiscal year to cmitchell@lexingtonky.gov. Necessary documentation must be included with receipts attached. Payouts will take at least 30 days. All reimbursement requests must be submitted by May 1 to receive funds from current fiscal year (July 1-June 30).

Neighborhood Center Information:

Requesting Neighborhood Association: _____

Summary of Expenses:

	Date of Purchase	Payable To	Purpose of Expenditure	Item(s) Purchased	Vendor	Cost of Expenditure
1						
2						
3						
4						
5						
6						
7						
8						
9						

Expenses Total: _____

I certify that these are valid business expenses:
Reimburse/Cardholder Signature: _____
Reimburse/Cardholder Name: _____

LFUCG Parks and Recreation:
Approved by: _____ Date: _____

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONCESSION AGREEMENT WITH THE ST. MARTIN'S VILLAGE NEIGHBORHOOD ASSOCIATION, FOR THE MANAGEMENT AND OPERATION OF THE WHITNEY YOUNG PARK CENTER, AT A COST ESTIMATED NOT TO EXCEED $6,000.00 IN FY2026, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Concessions Agreement, which are attached hereto and incorporated herein by reference, with the St. Martin's Village Neighborhood Association, for the management and operation of the Whitney Young Park Center, located at 1033 St. Martin's Avenue, Lexington, Ky 40511, for a term of two (2) years.

Section 2 – That an amount, estimated not to exceed $6,000.00 in FY2026, subject to sufficient funds being appropriated in future fiscal years, be and hereby is approved for payment to the St. Martin's Village Neighborhood Association, from account #1101-707606-75101.

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
0701-25:WDR:4920-7326-9340, v. 1

RESOLUTION NO. 384 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONCESSION AGREEMENT WITH THE ST. MARTIN'S VILLAGE NEIGHBORHOOD ASSOCIATION, FOR THE MANAGEMENT AND OPERATION OF THE WHITNEY YOUNG PARK CENTER, AT A COST ESTIMATED NOT TO EXCEED $6,000.00 IN FY2026, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Concessions Agreement, which are attached hereto and incorporated herein by reference, with the St. Martin's Village Neighborhood Association, for the management and operation of the Whitney Young Park Center, located at 1033 St. Martin's Avenue, Lexington, Ky 40511, for a term of two (2) years.

Section 2 – That an amount, estimated not to exceed $6,000.00 in FY2026, subject to sufficient funds being appropriated in future fiscal years, be and hereby is approved for payment to the St. Martin's Village Neighborhood Association, from account #1101-707606-75101.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

MAYOR Linda Gorton

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0701-25:WDR:4920-7326-9340, v. 1

NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT

THIS NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT (the "Agreement"), made and entered into this 21 day of August, **2025**, (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statues, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LFUCG"), and St. Martin's Village Neighborhood Association, Inc. a Kentucky nonprofit corporation, with a principal address located at 1033 St. Martin's Avenue (the "Neighborhood Association").

RECITALS

WHEREAS, LFUCG is the owner of the **Whitney Young Park Center** located at 1033 St. Martins Ave., Lexington, KY 40511 (the "Center"); and

WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

WHEREAS, the parties have agreed to enter into this Agreement regarding management and operation of the Center, based upon the guiding principles of 1) Neighborhood Engagement and Activation and 2) Shared Governance and Accountability, as further defined in Sections 5 and 6, respectively, of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **RECITALS INCORPORATED; DEFINITIONS.** The recitals above are hereby incorporated into and made part of this Agreement. In addition to the terms defined elsewhere in this Agreement, the terms set forth below shall have the following meanings for the purpose of this Agreement:

   a. **"Center Keyholder"** means the neighborhood association member and resident who serves as the primary point of contact for public access to the Neighborhood Park Center. The Center Keyholder coordinates the scheduling and reservation of rental events with the general public. The Center Keyholder also is a liaison to LFUCG Parks and Recreation for general maintenance and repairs at the Center. The Center Keyholder assists the Neighborhood Association with activity and financial reporting required to be submitted to LFUCG Parks and Recreation.

b. **"Division of Parks & Recreation"** means the administrative and operational authority for public parks, open spaces, and recreational facilities on behalf of LFUCG.

c. **"Neighborhood Association"** means a formally organized group of residents, as recognized with non-profit status through the Kentucky Secretary of State's office, who volunteer to lead in neighborhood advocacy, safety, and general public interest. The members of Neighborhood Association leadership are duly elected and / or appointed by eligible members of respective organization, independently of LFUCG regulation or oversight.

d. **"Neighborhood Park Center"** means one of the 12 single-story public facilities owned by LFUCG and located at parks throughout the Lexington-Fayette County that will be managed by the Neighborhood Association pursuant to this Agreement. The Neighborhood Park Centers are listed below:

Park Name	Street Address	Zip Code
Coolavin Park	550 W. Sixth Street	40508
Douglass Park	726 Georgetown Street	40511
Green Acres Park	1560 LaSalle Road	40511
Highlands Park	1991 Mark Avenue	40511
Lou Johnson Park	190 Prall Street	40508
Marlboro Park	1970 Benton Place	40505
ML King Park	1625 McCullough Drive	40511
Meadowthorpe Park	333 Larch Lane	40511
Oakwood Park	1050 Briarwood Drive	40511
Valley Park	2077 Cambridge Drive	40504
Whitney Young Park	1033 St. Martins Avenue	40511
Woodhill Park	457 Larkwood Drive	40509

e. **"Public Risk Mitigation Allowance"** means the monetary amount (up to $1,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for the costs of the required insurance policy premiums under this Agreement.

f. **"Rental Event Maintenance Stipend"** means the monetary amount (up to $5,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and

programs at the Center. Eligible expenses that may be reimbursed under the Rental Event Maintenance Stipend include, but are not limited to, building cleaning, emergency contract services, deep cleaning, window cleaning, and floor cleaning and/or maintenance at the Center. Reimbursement will only be considered for eligible services provided by a person or business entity that is lawfully registered or authorized to do business in the Commonwealth of Kentucky and holds a valid occupational license from the LFUCG Division of Revenue to do business in Lexington-Fayette County.

g. **"Rental Fee Income"** means the monetary amount assessed and collected by the Neighborhood Association from residents, groups, or organizations to host an event at the Center during a reserved date and time.

2. **EXHIBITS.** This Agreement consists of the provisions herein as well as the following additional documents, which are attached hereto as exhibits and incorporated by reference as if fully stated:

a. **Exhibit "A"** – Center Management Rules and Regulations
b. **Exhibit "B"** – Center Rental Agreement
c. **Exhibit "C"** – Biannual Financial Report
d. **Exhibit "D"** – Rental Event Maintenance Stipend (REMS) Form
e. **Exhibit "E"** – Public Risk Mitigation Allowance (PRMA) Form

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by the terms and provisions of Exhibit "A", "B", "C", "D", and "E" in that order.

3. **TERM OF AGREEMENT.** Subject to the termination rights set forth herein, this Agreement shall be effective for an initial term of two (2) years, beginning as of the Effective Date, and automatically renewing for a period of two (2) years. The Neighborhood Association shall have the right throughout the term of this Agreement to occupy, possess, manage, and rent the Center under the terms and conditions provided herein. LFUCG shall have the right to enter the Center at any time and for any reason. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

4. **CENTER CONCESSIONS.** LFUCG may grant the Neighborhood Association, subject to its full compliance with this Agreement, the concessions of a Rental Event Maintenance Stipend and/or a Public Risk Mitigation Allowance (the "Concession" or "Concessions"). The Rental Event Maintenance Stipend and Public Risk Mitigation Allowance may be available, annually, on a fiscal year basis, beginning September 1, 2024. The Neighborhood Association must follow all terms and conditions of this Agreement, including timely submission of Biannual Financial Reports and the required reimbursement forms, in order to request disbursement for any Concession(s). The Neighborhood Association shall have the right to retain any Rental Fee Income at the

delivery of service to the rental party and at the time such income is generated. Rental Fee Income is not required or anticipated to be remitted to LFUCG.

5. **NEIGHBORHOOD ENGAGEMENT AND ACTIVATION.**

   a. **Designation of Center Keyholder.** Subject to the terms of this Agreement, LFUCG hereby retains and delegates to the Neighborhood Association's designated Center Keyholder the performance of the duties and services hereinafter set forth, and the Center Keyholder accepts such delegated designation. The Center Keyholder agrees to comply with the Center Management Rules and Regulations established in Exhibit "A". The Neighborhood Association shall cooperate with LFUCG to perform a background check on the Center Keyholder before LFUCG will grant such person access to the Center.

   b. **Utilization and Public Access.** The Center shall be used by the Neighborhood Association for community events and shall not be used for any other purpose without the prior written consent of LFUCG. The Neighborhood Association shall comply with the Center Management Rules and Regulations in Exhibit "A" governing the use and occupancy of the building. LFUCG may amend the Center Management Rules from time to time, and a written copy of such amendments will be given to the Neighborhood Association who shall thereafter comply with the same.

   c. **Rentals.** The Center Keyholder shall rent the Center in accordance with the Center Management Rules and Regulations in Exhibit "A". The Center Keyholder shall make reasonable efforts to ensure that all groups or individuals renting the Center comply with a Center Rental Agreement, an example of which is attached as Exhibit "B"; and shall promptly notify LFUCG of any group that refuses to satisfy its obligations and duties under the terms of the Center Rental Agreement. Groups or individuals that have failed to comply with the terms of the Center Rental Agreement shall be ineligible to rent the Center for a period of one (1) year thereafter.

   d. **Taxes and Fees.** The Neighborhood Association agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. The Neighborhood Association is not responsible for any applicable real property taxes.

6. **SHARED GOVERNANCE AND ACCOUNTABILITY.**

   a. **Record Keeping and Reporting.** The Center Keyholder shall keep full, true, and accurate records of every rental and the proceeds generated therefrom, which records shall be submitted to LFUCG or made available for LFUCG's

inspection, in the Biannual Financial Report provided in Exhibit "C". The Biannual Financial Report will be for periods January 1st through June 30th, and July 1st through December 31st; and shall be delivered to LFUCG no later than 30 days immediately ending these said time periods. The Neighborhood Association shall notify LFUCG in writing of any change in its officers and/or the Center Keyholder within ten (10) calendar days of such change.

b. **Utilities and Services.** LFUCG shall be responsible for providing and paying for all utilities to the Center. The Center Keyholder shall be responsible for the routine maintenance and housekeeping of the Center. In addition to routine maintenance and housekeeping provided by the Center Keyholder and renters at the Center, the Neighborhood Association may elect to procure supplemental janitorial and housekeeping services at the Center and seek reimbursement for eligible expenses upon submission and approval of the Rental Event Maintenance Stipend Form attached as Exhibit "D". The Neighborhood Association may submit multiple Rental Event Maintenance Stipend Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for eligible expenses incurred during the current fiscal year. Reimbursement under the Rental Event Maintenance Stipend for approved expenses may take up to 30 business days.

c. **Damage to the Premises.** The Neighborhood Association shall reimburse LFUCG immediately upon demand for the cost(s) of repairing any damage caused to The Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees.

d. **Risk Management.**

    i. **Insurance.** The Neighborhood Association shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability (CGL) insurance in the amount of $2,000,000.00, as well as worker's compensation insurance, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The CGL policy shall name the Lexington-Fayette Urban County Government and Division of Parks and Recreation as additional insureds and shall be primary to any applicable insurance of LFUCG. The insurance coverages shall fully waive rights of subrogation against LFUCG. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the

Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507. The costs of the required insurance policy premiums set forth herein may be reimbursed to Neighborhood Association by LFUCG upon submission of the Public Risk Mitigation Allowance Form attached as Exhibit "E". The Neighborhood Association may submit multiple Public Risk Mitigation Allowance Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for the eligible costs incurred during the current fiscal year. Reimbursement under the Public Risk Mitigation Allowance for approved costs may take up to 30 business days.

ii. **Liability and Indemnification.** The Neighborhood Association and Center Keyholder agree to indemnify, defend, and hold harmless LFUCG and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, and actions of whatever kind or expense, including defense costs and attorney fees, that are in anyway incidental to or connected with or that arise from or that are alleged to have arisen from, directly or indirectly, in whole or in part, use of Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees. LFUCG shall not be liable for any loss or damage to persons or property of the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees located on the Center. LFUCG shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Center, pipes, appliances or plumbing works, or any other cause of any nature. Any property of the Neighborhood Association kept for storage at the Center shall be so kept or stored at the exclusive risk of the Neighborhood Association. This clause shall survive the termination of this agreement.

7. GENERAL TERMS AND CONDITIONS.

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

Notice shall be sent to LFUCG at the following:
Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street, Lexington, KY 40507

Notice shall be sent to the Neighborhood Association at the following:

1033 St. Martin's Avenue

b. **Contractual Relationship Only.** In no event shall the parties be construed, held, or become in any way for any purpose the employee of the other party in the conduct of their respective endeavors or otherwise.

c. **Sexual Harassment.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all members of the Neighborhood Association's Board of Directors, or similar body, and/or employees. The policy shall be made available to LFUCG upon request.

d. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, or any rights, in favor of any third party.

e. **Successors and Assigns.** This Agreement shall be binding on both parties and their successors and assigns. The assigning party agrees to provide written notice to the non-assigning party to this Agreement of any assignment.

f. **Compliance with Ordinances, Statutes, State and Federal Law.** The Neighborhood Association shall comply and cause its Center Keyholder, employees, officers, agents, invitees, and sub-lessees to comply with all applicable local ordinances and state and federal laws and/or regulations, as well as reasonable operational procedures and standards established by LFUCG in connection with use of the Center.

g. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. The Neighborhood Association acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor.

h. **Waiver.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

i. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises, or

agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton Date: 8/29/2025
Linda Gorton, Mayor

ATTEST:
Clerk of the Urban County Council
Deputy

"NEIGHBORHOOD ASSOCIATION"

By: Michelle K. Davis [sign] Date: July 9, 2025
Name: Michelle K. Davis [print]
Position: President

By: Enoch E. Elliott [sign] Date: JULY 9, 2025
Name: ENOCH E. ELLIOTT [print]
Position: Treasurer

By: Michelle K. Davis [sign] Date: July 9, 2025
Name: Michelle K. Davis [print]
Position: Center Keyholder

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0702-25

File ID:	0702-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	07/23/2025
File Name:	Kelley's Landing Change Order #2			**Final Action:**	08/28/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order #2 to Contract 147-2025 with Gresham Smith for an increase in the original design scope of work at Kelley's Landing, in the increased amount of $5,950 for the new contract total of $71,850. [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:

Enactment Date: 08/28/2025

Attachments: Kelleys Landing Change Order 2 Memo - Signed 2, Gresham Smith change order signed Slatin, RESO 0702-25 4906-2431-4459 v.1.docx, R-385-2025

Enactment Number: R-385-2025

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0702-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order #2 to Contract 147-2025 with Gresham Smith for an increase in the original design scope of work at Kelley's Landing, in the increased amount of $5,950 for the new contract total of $71,850. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute Change Order #2 with Gresham Smith to increase the original

design scope of work for Kelley's Landing to include the addition of a security gate and gravel Dr. from the parking lot to boat ramp to allow emergency service access to the boat ramp. The increased amount is $5,950.00, bringing the new Contract total to $71,850.000. Funds are Budgeted. (L0702-25)(Conrad/Ford)

Budgetary Implications [select]: Yes
Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes
Account Number: KELLEYPROP_2023/CONSTRUCT_CAP 1105-707602-7221-90319-794-2023

This Fiscal Year Impact: $5,950
Annual Impact: No
Project:
Activity:
Budget Reference:
Current Balance:

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

TO: Todd Slatin
Director of Procurement

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

DATE: 7/23/2025

SUBJECT: Kelley's Landing Change Order #2

Request

Authorization to execute change order #2 with Gresham Smith to increase the original design scope of work for Kelley's Landing. The increased amount is $5,950.00, bringing the new contract total to $71,850.000

Why are you requesting?

This change order is to fund design and complete construction drawings to include the addition of a security gate and gravel drive from the parking lot to boat ramp to allow emergency service access to the boat ramp.

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

The cost for this FY is: $5,950.00
The cost for future FY is: $0.00

The funds are budgeted in:

KELLEYPROP_2023/CONSTRUCT_CAP 1105-707602-7221-90319-794-2023

File Number: 0702-25

Director/Commissioner: Conrad/Ford

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1	Date:	July 14, 2025	
	Project:	Kelleys Landing Phase 0	
	Location:	8949 Old Richmond Road Kelleys Landing	
To (Contractor):	Contract No.	147-2025	
Gresham Smith	Original Contract Amt.	$38,000.00	
100 West Main Street	Cumulative Amount of Previous Change Orders	$27,900.00	
Lexington, KY 40507	Percent Change - Previous Change Orders		73.42%
	Total Contract Amount Prior to this Change Order	$65,900.00	
	Change Order No.	2	

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

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Prepare construction documents to include a		$5,950.00	
	second security access gate and a gravel drive			
	from parking lot to boat ramp.			
	See Attached Sheet			
	Total decrease	$0.00		
	Total increase		$5,950.00	
	Net Amount of this Change Order	$5,950.00		
	New Contract Amount Including this Change Order	$71,850.00		
	Percent Change - This Change Order			15.66%
	Percent Change - All Change Orders			89.08%

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

Recommended by: Jeffrey Valley (Proj. Mngr.) Date: 07/14/2025

Accepted by: Erin Maddox (Contractor) Date: 7.14.25

Approved by: (Director) Date: 7/15/25

Approved by: Todd Slatin (Director - Procurement) Date: 7-15-2025

Approved by: (Commissioner) Date: 7/15/25

Approved by (Mayor or CAO) Date:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER Page 2	DATE:	July 14, 2025
	Change Order #:	2
	CONTRACT #:	147-2025

Project: Kelleys Landing Phase 0

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

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
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						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER Page 2	DATE:	July 14, 2025
	Change Order #:	2
	CONTRACT #:	147-2025

Project: Kelleys Landing Phase 0

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

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
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						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER Page 2	DATE:	July 14, 2025
	Change Order #:	2
	CONTRACT #:	147-2025

Project: Kelleys Landing Phase 0

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

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
Total decrease						$ -	
Total increase							$ -
Net (increase) in contract price							$ -

JUSTIFICATION FOR CHANGE		
	PROJECT:	Kelleys Landing Phase 0
	CONTRACT NO.	147-2025
	CHANGE ORDER:	2

1. Necessity for change: Design change to add a gravel drive from temporary parking lot to the boat ramp for use by the Fire Department water rescue team and addition of second security gate to control vehicular access into park.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X_No
If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X___No

If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: None

8. Effect on contract completion date: None

Mayor _____ Date _____

CONTRACT HISTORY FORM

Project Name: Kelleys Landing Phase 0

Contractor: Gresham Smith

Contract Number and Date: LF00207797

Responsible LFUCG Division: Parks & Recreation

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount: $ 38,000.00
Next Lowest Bid Amount:

B. Amount of Selected Alternate or Phase: $ 0.00

C. Cumulative Amount of All Previous Alternates or Phases: $ 0.00

D. Amended Contract Amount: $

E. Cumulative Amount of All Previous Change Orders: $ 27,900.00 (Line E / Line D)

F. Amount of This Change Order: $ 5,950.00 (Line F / Line D)

G. Total Contract Amount: $ 71,850.00

SIGNATURES

Project Manager: Jeffrey Valley Date: 07/14/2025

Reviewed by: Date: 7/15/25

Division Director: Date: 7/15/25

Gresham Smith

June 25, 2025

EXHIBIT A

Michelle Kosieniak
Superintendent of Planning and Design, Lexington Parks & Recreation
469 Parkway Drive
Lexington, KY 40504

Subject: **Kelley's Landing Park**
Design Services for Phase 0 Fire Drive
Lexington, KY

Dear Mrs. Kosieniak:

Gresham Smith looks forward to continuing our collaborations with Lexington Parks & Recreation (Client) in building upon the Phase 0 construction documents and permit plans by adding the requested drive for fire access and second gate. The larger project area for Kelley's Landing Park is shown in Exhibit B.

Scope of Work:
Additional Scope: Drive for Fire Access to Ramp and Second Gate

Based on previous discussions and communications, Gresham Smith will prepare and deliver a set of construction documents for limited entrance plans that include the following in addition to our previous scope;

- Gravel drive from temporary parking lot to the ramp for use by the Fire Department water rescue team. The proposed driveway extent and finish will match previous drive in order to simplify permitting. The plan will accommodate an F350 truck pulling a trailer.
- Add second gate at the connection of the access drive to the parking lot to control access beyond the parking lot.

These additional features will be developed and incorporated into the set of construction documents currently under development. The plans will be used for permit applications The client may use the documents to acquire bids from contractors for construction. Written specifications will not be provided but rather any specifications will be noted on plans.

Assumptions:

- Scope of work does not include structural engineering or environmental permitting coordination beyond what has been identified.
- Work will not require a no-rise certification for KDOW compliance through their general permit.
- Pavement sections are not based on geotechnical design information. The larger park installation will require a geotechnical investigation and report.
- Owner will be responsible for any permit fees.

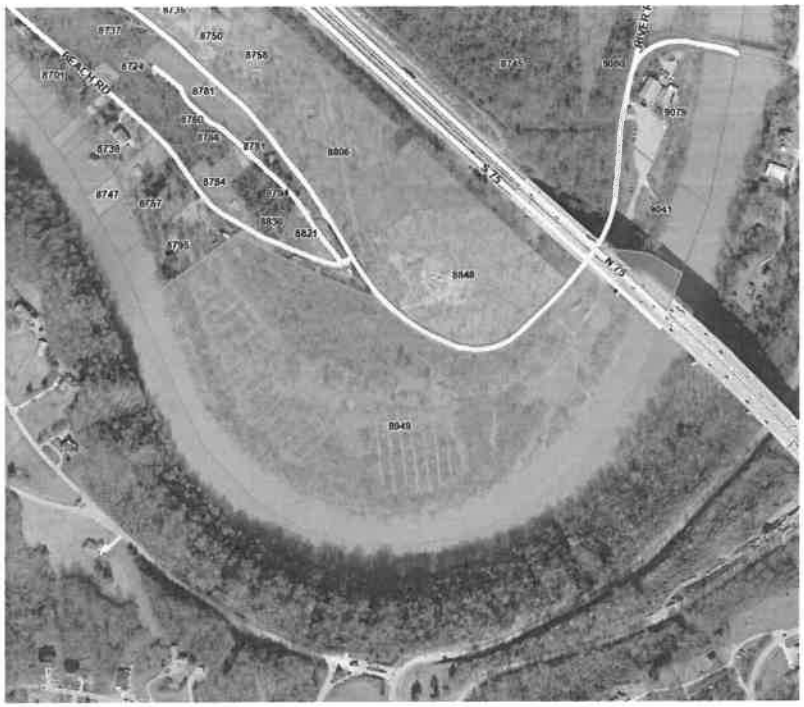
Compensation:
For services as described herein, the Client agrees to pay Gresham Smith as follows:
Additional Scope a Lump Sum fee of $5,950

Schedule:
Additional Scope: 3 weeks from NTP, concurrent with current phase

Sincerely,
Gresham Smith

Erin Masterson
Project Manager

EXHIBIT B
Project Extents – 8949 Old Richmond Road



LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

TO: Todd Slatin
Director of Procurement

FROM: _____
Monica Conrad, Director, Division of Parks and Recreation

DATE: 7/15/2025

SUBJECT: Kelley's Landing Change Order #2

Request
Authorization to execute change order #2 with Gresham Smith to increase the original design scope of work. The increased amount is $5,950.00, bringing the new contract total to $71,850.000

Why are you requesting?
This change order is to fund design and complete construction drawings to include the addition of a security gate and gravel drive from the parking lot to boat ramp to allow emergency service access to the boat ramp.

What is the cost in this budget year and future budget years?
The cost for this FY is: $5,950.00
The cost for future FY is: $0.00

The funds are budgeted in:

KELLEYPROP_2023/CONSTRUCT_CAP 1105-707602-7221-90319-794-2023

Cc: Project File

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER #2 TO CONTRACT 147-2025 WITH GRESHAM SMITH FOR AN INCREASE IN THE ORIGINAL DESIGN SCOPE OF WORK AT KELLEY'S LANDING, IN THE INCREASED AMOUNT OF $5,950.00 FOR THE NEW CONTRACT TOTAL OF $71,850.00.

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 Change Order #2, which is attached hereto and incorporated herein by reference, to Contract 147-2025 with Gresham Smith for an increase in the original design scope of work Kelley's Landing, 8949 Old Richmond Road, to include the addition of a security gate and gravel drive from the parking lot to boat ramp to allow emergency service access to the boat ramp, in the increased amount of $5,950.00 for the new contract total of $71,850.00.

Section 2 – That an amount, not to exceed $5,950.00, be and hereby is approved for payment to Gresham Smith, from account # 1105-707602-90319, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0702-25:WDR:4906-2431-4459, v. 1

RESOLUTION NO. 385 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER #2 TO CONTRACT 147-2025 WITH GRESHAM SMITH FOR AN INCREASE IN THE ORIGINAL DESIGN SCOPE OF WORK AT KELLEY'S LANDING, IN THE INCREASED AMOUNT OF $5,950.00 FOR THE NEW CONTRACT TOTAL OF $71,850.00.

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 Change Order #2, which is attached hereto and incorporated herein by reference, to Contract 147-2025 with Gresham Smith for an increase in the original design scope of work Kelley's Landing, 8949 Old Richmond Road, to include the addition of a security gate and gravel drive from the parking lot to boat ramp to allow emergency service access to the boat ramp, in the increased amount of $5,950.00 for the new contract total of $71,850.00.

Section 2 – That an amount, not to exceed $5,950.00, be and hereby is approved for payment to Gresham Smith, from account # 1105-707602-90319, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0702-25:WDR:4906-2431-4459, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0703-25

File ID:	0703-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	226-2025	**In Control:**	Urban County Council
				File Created:	07/23/2025
File Name:	Statewide Mutual Aid Agreement			**Final Action:**	08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Mutual Aid Agreement with the Commonwealth of Ky., at no cost to the Urban County Government. [Div. of Emergency Management, Larkin]

Notes: SAF in the CCO. REturned to Dir. Larkin via scan 8/29/2025. MS

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Blue Sheet Memo_ State Mutual Aid Agreement_2025, MOU Resolution 2025, Statewide Mutual Aid Agreement Final 7-8-25, RESO 0703-25 Mutual Aid Agreement with KY 4908-6868-2334 v.1.doc, R-386-2025, Contract #226-2025	**Enactment Number:**	R-386-2025
Deed #:		**Hearing Date:**	
Drafter:	Dale Meade	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0703-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Mutual Aid Agreement with the Commonwealth of Ky., at no cost to the Urban County Government. [Div. of Emergency Management, Larkin]

Summary

Authorization to enter into a Mutual Aid Agreement with the Commonwealth of Kentucky whereby LFUCG can request, receive or provide emergency resources in response to

incidents that overwhelm local available resources. The Agreement is for an initial period of one (1) year with automatic annual renewals unless terminated. No Budgetary impact. (L0703-25) (Larkin/Armstrong)

Budgetary Implications [select]: NO - no Budgetary implications

Advance Document Review:

Law: Yes, Completed by Michael Sanner on July 18, 2025.

Risk Management: No

Fully Budgeted [select]: Yes/No/Partial N/A - no Budgetary implications

Account Number: N/A

This Fiscal Year Impact: $0.00

Annual Impact: $0.00

Project: N/A

Activity: N/A

Budget Reference: N/A

Current Balance: N/A

MAYOR LINDA GORTON

LEXINGTON

ROBERT LARKIN
DIRECTOR
EMERGENCY MANAGEMENT

To: Mayor Linda Gorton
Urban County Council

From: Robert Larkin, Director
Division of Emergency Management

Date: July 23, 2025

Subject: Mutual Aid Agreement with the Commonwealth of Kentucky

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Request: Council authorization and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to enter into a Mutual Aid Agreement with the Commonwealth of Kentucky.

This Agreement is for an initial period of one (1) year with automatic annual renewals, unless terminated upon at least sixty (60) days written notice.

Purpose of Request: To establish a formal mutual aid agreement with the Commonwealth of Kentucky whereby LFUCG can request, receive or provide emergency resources in response to incidents that overwhelm local available resources and authorize the Mayor to enter into a Mutual Aid Agreement with the Commonwealth of Kentucky.

What is the cost in this budget year and future budget years? There is no budgetary impact in the current budget year or future budget years.

Are the funds budgeted? N/A – no budgetary impact.

Law Review: Yes – Completed by Michael Sanner

Risk Management: N/A

File Number:

Director/Commissioner: Larkin/Armstrong

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE A MUTUAL AID AGREEMENT WITH THE COMMONWEALTH OF KENTUCKY, TO ESTABLISH GUIDELINES FOR PROVIDING MUTUAL AID DURING AN EMERGENCY.

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 mutual aid agreement, which is attached hereto and incorporated herein by reference, with the Commonwealth of Kentucky to establish guidelines for providing mutual aid during an emergency.

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
0367-23:ANB:X:\Cases\FIRE\23-LE0001\LEG\00780392.DOC

STATEWIDE
EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

This Agreement is between each local entity in the Commonwealth of Kentucky that officially approves and adopts the Agreement and thereby becomes a party to the Agreement. Each party agrees to execute the Agreement and provide mutual aid and assistance to other parties under the terms and conditions contained herein.

WHEREAS, the Commonwealth of Kentucky is geographically vulnerable to a variety of emergencies and disasters; and

WHEREAS, the local entities located in the Commonwealth of Kentucky recognize the importance of having each local entity respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster; and

WHEREAS, each local entity in Kentucky is encouraged to become a party to this Agreement to ensure the statewide availability of mutual aid and assistance to disaster or emergency impacted communities as quickly, efficiently, and effectively as possible; and

WHEREAS, pursuant to KRS 65.210, et seq, a local entity entering into a mutual aid and assistance agreement may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, each local entity that has chosen to become a party to this agreement wishes to provide mutual aid and assistance to other parties in time of emergency or disaster;

NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" means the Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" means supplies, equipment, facilities, personnel, services, and other resources.

"Authorized representative" means the employee of a party who has been authorized in writing by that party, or their designee, to request, offer, or otherwise provide aid and assistance under the terms of this Agreement.

"Disaster" means any incident or situation declared as such by executive order of the President of the United States pursuant to federal law, the Governor of the Commonwealth of Kentucky, the executive authority of local government, or executive authority of local emergency management, as a result of an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or man-made emergency situation, including incidents caused by accident, military or paramilitary cause.

“Emergency” means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment.

“Local emergency declaration” means the legal written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred or is imminent.

“Local emergency management agency” means the organizational unit of the executive branch of a city, or cities acting jointly, county, urban-county, or charter county government, or counties acting jointly, created

pursuant to Kentucky Revised Statutes Chapter 39B, with primary jurisdiction, responsibility, and authority for emergency management program activities within the geographical boundaries of a party.

"Local entity" means a county, urban-county, charter-county, city, or other general or special purpose unit of government created under Kentucky law with the express power and authority to enter into and execute a contract.

"Party" means a local entity that has officially approved and adopted this Agreement by resolution of its governing body.

"Provider" means a party that furnishes, or is requested to furnish, aid and assistance to a recipient pursuant to this Agreement.

"Recipient" means a party that requests or receives aid and assistance from a provider pursuant to this Agreement.

SECTION II. INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES—AGREEMENT ADMINISTRATOR

A. As this Agreement is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when a party is requested to provide aid and assistance, it may in good faith deem itself unavailable to be a provider when the resources being requested are necessary to provide reasonable and adequate protection for its own citizens. A party unable to honor a request for aid and assistance will so inform the party initiating a request.

   Given the finite resources of any party and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other local entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Likewise, the parties fully recognize that there is ample public purpose for entering into this Agreement and accordingly shall attempt to render assistance in accordance with the terms of the Agreement to the fullest extent possible.

   All functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable.

B. Kentucky Emergency Management shall serve as the Agreement Administrator. Kentucky Emergency Management shall not be a party to this Agreement or be liable for any actions taken by any party to this Agreement.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within a recipient's disaster or emergency impacted area are deemed inadequate by a recipient. In these instances, a recipient may request mutual aid and assistance by communicating a request to a provider, indicating the request is made pursuant to this mutual aid agreement and include the Kentucky Emergency Management incident number on any request. If the KYEM incident number is unknown, the requester shall provide the incident number as soon after as practicable. A request shall be followed as soon as practicable by a written

confirmation of the request, including a copy of a local emergency declaration and a statement or completed form describing the specific aid and assistance needed. Providers that self-deploy to an emergency must immediately contact the recipient's executive authority or authorized representative to receive an assignment. All requests for mutual aid and assistance shall be transmitted by a recipient's authorized representative or local emergency management agency as set forth below. A list of authorized representatives for each party shall be attached to the officially approved and adopted copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: A recipient shall initiate a request as follows:

1. REQUESTS ROUTED THROUGH A RECIPIENT'S LOCAL EMERGENCY MANAGEMENT AGENCY: A recipient may directly contact the local emergency management agency that serves the recipient's geographical area of operation and provide the information referenced in paragraph B of Section III. The local emergency management agency shall notify the area emergency manager and contact provider parties on behalf of a recipient to coordinate the provision of mutual aid and assistance.

2. REQUESTS MADE DIRECTLY TO A PROVIDER: A recipient may directly contact a provider's authorized representative, setting forth the information referenced in paragraph B of Section III. All communications shall be conducted directly between a recipient and provider. A provider and a recipient using this option shall be responsible for keeping their respective local emergency management agencies advised of the status of response activities, in a timely manner. Nothing in this Agreement shall restrict a recipient's ability to provide documentation of requests after the emergency has occurred.

B. REQUIRED INFORMATION: Each request for aid and assistance shall be accompanied by the following information, in writing or by other available means, to the extent known:

1. Impacted Area and Status: A general description summarizing the condition of the community (i.e., whether the disaster or emergency is imminent, in progress, or has already occurred) and of the damage sustained to date;

2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;

3. Infrastructure Systems: Identification of the type(s) of the public infrastructure system for which assistance is needed and the type of work assistance needed;

4. Aid and Assistance: The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;

5. Provider's Traveling Employee Needs: Unless otherwise agreed upon by the parties, it is mutually understood that a provider will provide for the basic needs of provider's traveling employees Traveling employee salaries and benefits will be paid by the provider. The recipient shall assist the provider in obtaining any federal or state reimbursement for traveling employee salaries, benefits, or other expenses incurred, if applicable.

6. Facilities: The need for sites, structures, or buildings outside a recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

7. Meeting Time and Place: An estimated time and a specific place for a representative of a recipient to meet the personnel and resources of any provider.

C. STATE AND FEDERAL ASSISTANCE: A recipient shall be responsible for coordinating all requests for state or federal assistance with the local emergency management agency with jurisdiction if applicable.

D. List of Authorized Representatives: The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be authorized representative.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by a recipient or a local emergency management agency regarding a request for aid and assistance, a provider's authorized representative shall assess the provider's own local situation to determine the availability of personnel, equipment, and other resources. If a provider's authorized representative determines that the provider has available resources, a provider's authorized representative shall so notify the recipient or the local emergency management agency (whichever communicated the request). A provider shall submit a written acknowledgment of a request for aid and assistance received from a recipient or a local emergency management agency. The written acknowledgement must indicate a provider's decision to either render aid and assistance or to reject a request and shall be transmitted by the most efficient and practical means to a recipient or a local emergency management agency. A provider's acknowledgment shall contain the following information:

a. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;

b. The projected length of time such personnel, equipment, and other resources will be available to serve a recipient particularly if the period is projected to be shorter that one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this Agreement);

c. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the recipient; and

d. The name of the person(s) to be designated as the provider's supervisory personnel (pursuant to the "Supervision and Control" section (Section V) of this Agreement).

When a provider submits a written acknowledgement to a local emergency management agency, the local emergency management agency shall notify a recipient's authorized representative and forward the information received from a provider. A recipient or a local emergency management agency shall respond to a provider's written acknowledgment by executing and returning a copy of the request form to a provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

A provider shall designate supervisory personnel among its employees sent to render aid and assistance to a recipient. As soon as practical, a recipient shall assign work tasks to a provider's supervisory personnel and, unless specifically instructed otherwise, a recipient shall have the responsibility for coordinating communications between a provider's supervisory personnel and a recipient. A recipient shall provide necessary credentials to a provider's personnel authorizing them to operate on behalf of a recipient.

Provider's supervisory personnel shall consider the medical direction and scope of practice in assignments. Provider's personnel shall provide care under the procedures and protocols in effect from their agency and shall not provide care outside the agency's scope of practice as established by the Kentucky board of EMS. Disputes arising over the delivery of direct patient care will be decided by on-line medical control.

Based upon the assignments set forth by a recipient, a provider's supervisory personnel shall:

a. Have the authority to assign work and establish work schedules for a provider's personnel. Further, have direct supervision and control of a provider's personnel, equipment and other resources which shall, at all times, remain with a provider's supervisory personnel. A provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, a provider shall notify a recipient accordingly. It is expressly understood that this may involve a recipient providing radio frequencies to a provider while a provider is assisting a recipient;

b. Maintain daily personnel time records, material records and a log of equipment hours; and;

c. Report work progress to a recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; REVIEWABILITY; RECALL

The duration of a provider's assistance shall be for the period agreed upon by the authorized representatives of a provider and a recipient.

As noted in Section II of this Agreement, a provider's personnel, equipment and other resources shall remain subject to recall by a provider to provide for its own citizens if circumstances so warrant. A provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to a recipient of its (provider's) intent to terminate a mission, unless such notice is not practicable. In such a case, as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that a recipient shall pay to a provider reasonable and documented expenses incurred by a provider for extending assistance to a recipient. Such reimbursements shall commence 12 hours after the provider support is on scene and the recipient has signed a local emergency declaration. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a recipient and a provider. A recipient shall be ultimately responsible for reimbursement of all eligible reasonable and documented expenses if subject to 44 C.F.R. Part 206.

A. Personnel – During the period of assistance, a provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. A provider shall pay for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance unless otherwise agreed upon, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, a recipient shall not be responsible for reimbursing any amounts paid or due as benefits to a provider's personnel under the terms of the Kentucky Worker's Compensation Law.

B. Equipment – A provider shall be responsible for any equipment provided during the period of assistance, unless otherwise agreed upon. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44C.F.R. 206.228. A provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to

maintain such equipment in safe and operational condition. At the request of a provider, fuels, miscellaneous supplies, and minor repairs may be provided by a recipient, if practical. The total equipment charges to a recipient shall be reduced by the total value of the fuels, supplies and repairs furnished by a recipient and by the amount of any insurance proceeds received by a provider.

C. Materials and Supplies – A provider shall be responsible for all materials and supplies furnished by it and used or damaged during the period of assistance, unless otherwise agreed upon. The measure of any reimbursement the provider shall receive shall be determined in accordance with 44 C.F.R. 206.228.

D. Record Keeping – A recipient or its representative local emergency management agency, personnel shall provide information, directions, and assistance for record keeping to a provider's personnel. A provider shall maintain patient care report records for patients treated by the agency's personnel, when applicable. The provider agrees to share incident and patient information that may be necessary to mitigate the incident, as authorized by state and federal law. A provider shall maintain records and submit invoices for reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) Circulars.

E. Payment; Other Miscellaneous Matters as to Reimbursement – A provider shall forward an itemized statement of reimbursable costs and expenses to the recipient as soon as practicable after the costs and expenses are incurred, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. EMS services providers may bill the patient or the patient's third-party carrier, as appropriate, at the provider's prevailing rate for supplies, equipment, transport, and other applicable services in accordance with the assisting agency's patient billing practices.

SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever a provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of a provider.

SECTION IX. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY.

Each party (as indemnitor) agrees to protect, defend, indemnify and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of actions of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle respond to, provide defense for and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that each party purchases insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION X. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION; PROPERTY

This Agreement shall be approved and adopted by the governing body of a party and the signed by the party's chief executive officer. There shall be no jointly held property under the provisions of this Agreement. This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year, unless terminated by written notification as provided above. A party may withdraw from this Agreement with at least 60 days notice. Once a withdrawal is effective, a withdrawn entity shall no longer be a party to this Agreement, but this Agreement shall continue to be in force among the remaining parties.

There shall be no jointly held property under the provisions of this Agreement.

SECTION XI. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this Agreement.

SECTION XII. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph or other part of this Agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XIII. EFFECTIVE DATE, APPROVAL AND ADOPTION

This Agreement shall take effect upon approval and adoption of the following resolution by the entity seeking to become a party to the Agreement:

RESOLUTION

BE IT RESOLVED BY Lexington Fayette Urban County Government (Governing Body) OF Lexington / Fayette Co. (City or County)

that the Statewide Emergency Management Mutual Aid and Assistance Agreement is hereby approved and adopted, and

THAT Linda Gorton (Name of Primary Representative), Mayor (Official Title)

AND Kenneth Armstrong (Name of Alternate Representative), Commissioner of Public Safety (Official Title)

are hereby authorized to execute the agreement and to request, offer, or otherwise provide aid and assistance under the terms of the agreement for, and on behalf of, Lexington / Fayette Co. (Name of City, County, or Entity),
a public entity established under the laws of the Commonwealth of Kentucky and for the purpose of entering into the agreement and thereby become a party to the Emergency Management Mutual Aid and Assistance Agreement.

Passed and approved this __ day of _____, 20__.

Motion by: _____
Name & Title

Second by: _____
Name & Title

CERTIFICATION

I, _____, duty appointed _____ (Title)

of _____ (City, County, or Other Entity), do hereby certify that the above is a true and correct copy of the

resolution passed and approved by the _____ (City, County, or Other Entity) of _____

on the ___day of _____, 20__.

_____ (Signature) _____ (Date)

STATEWIDE
EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

Part II. List of Authorized Representatives to Contact for Emergency Assistance

For Lexington Fayette Urban County Government
(Political Subdivision)

PRIMARY REPRESENTATIVE:

Name: Linda Gorton Title: Mayor

Address: 200 East Main Street City: Lexington State: KY

Zip Code: 40507 Phone: 859-258-3100 FAX: 859-258-3194

Pager: N/A E-Mail: mayor@lexingtonky.gov

Cell Phone: 859-492-1745

ALTERNATE REPRESENTATIVE:

Name: Kenneth Armstrong Title: Commissioner of Public Safety

Address: 200 East Main Street City: Lexington State: KY

Zip Code: 40507 Phone: 859-258-3280 FAX: 859-258-3103

Pager: N/A E-Mail: karmstrong@lexingtonky.gov

Cell Phone: 859-576-3725

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MUTUAL AID AGREEMENT WITH THE COMMONWEALTH OF KENTUCKY, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Mutual Aid Agreement with the Commonwealth of Kentucky so that LFUCG can request, receive, or provide emergency resources in response to incidents that overwhelm local available resources.

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
0703-25:GET: 4908-6868-2334, v. 1

RESOLUTION NO. 386 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MUTUAL AID AGREEMENT WITH THE COMMONWEALTH OF KENTUCKY, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Mutual Aid Agreement with the Commonwealth of Kentucky so that LFUCG can request, receive, or provide emergency resources in response to incidents that overwhelm local available resources.

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

PASSED URBAN COUNTY COUNCIL: August 28,2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0703-25:GET: 4908-6868-2334, v. 1

STATEWIDE
EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

This Agreement is between each local entity in the Commonwealth of Kentucky that officially approves and adopts the Agreement and thereby becomes a party to the Agreement. Each party agrees to execute the Agreement and provide mutual aid and assistance to other parties under the terms and conditions contained herein.

WHEREAS, the Commonwealth of Kentucky is geographically vulnerable to a variety of emergencies and disasters; and

WHEREAS, the local entities located in the Commonwealth of Kentucky recognize the importance of having each local entity respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster; and

WHEREAS, each local entity in Kentucky is encouraged to become a party to this Agreement to ensure the statewide availability of mutual aid and assistance to disaster or emergency impacted communities as quickly, efficiently, and effectively as possible; and

WHEREAS, pursuant to KRS 65.210, et seq, a local entity entering into a mutual aid and assistance agreement may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, each local entity that has chosen to become a party to this agreement wishes to provide mutual aid and assistance to other parties in time of emergency or disaster;

NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" means the Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" means supplies, equipment, facilities, personnel, services, and other resources.

"Authorized representative" means the employee of a party who has been authorized in writing by that party, or their designee, to request, offer, or otherwise provide aid and assistance under the terms of this Agreement.

"Disaster" means any incident or situation declared as such by executive order of the President of the United States pursuant to federal law, the Governor of the Commonwealth of Kentucky, the executive authority of local government, or executive authority of local emergency management, as a result of an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or man-made emergency situation, including incidents caused by accident, military or paramilitary cause.

"Emergency" means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment.

"Local emergency declaration" means the legal written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred or is imminent.

"Local emergency management agency" means the organizational unit of the executive branch of a city, or cities acting jointly, county, urban-county, or charter county government, or counties acting jointly, created

confirmation of the request, including a copy of a local emergency declaration and a statement or completed form describing the specific aid and assistance needed. Providers that self-deploy to an emergency must immediately contact the recipient's executive authority or authorized representative to receive an assignment. All requests for mutual aid and assistance shall be transmitted by a recipient's authorized representative or local emergency management agency as set forth below. A list of authorized representatives for each party shall be attached to the officially approved and adopted copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: A recipient shall initiate a request as follows:

1. REQUESTS ROUTED THROUGH A RECIPIENT'S LOCAL EMERGENCY MANAGEMENT AGENCY: A recipient may directly contact the local emergency management agency that serves the recipient's geographical area of operation and provide the information referenced in paragraph B of Section III. The local emergency management agency shall notify the area emergency manager and contact provider parties on behalf of a recipient to coordinate the provision of mutual aid and assistance.

2. REQUESTS MADE DIRECTLY TO A PROVIDER: A recipient may directly contact a provider's authorized representative, setting forth the information referenced in paragraph B of Section III. All communications shall be conducted directly between a recipient and provider. A provider and a recipient using this option shall be responsible for keeping their respective local emergency management agencies advised of the status of response activities, in a timely manner. Nothing in this Agreement shall restrict a recipient's ability to provide documentation of requests after the emergency has occurred.

B. REQUIRED INFORMATION: Each request for aid and assistance shall be accompanied by the following information, in writing or by other available means, to the extent known:

1. Impacted Area and Status: A general description summarizing the condition of the community (i.e., whether the disaster or emergency is imminent, in progress, or has already occurred) and of the damage sustained to date;

2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;

3. Infrastructure Systems: Identification of the type(s) of the public infrastructure system for which assistance is needed and the type of work assistance needed;

4. Aid and Assistance: The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;

5. Provider's Traveling Employee Needs: Unless otherwise agreed upon by the parties, it is mutually understood that a provider will provide for the basic needs of provider's traveling employees Traveling employee salaries and benefits will be paid by the provider. The recipient shall assist the provider in obtaining any federal or state reimbursement for traveling employee salaries, benefits, or other expenses incurred, if applicable.

6. Facilities: The need for sites, structures, or buildings outside a recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

Provider's supervisory personnel shall consider the medical direction and scope of practice in assignments. Provider's personnel shall provide care under the procedures and protocols in effect from their agency and shall not provide care outside the agency's scope of practice as established by the Kentucky board of EMS. Disputes arising over the delivery of direct patient care will be decided by on-line medical control.

Based upon the assignments set forth by a recipient, a provider's supervisory personnel shall:

a. Have the authority to assign work and establish work schedules for a provider's personnel. Further, have direct supervision and control of a provider's personnel, equipment and other resources which shall, at all times, remain with a provider's supervisory personnel. A provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, a provider shall notify a recipient accordingly. It is expressly understood that this may involve a recipient providing radio frequencies to a provider while a provider is assisting a recipient;

b. Maintain daily personnel time records, material records and a log of equipment hours; and;

c. Report work progress to a recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; REVIEWABILITY; RECALL

The duration of a provider's assistance shall be for the period agreed upon by the authorized representatives of a provider and a recipient.

As noted in Section II of this Agreement, a provider's personnel, equipment and other resources shall remain subject to recall by a provider to provide for its own citizens if circumstances so warrant. A provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to a recipient of its (provider's) intent to terminate a mission, unless such notice is not practicable. In such a case, as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that a recipient shall pay to a provider reasonable and documented expenses incurred by a provider for extending assistance to a recipient. Such reimbursements shall commence 12 hours after the provider support is on scene and the recipient has signed a local emergency declaration. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a recipient and a provider. A recipient shall be ultimately responsible for reimbursement of all eligible reasonable and documented expenses if subject to 44 C.F.R. Part 206.

A. Personnel – During the period of assistance, a provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. A provider shall pay for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance unless otherwise agreed upon, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, a recipient shall not be responsible for reimbursing any amounts paid or due as benefits to a provider's personnel under the terms of the Kentucky Worker's Compensation Law.

B. Equipment – A provider shall be responsible for any equipment provided during the period of assistance, unless otherwise agreed upon. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44C.F.R. 206.228. A provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to

SECTION X. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION; PROPERTY

This Agreement shall be approved and adopted by the governing body of a party and the signed by the party's chief executive officer. There shall be no jointly held property under the provisions of this Agreement. This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year, unless terminated by written notification as provided above. A party may withdraw from this Agreement with at least 60 days notice. Once a withdrawal is effective, a withdrawn entity shall no longer be a party to this Agreement, but this Agreement shall continue to be in force among the remaining parties.

There shall be no jointly held property under the provisions of this Agreement.

SECTION XI. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this Agreement.

SECTION XII. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph or other part of this Agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XIII. EFFECTIVE DATE, APPROVAL AND ADOPTION

This Agreement shall take effect upon approval and adoption of the following resolution by the entity seeking to become a party to the Agreement:

STATEWIDE
EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

Part II. List of Authorized Representatives to Contact for Emergency Assistance

For Lexington - Fayette. County
(Political Subdivision)

PRIMARY REPRESENTATIVE:

Name: Robert Larkin Title: Director, Emergency Management

Address: 115 Cisco Rd City: Lexington State: KY

Zip Code: 40504 Phone: 859. 280. 8060 FAX: 859. 280. 8042

Pager: 859. 621. 0438 E-Mail: larkinr @ lexingtonky. gov

Cell Phone: 859. 699-1129

ALTERNATE REPRESENTATIVE:

Name: Jason Wells Title: Fire Chief

Address: 219 E Third St City: Lexington State: KY

Zip Code: 40508 Phone: 859.231.5600 FAX:

Pager: 859. 281. 6136 E-Mail: wellsjg @ lexingtonKy. gov

Cell Phone: 859. 619. 7378

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0704-25

File ID: 0704-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 073-2025 **In Control:** Urban County Council

File Created: 07/24/2025

File Name: Change Order #01 - BMI Builds LLC CO #01 - #073-2025 **Final Action:** 08/14/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with BMI Builds, LLC, for the LFD Community Paramedicine Renovation Project, increasing the contract price by the sum of $21,250, from $186,888 to $208,138, and no change in the construction contract time. [Div. of Facilities and Fleet Management, Baradaran]

Notes: RIO. 8/5/2025. MS

Change order SAF in the CCO. Scanned back to Josh Ives 8/15/2025. MS

Sponsors: **Enactment Date:** 08/14/2025

Attachments: Memorandum - BMI Builds LLC - CO1-Paramedicine 073-2025, Change Order Contract Details Form-CO1-Paramedicine, Justification-for-Change, Documentation-CO#1-Paramedicine, RESO 0704-25 4932-5003-3756 v.1.docx, R-367-2025, Contract #073-2025 **Enactment Number:** R-367-2025

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	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/14/2025		
1	Urban County Council	08/14/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	08/14/2025	Approved				Pass

Text of Legislative File 0704-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with BMI Builds, LLC, for the LFD Community Paramedicine Renovation Project, increasing the contract price by the sum of $21,250, from $186,888 to $208,138, and no change in the construction contract time. [Div. of Facilities and Fleet Management, Baradaran]

Summary

Authorization to execute Change Order #01 to the Contract with BMI Builds, LLC for the LFD Community Paramedicine Renovation project, increasing the Contract price in the amount of $21,250.00 from $186,888.00 to $208,138.00 with a (0) calendar day change to the construction Contract time for additional work related to new flooring, ceiling improvements, utility changes, and others. Funds are Budgeted. (L0704-25) (Baradaran/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 2614-707201-0001-91012

This Fiscal Year Impact: $21,250.00

Annual Impact: N/A

Project: F_PARAMED_2025

Activity: BUILD_IMPROV

Budget Reference: 2025

Current Balance: $27,474.14

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Jamshid Baradaran, Director, Division of Facilities & Fleet Management

DATE: July 28, 2025

SUBJECT: Request a resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order #01 to the contract with BMI Builds, LLC for the LFD Community Paramedicine Renovation project, increasing the contract price in the amount of $21,250.00 from $186,888.00 to $208,138.00 with a (0) calendar day change to the construction contract time.

Reason for Change:

Execute Change Order #01 with BMI Builds, LLC for the LFD Community Paramedicine Renovation project, increasing the contract price in the amount of $21,250.00 from $186,888.00 to $208,138.00 with a (0) calendar day change to the construction contract time.

Purpose:

The original contract for the LFD Community Paramedicine Renovation Project is $186,888.00. The additional work totaling $21,250.00 includes PR#1 to provide new flooring surface, ceiling soffit and fan and wet sealing the existing exterior windows to prevent leaking. PR #2 to provide and install new additional supply registers for HVAC circulation, gas line extension, storage room light replacement, and radon fan and circuit replacement. (0) no change in contract time.

Budgetary Implication:

Increase of $21,250.00 to the original contract of $186,888.00

Are the funds budgeted? YES

2614-707201-0001-91012-2025-F_PARAMED_2025-BUILD_IMPR = $27,474.14

File Number: 0704-25

Director: Jamshid Baradaran

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**July 28, 2025**	
Project:	LFD Community Paramedicine Renovation	
Location:	117 Cisco Road Lexington, KY 40504	
Contract No.	073-2025	
Original Contract Amt.	$186,888.00	
Cumulative Amount of Previous Change Orders	$0.00	
Percent Change - Previous Change Orders		0.00%
Total Contract Amount Prior to this Change Order	$186,888.00	
Change Order No.	**1**	

To (Contractor):
BMI Builds, LLC
156 Rocky Waters Way
Georgetown, KY 40324

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

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	PR #1: new flooring, ceiling fan system, and wet seal windows		$16,600.00
2	PR #2: provide additional HVAC supply grilles, gas line extension, storage room light fixture replacement, and radon system fan and circuit replacement		$4,650.00
3			
4			
5			
	Total decrease	$0.00	
	Total increase		$21,250.00
	Net Amount of this Change Order	$21,250.00	
	New Contract Amount Including this Change Order	$208,138.00	
	Percent Change - This Change Order		11.37%
	Percent Change - All Change Orders		11.37%

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

Recommended by:	(Project Manager)	Date: 7/28/25
Reviewed / Accepted by:	(Consultant)	Date: 7/28/25
Accepted by:	(Contractor)	Date: 7/28/25
Approved by:	(Director)	Date: 7-28-25
Approved by: (for Leon Ford)	(Commissioner)	Date: 7-28-25
Approved by: N/A	(Director of Purchasing)	Date: N/A
Approved by:	(Mayor or CAO)	Date:

JUSTIFICATION FOR CHANGE	PROJECT: LFD Community Paramedicine Renovation
	CONTRACT NO. 073-2025
	CHANGE ORDER #: 1

1. LFD Community Paramedicine Renovation project - Change Order #1 with BMI Builds, LLC increasing the contract price in the amount of $21,250.00 from $186,888.00 to $208,138.00 with a (0) calendar day change. The additional work totaling $21,250.00 includes PR#1 to provide new flooring surface, ceiling soffit and fan and wet sealing the existing exterior windows to prevent leaking. PR #2 to provide and install new additional supply registers for HVAC circulation, gas line extension, storage room light replacement, and radon fan and circuit replacement. (0) no change in contract time.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: No

_____ _____

Mayor Date

131 Prosperous Place, Suite 19b
Lexington, Kentucky 40509
Phone: 859-259-1515
Fax: 859-231-5060
Email: thornberrydg@jearchitects.net

Johnson - Early Architects

Proposal Request

PR#: 001

Project: LFD Paramedicine

Date: April 22, 2025

LFUCG has requested that BMI Builds prepare a formal cost proposal to complete work associated with the following items, to be added to the original project scope. Please provide a labor/material breakdown for each item for review, if applicable.

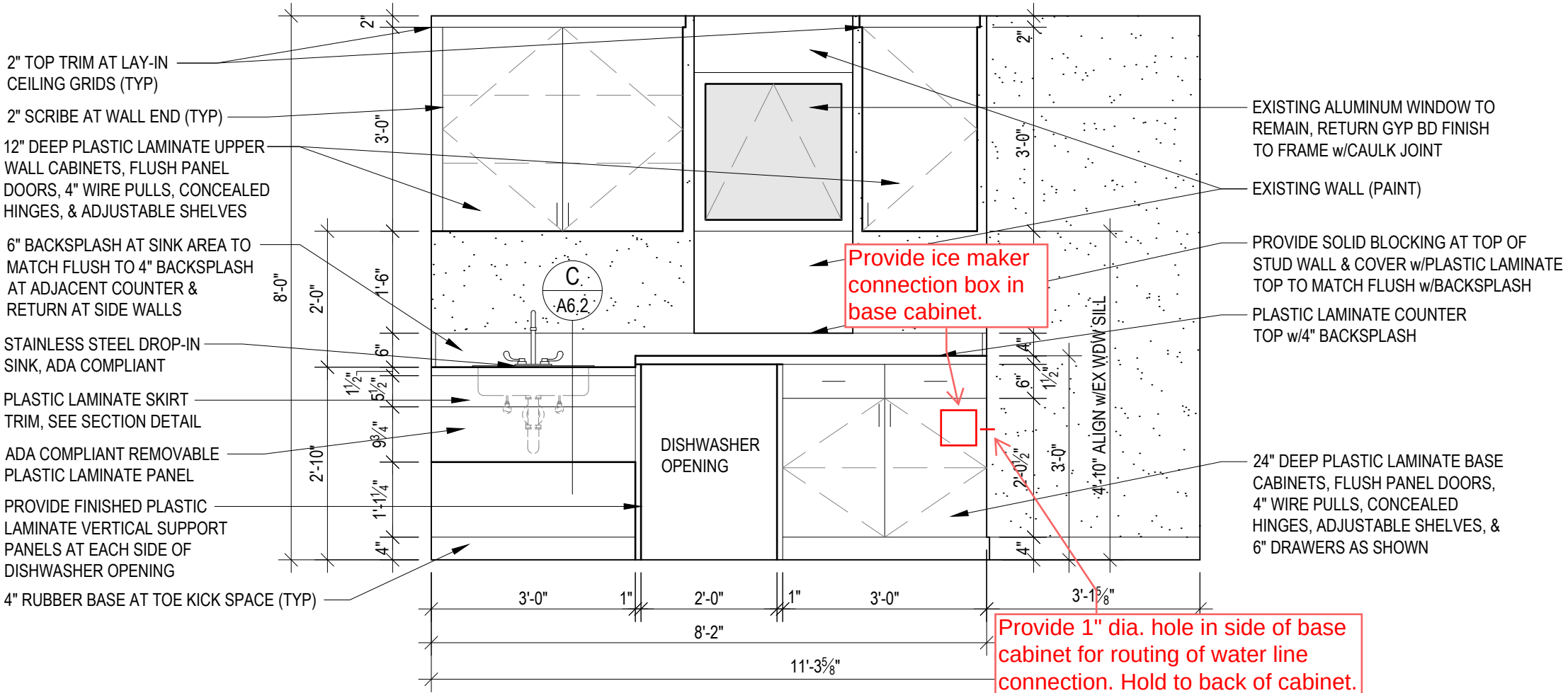
This proposal request does not indicate a notice-to-proceed for the work outlined below.

PR #1: Misc. Items

1) Existing Water Line Location (See RFI2)
   a) Demo existing vertical entry of water line, from below slab to ceiling above
   b) Route waterline entrance below slab to new turn up location.
   c) Turn up in new stud wall and tie to existing water line piping above ceiling.

2) Ceiling Infill @ Exhaust Shaft Location (See RFI2)
   a) Construct a new 2x wood framed, flat gyp board soffit to cover existing opening.
   b) Install a ceiling fan junction box in the center of the new soffit
   c) Install new MC cable whip from fan location to new switch location. New switch to be located on either of the long walls. Field verify which wall will provide the easiest routing for new power.
   d) Utilize existing power at this location to power the fan.
   e) Provide blank cover for fan junction box.

3) Ice Maker Connection
   a) Provide ice maker water box connection for new refrigerator in Breakroom.
   b) See attached for location.



INTERIOR ELEVATION

A / A6.2

SCALE: 1/2" = 1'-0"

BREAK ROOM 106

BMI Builds LLC

156 Rocky Waters Way

Georgetown, KY 40324

8599131101

Office@BMIBuilds.com

Estimate

ADDRESS

LFUCG

200 Main Street

Lexington, United States

ESTIMATE # 1128

DATE 06/01/2025

DATE		DESCRIPTION	QTY	RATE	AMOUNT
		PR1 LFD Paramedicine			
	Services	A. LVT flooring throughout	1	12,000.00	12,000.00
	Services	B. Main water line relocation, saw cut flooring, move line to new stud wall,	1	1,000.00	1,000.00
	Services	C. Ceiling infill, frame up box, finish with drywall, install new fan, run new electric line to wall switch, unable to use existing power they were on shared circuit.	1	800.00	800.00
	Services	D. Add Ice maker in new kitchen area, no charge	1	0.00	0.00
	Services	E. Wet-seal all store front windows	1	2,800.00	2,800.00

TOTAL **$16,600.00**

Accepted By	Accepted Date

131 Prosperous Place, Suite 19b
Lexington, Kentucky 40509
Phone: 859-259-1515
Fax: 859-231-5060
Email: thornberrydg@jearchitects.net

Johnson - Early Architects

Proposal Request

PR#: 002

Project: LFD Paramedicine

Date: June 27, 2025

LFUCG has requested that BMI Builds prepare a formal cost proposal to complete work associated with the following items, to be added to the original project scope. Please provide a labor/material breakdown for each item for review, if applicable.

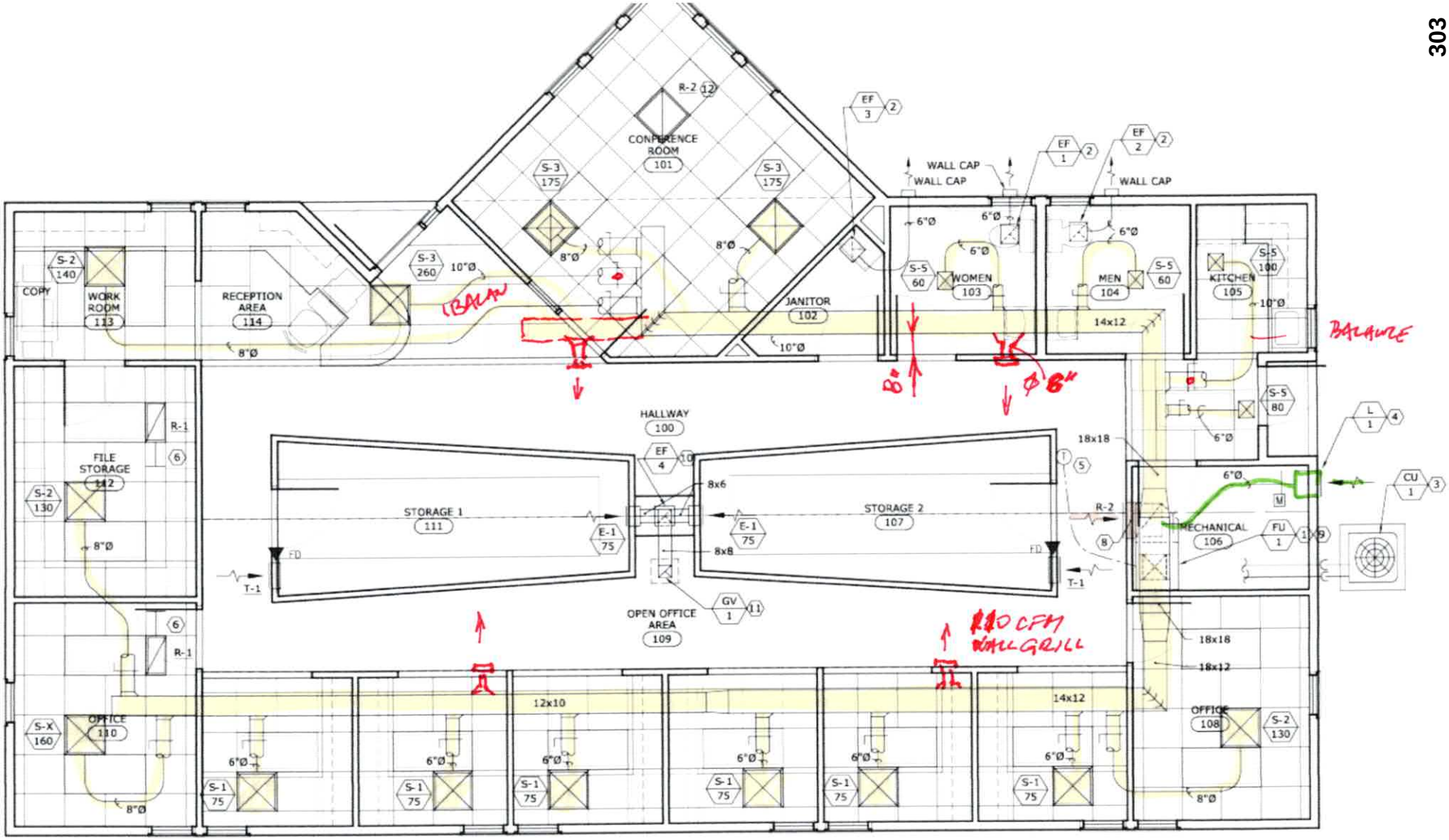
This proposal request does not indicate a notice-to-proceed for the work outlined below.

PR #2A: HVAC Air Distribution Modifications

A. Provide and install (4) additional side wall supply registers and associated ductwork in order to provide more conditioned air to the open office area. 110cfm per register.
B. Centerline of new supply registers to align with centerline of existing linear wall mounted light fixtures.
C. Provide and install (1) transfer grille between Open Office Area [109] and Women [103].
D. Rebalance the existing duct system to accommodate the additional supply registers.
E. Refer to attached sketch for duct modifications.

PR #2B: New Gas Line Tap-On Location

A. Tap onto existing gas line just after the gas meter and provide quick disconnect for future “Blackstone” grill connection. Coordinate requirements with owner provided grill – “Blackstone” brand



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Ø8 – 6x | 1320
Ø10 – 2x | 520
2750

BMI Builds LLC

156 Rocky Waters Way

Georgetown, KY 40324

8599131101

Office@BMIBuilds.com

Estimate

ADDRESS

LFUCG

200 Main Street

Lexington, United States

ESTIMATE # 1138

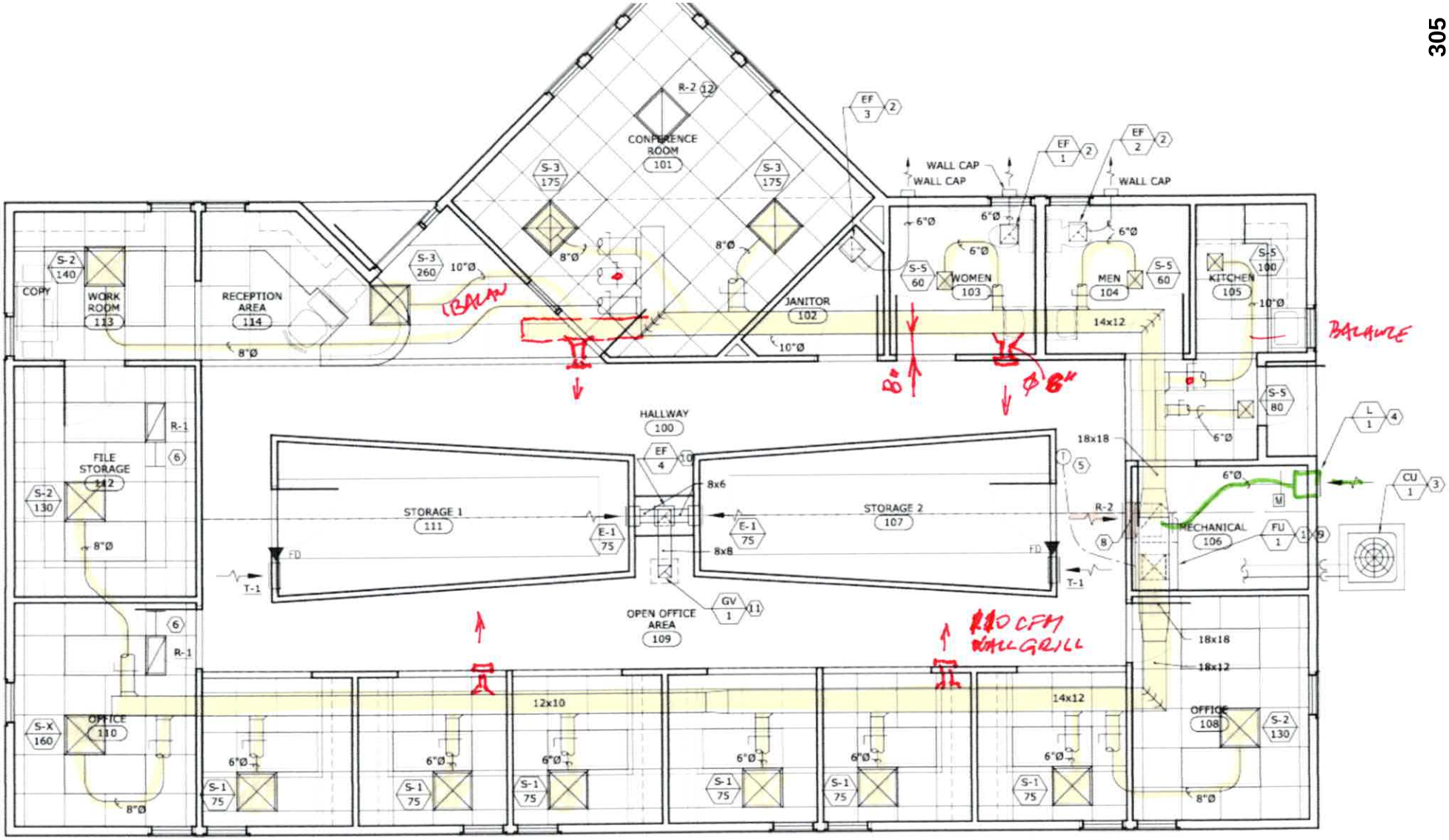
DATE 07/21/2025

DATE		DESCRIPTION	QTY	RATE	AMOUNT
		PR002 itemized			
	Services	HVAC vents in main area	1	3,300.00	3,300.00
	Services	Gas line extension with shut off valve, exterior grill	1	500.00	500.00
	Services	Sign by door remove, cut, reinstall, touch up holes/paint	1	300.00	300.00
	Services	Storage room ceiling light, rewire/bypass ballast and install new bulbs	1	200.00	200.00
	Services	Radon fan, pull new wire, add new circuit.	1	350.00	350.00

TOTAL **$4,650.00**

Accepted By

Accepted Date



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Ø8 – 6x | 1320
Ø10 – 2x | 520
2750

MR.HVAC, LLC

1157 Commercial Drive
Lexington, KY 40505
Lexington, Kentucky 40505
(859)421-2770 or (859) 539-7222
office@mrhvacky.com | http://www.mrhvacky.com/

RECIPIENT:

BMI Builds, LLC

34 North Main Street
Winchester, Kentucky 40391
Phone: 859-913-1101

SERVICE ADDRESS:

117 Cisco Road
Lexington, Kentucky 40504

Quote #3149	
Sent on	06/13/2025
Customer PO	117 Cisco Road
Total	**$3,300.00**

Product/Service	Description	Unit Price	Total
Adding supply runs to the open office area	Installing four 6" supply runs to serve open office area. Adjusting existing balance dampers to meet 2000 CFM system criteria. Checking for proper operation and airflow.	$0.00	$0.00
Total Price	Total represents all materials, parts, and labor.	$3,300.00	$3,300.00

Total **$3,300.00**

Specific Conditions:
* This quote is valid for the next 30 days, after which values may be subject to change.
* Upon approval of this quote, all work will be preformed during the work week Monday - Friday and during normal business hours. Work will not be preformed on holidays.
* A LATE PAYMENT FEE OF 18% OF TOTAL AMOUNT WILL BE ADDED TO THE UNPAID BALANCE AFTER 30 DAYS.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH BMI BUILDS, LLC, FOR THE LFD COMMUNITY PARAMEDICINE RENOVATION PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $21,250.00, FROM $186,888.00 TO $208,138.00, AND NO CHANGE IN THE CONSTRUCTION CONTRACT TIME.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with BMI Builds, LLC, for LFD Community Paramedicine Renovation Project, increasing the contract price by the sum of $21,250.00, from $186,888.00 to $208,138.00, and no change in the construction contract time.

Section 2 – That an amount, not to exceed the sum of $21,250.00, be and hereby is approved for payment to BMI Builds, LLC, from account # 2614-707201-91012, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0704-25:WDR:4932-5003-3756, v. 1

RESOLUTION NO. 367 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH BMI BUILDS, LLC, FOR THE LFD COMMUNITY PARAMEDICINE RENOVATION PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $21,250.00, FROM $186,888.00 TO $208,138.00, AND NO CHANGE IN THE CONSTRUCTION CONTRACT TIME.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with BMI Builds, LLC, for LFD Community Paramedicine Renovation Project, increasing the contract price by the sum of $21,250.00, from $186,888.00 to $208,138.00, and no change in the construction contract time.

Section 2 – That an amount, not to exceed the sum of $21,250.00, be and hereby is approved for payment to BMI Builds, LLC, from account # 2614-707201-91012, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: August 14, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0704-25:WDR:4932-5003-3756, v. 1

R-367-2025
Original R-122-2025
Contract #073-2025

309

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**July 28, 2025**	
Project:	LFD Community Paramedicine Renovation	
Location:	117 Cisco Road Lexington, KY 40504	
Contract No.	073-2025	
Original Contract Amt.	$186,888.00	
Cumulative Amount of Previous Change Orders	$0.00	
Percent Change - Previous Change Orders		0.00%
Total Contract Amount Prior to this Change Order	$186,888.00	
Change Order No.	1	

To (Contractor):
BMI Builds, LLC
156 Rocky Waters Way
Georgetown, KY 40324

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

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	PR #1: new flooring, ceiling fan system, and wet seal windows		$16,600.00
2	PR #2: provide additional HVAC supply grilles, gas line extension, storage room light fixture replacement, and radon system fan and circuit replacement		$4,650.00
3			
4			
5			
	Total decrease	$0.00	
	Total increase		$21,250.00
	Net Amount of this Change Order	$21,250.00	
	New Contract Amount Including this Change Order	$208,138.00	
	Percent Change - This Change Order		11.37%
	Percent Change - All Change Orders		11.37%

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

Recommended by:	(Project Manager)	Date: 7/28/25
Reviewed / Accepted by:	(Consultant)	Date: 7/28/25
Accepted by:	(Contractor)	Date: 7/28/25
Approved by:	(Director)	Date: 7-28-25
Approved by: (for Lean Ford)	(Commissioner)	Date: 7-28-25
Approved by: N/A	(Director of Purchasing)	Date: N/A
Approved by: Linda Gorton	(Mayor or CAO)	Date: 8/15/2025

JUSTIFICATION FOR CHANGE	PROJECT: LFD Community Paramedicine Renovation
	CONTRACT NO. 073-2025
	CHANGE ORDER #: 1

1. LFD Community Paramedicine Renovation project - Change Order #1 with BMI Builds, LLC increasing the contract price in the amount of $21,250.00 from $186,888.00 to $208,138.00 with a (0) calendar day change. The additional work totaling $21,250.00 includes PR#1 to provide new flooring surface, ceiling soffit and fan and wet sealing the existing exterior windows to prevent leaking. PR #2 to provide and install new additional supply registers for HVAC circulation, gas line extension, storage room light replacement, and radon fan and circuit replacement. (0) no change in contract time.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: No

Linda Gorton

Mayor

8/15/2025

Date

131 Prosperous Place, Suite 19b
Lexington, Kentucky 40509
Phone: 859-259-1515
Fax: 859-231-5060
Email: thornberrydg@jearchitects.net

Johnson - Early Architects

Proposal Request

PR#: 001

Project: LFD Paramedicine

Date: April 22, 2025

LFUCG has requested that BMI Builds prepare a formal cost proposal to complete work associated with the following items, to be added to the original project scope. Please provide a labor/material breakdown for each item for review, if applicable.

This proposal request does not indicate a notice-to-proceed for the work outlined below.

PR #1: Misc. Items

1) Existing Water Line Location (See RFI2)
   a) Demo existing vertical entry of water line, from below slab to ceiling above
   b) Route waterline entrance below slab to new turn up location.
   c) Turn up in new stud wall and tie to existing water line piping above ceiling.

2) Ceiling Infill @ Exhaust Shaft Location (See RFI2)
   a) Construct a new 2x wood framed, flat gyp board soffit to cover existing opening.
   b) Install a ceiling fan junction box in the center of the new soffit
   c) Install new MC cable whip from fan location to new switch location. New switch to be located on either of the long walls. Field verify which wall will provide the easiest routing for new power.
   d) Utilize existing power at this location to power the fan.
   e) Provide blank cover for fan junction box.

3) Ice Maker Connection
   a) Provide ice maker water box connection for new refrigerator in Breakroom.
   b) See attached for location.

BMI Builds LLC
156 Rocky Waters Way
Georgetown, KY 40324
8599131101
Office@BMIBuilds.com

Estimate

ADDRESS
LFUCG
200 Main Street
Lexington, United States

ESTIMATE # 1128
DATE 06/01/2025

DATE		DESCRIPTION	QTY	RATE	AMOUNT
		PR1 LFD Paramedicine			
	Services	A. LVT flooring throughout	1	12,000.00	12,000.00
	Services	B. Main water line relocation, saw cut flooring, move line to new stud wall,	1	1,000.00	1,000.00
	Services	C. Ceiling infill, frame up box, finish with drywall, install new fan, run new electric line to wall switch, unable to use existing power they were on shared circuit.	1	800.00	800.00
	Services	D. Add Ice maker in new kitchen area, no charge	1	0.00	0.00
	Services	E. Wet-seal all store front windows	1	2,800.00	2,800.00

TOTAL **$16,600.00**

131 Prosperous Place, Suite 19b
Lexington, Kentucky 40509
Phone: 859-259-1515
Fax: 859-231-5060
Email: thornberrydg@jearchitects.net

Johnson - Early Architects

Proposal Request

PR#: 002

Project: LFD Paramedicine

Date: June 27, 2025

LFUCG has requested that BMI Builds prepare a formal cost proposal to complete work associated with the following items, to be added to the original project scope. Please provide a labor/material breakdown for each item for review, if applicable.

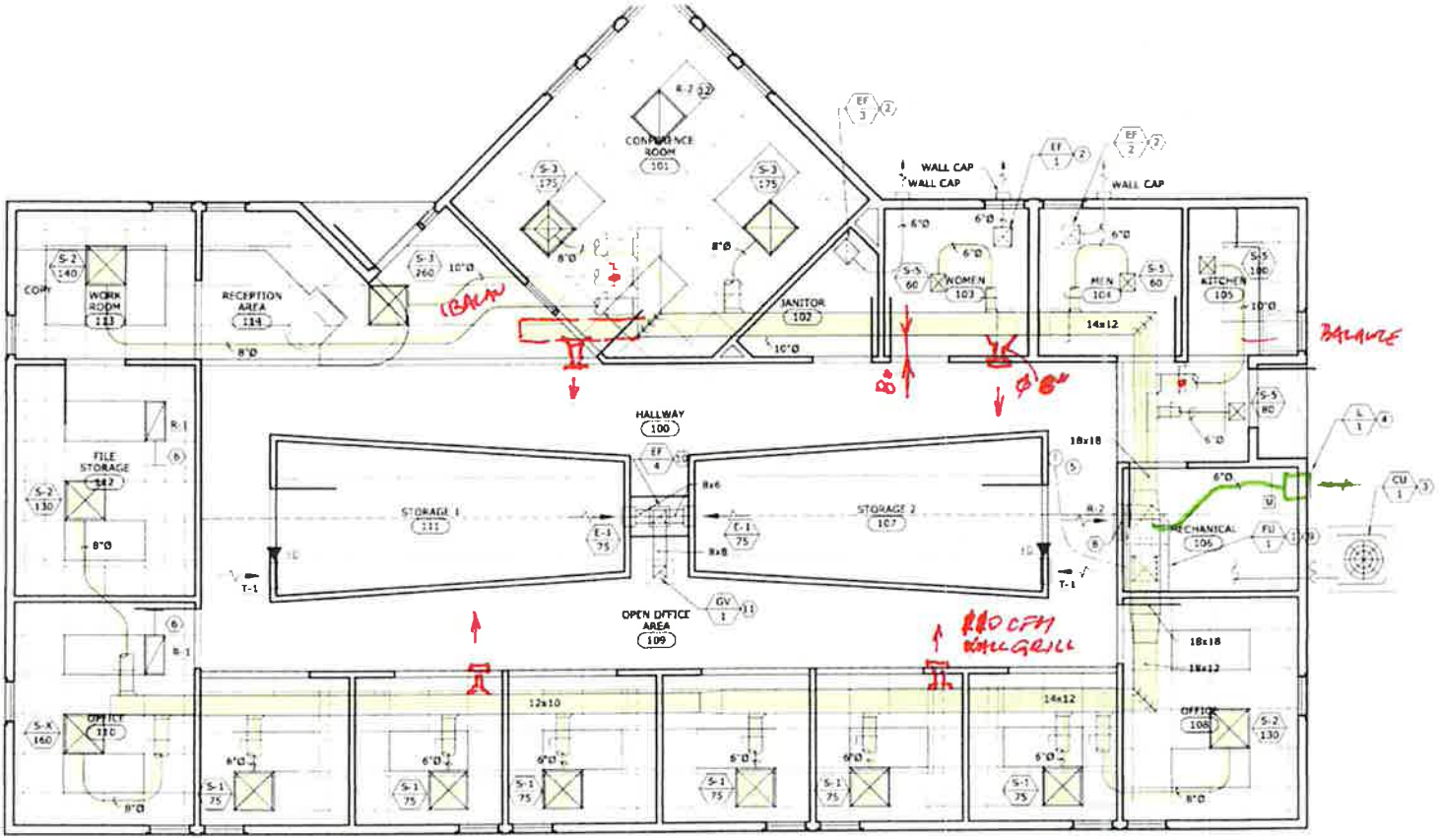
This proposal request does not indicate a notice-to-proceed for the work outlined below.

PR #2A: HVAC Air Distribution Modifications

A. Provide and install (4) additional side wall supply registers and associated ductwork in order to provide more conditioned air to the open office area. 110cfm per register.
B. Centerline of new supply registers to align with centerline of existing linear wall mounted light fixtures.
C. Provide and install (1) transfer grille between Open Office Area [109] and Women [103].
D. Rebalance the existing duct system to accommodate the additional supply registers.
E. Refer to attached sketch for duct modifications.

PR #2B: New Gas Line Tap-On Location

A. Tap onto existing gas line just after the gas meter and provide quick disconnect for future "Blackstone" grill connection. Coordinate requirements with owner provided grill – "Blackstone" brand



Ø6 – 9X | 910
Ø8" – 6X | 1320
Ø10 – 2X | 520
2750

BMI Builds LLC
156 Rocky Waters Way
Georgetown, KY 40324
8599131101
Office@BMIBuilds.com

Estimate

ADDRESS
LFUCG
200 Main Street
Lexington, United States

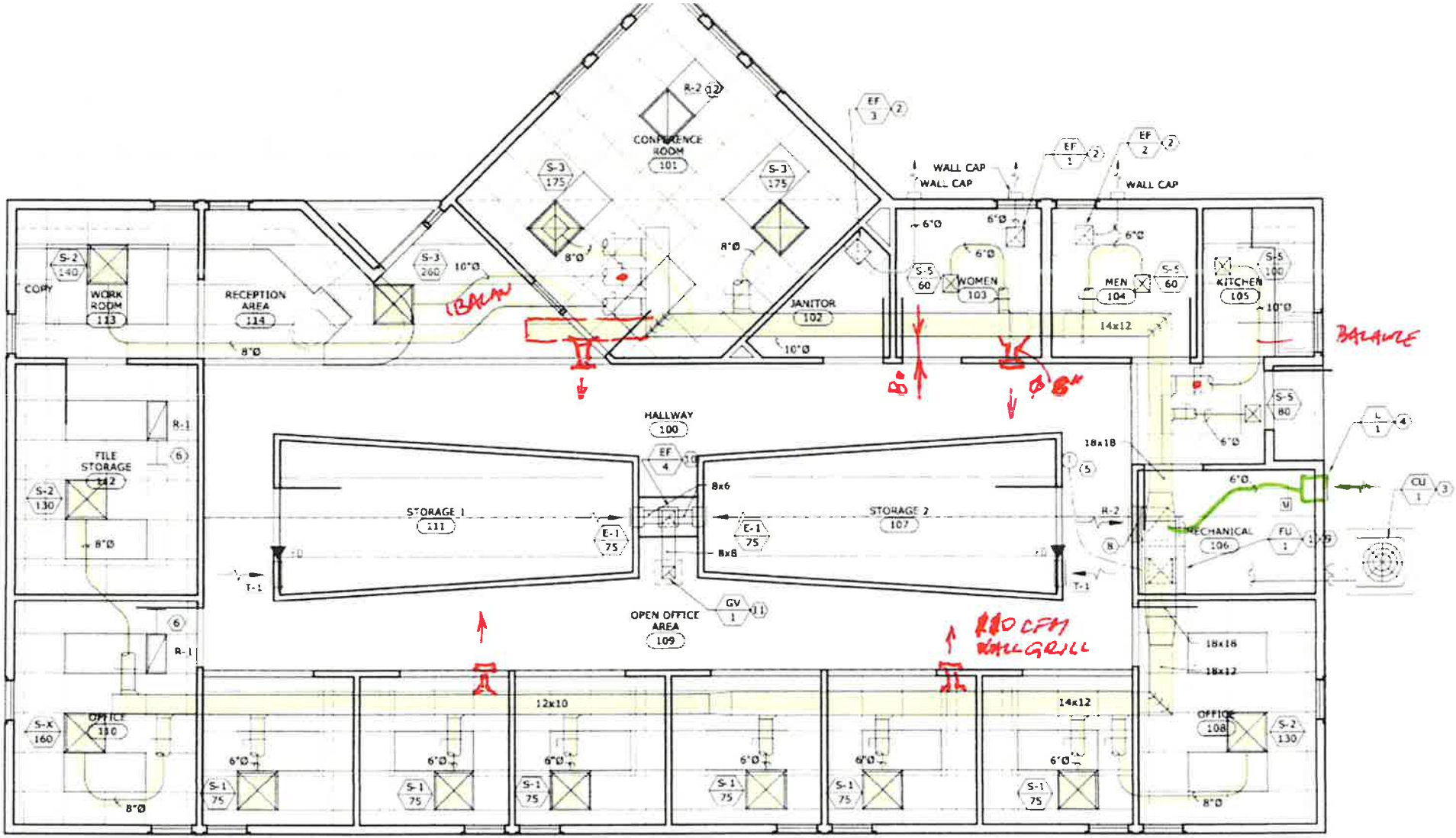
ESTIMATE # 1138
DATE 07/21/2025

DATE		DESCRIPTION	QTY	RATE	AMOUNT
		PR002 itemized			
	Services	HVAC vents in main area	1	3,300.00	3,300.00
	Services	Gas line extension with shut off valve, exterior grill	1	500.00	500.00
	Services	Sign by door remove, cut, reinstall, touch up holes/paint	1	300.00	300.00
	Services	Storage room ceiling light, rewire/bypass ballast and install new bulbs	1	200.00	200.00
	Services	Radon fan, pull new wire, add new circuit.	1	350.00	350.00

TOTAL **$4,650.00**

Accepted By

Accepted Date



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Ø8 – 6x | 1320
Ø10 – 2x | 520
2750

MR.HVAC, LLC
1157 Commercial Drive
Lexington, KY 40505
Lexington, Kentucky 40505
(859)421-2770 or (859) 539-7222
office@mrhvacky.com | http://www.mrhvacky.com/

MR. HVAC *Heating, Ventilation & Air Conditioning*

RECIPIENT:

BMI Builds, LLC
34 North Main Street
Winchester, Kentucky 40391
Phone: 859-913-1101

SERVICE ADDRESS:

117 Cisco Road
Lexington, Kentucky 40504

Quote #3149

Sent on	06/13/2025
Customer PO	117 Cisco Road
Total	**$3,300.00**

Product/Service	Description	Unit Price	Total
Adding supply runs to the open office area	Installing four 6" supply runs to serve open office area. Adjusting existing balance dampers to meet 2000 CFM system criteria. Checking for proper operation and airflow.	$0.00	$0.00
Total Price	Total represents all materials, parts, and labor.	$3,300.00	$3,300.00

Total **$3,300.00**

Specific Conditions:
* This quote is valid for the next 30 days, after which values may be subject to change.
* Upon approval of this quote, all work will be preformed during the work week Monday - Friday and during normal business hours. Work will not be preformed on holidays.
* A LATE PAYMENT FEE OF 18% OF TOTAL AMOUNT WILL BE ADDED TO THE UNPAID BALANCE AFTER 30 DAYS.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0705-25

File ID:	0705-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	216-2025	**In Control:**	Urban County Council
				File Created:	08/04/2025
File Name:	OHPI GreenHouse17 Emergency Repairs			**Final Action:**	08/14/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with GreenHouse17, Inc., for emergency repairs of the fire sprinkler system at the organization's emergency shelter, at a cost not to exceed the sum of $60,000. [Office of Homelessness Prevention and Intervention, Herron]

Notes: received in CCO via drop off - 1st read 8.14, 2nd read 8.28. AA

SAF in the CCO. Returned to Jeff Heron via IOM 8/15/2025. MS

Sponsors:		**Enactment Date:**	08/14/2025
Attachments:	26-Blue Sheet Memo-OHPI GreenHouse17 Emergency Repairs, MOA for OHPI and Greenhouse17 .1 . 4920-4041-6343, 070125 GreenHouse17 Request for HPI Emergency Support, RESO 0705-25 GreenHouse17, Inc. Sprinkler Repairs 4908-6527-9067 v.1.docx, R-368-2025, Contract #216-2025	**Enactment Number:**	R-368-2025
Deed #:		**Hearing Date:**	
Drafter:	Jeff Herron	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/14/2025		
1	Urban County Council	08/14/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	08/14/2025	Approved				Pass

Text of Legislative File 0705-25

Title

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

an Agreement with GreenHouse17, Inc., for emergency repairs of the fire sprinkler system at the organization's emergency shelter, at a cost not to exceed the sum of $60,000. [Office of Homelessness Prevention and Intervention, Herron]

Summary

Authorization to execute an Agreement with GreenHouse17, Inc. to provide one-time funding to address emergency repairs of the Fire sprinkler system at the organization's emergency shelter at a total cost not to exceed $60,000.00. Funds are Budgeted.
(L0705-25)(Herron/Lanter)
Budgetary Implications: Yes
Advance Document Review:
Law: Yes, Completed by Tiffany Holskey, 7/28/2025
Risk Management: N/A
Fully Budgeted: Yes
Account Number: 1145-155003-0001-78112
This Fiscal Year Impact: $60,000.00
Annual Impact: $0
Project: N/A
Activity: N/A
Budget Reference: 2026
Current Balance: $3,458,475.89

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY & COMMUNITY
DEVELOPMENT

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

FROM: **CHARLIE LANTER, COMMISSIONER**
DEPARTMENT OF HOUSING ADVOCACY & COMMUNTIY DEVELOPMENT

DATE: **July 28, 2025**

SUBJECT: **GreenHouse17 Emergency Facility Repairs Funding**

Request: Council authorization to execute Agreement with GreenHouse17, Inc. to provide one-time funding to address emergency repairs of the fire sprinkler system at the organization's emergency shelter at a total cost not to exceed $60,000.

Purpose of Request: In June 2025, the fire sprinkler system at GreenHouse17's emergency shelter failed, resulting significant property damage and temporary disruption of the building's water service. While GreenHouse17 had previously applied for federal grant funding to address the necessary repairs, the organization has been advised that further stopgap repairs are not possible and replacement of the sprinkler system needs to occur as soon as possible.

GreenHouse17 was proactive in seeking alternative funding, obtaining approximately $150,000 from the state's ZeroV domestic violence coalition. GreenHouse17 submitted a request to the Homelessness Prevention and Intervention Board for the remaining $60,000 to fully fund the project. The HPI Board voted to approve this request at the July 9, 2025 board meeting.

GreenHouse17 operates a 42 bed emergency shelter for survivors of domestic violence, serving more than 250 individuals annually. As outline in the recently released Lexington Emergency Shelter Study, Lexington's homeless response system is currently at a deficit of year-round shelter beds. Loss of additional shelter beds would have an immediate and serious impact on the local system.

What is the Cost in this budget year and future budget years? Cost in FY26 is $60,000.00
The cost for future FY27 is: $0

Are the funds budgeted? Yes
Account number: 1145-155003-0001-78112

File Number: 0705-25

Director/Commissioner: Herron/Lanter

MEMORANDUM OF AGREEMENT
BETWEEN LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND GREENHOUSE17, INC.

THIS MEMORANDUM OF AGREEMENT (the "Agreement"), is made and entered into on the _____day of _____, 2025 (the "Execution Date"), 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"), and GREENHOUSE17, INC. ("Organization"), for the purpose of setting out the parties' mutual understanding as to the use of Funds provided by LFUCG to the Organization.

RECITALS

WHEREAS, Organization is in need of funds to address emergency facility repairs, specifically the replacement of the main line of the fire sprinkler system, at Organization's emergency shelter located at 4400 Briar Hill Road, Lexington, Kentucky.

WHEREAS, LFUCG seeks to provide Funds to Organization to aid in the repair of said sprinkler system, subject to the terms and conditions of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, and in consideration of the foregoing and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties understand and agree as follows:

1. Proposal. Organization's request for Funds, as approved by LFUCG (the "Proposal"), is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein. Organization agrees that it will use the Funds provided under this Agreement in a manner that is substantially consistent with the Proposal.

2. Term. This Agreement shall be in effect from July 9, 2025 (the "Effective Date") until completion of the project as set forth in the Proposal (the "Term"), but Organization's obligations set forth in Sections 3, 4, 6, and 8 below shall continue for a period of five (5) years beyond the expiration or termination of this Agreement.

3. Project Funds. LFUCG shall pay to Organization a total amount not to exceed **Sixty Thousand Dollars and 00/100 Cents ($60,000.00)** (the "Funds") to support the Proposal. Payments shall be made monthly for expenditures the organization actually incurred, only after receipt of monthly invoices. The Funds are limited to the expenditures set forth in the Proposal and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

   LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization accompanied by data satisfactory to LFUCG to document entitlement to payment. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the work performed or materials provided for the work are inadequate or defective.

LFUCG also reserves the right to reject any invoice submitted for work related to the Proposal more than sixty (60) days after the work was rendered.

Organization further acknowledges that the Funds awarded under this Agreement are public funds subject to all applicable state and local laws and regulations pertaining to the use of public funds. In any written or oral communications, Organization shall identify LFUCG as the source of the Funds; however, Organization shall not identify individual Urban County Councilmember(s) as being responsible for the Funds.

4. Disposition and/or Change in Usage of Property Purchased with the Funds. Organization agrees that it shall only use the Funds for the expenditures set forth in the Proposal. Organization shall not:
    a. spend the Funds on any other expenses or costs without first obtaining the written consent of LFUCG;
    b. transfer, sell, abandon, destroy, or otherwise dispose, or enter into any contract or agreement to see or otherwise transfer, any of the property or assets purchased with the Funds without first obtaining the written consent of LFUCG; and/or
    c. use the property or assets purchased with the Funds to promote a private purpose.

5. Termination; Breach and Cure; Recovery of Funds. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis. In the event of termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization with advance written notice specifying the nature of such breach. Organization shall have ten (10) days from the receipt of such notice to cure such breach. If more time is reasonably required for Organization's performance or ability to cure such breach, then Organization shall notify LFUCG in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, Organization shall diligently proceed to completion. If Organization fails to cure or to commence cure within such ten (10) day period, then LFUCG shall have the right to terminate this Agreement immediately by serving Organization with written notice of termination. In the event that this Agreement is terminated, LFUCG shall be entitled to recover all funds advanced to Organization for which it has not yet expended on the Proposal in accordance with this Agreement.

6. Record Retention; Reporting; Access. Organization shall create, maintain, and preserve sufficient records of its expenditures to demonstrate compliance with the requirements of this Agreement. Organization shall provide such records to LFUCG promptly upon written request. Such records shall be maintained not less than five (5) years after the expiration or termination of this Agreement. Upon request, Organization shall provide LFUCG with all necessary access and/or documentation to verify its compliance with any provision of this Agreement and the Exhibits attached hereto. Organization shall provide LFUCG with timely reports and updates related to the Proposal in the form and manner reasonably specified by LFUCG.

7. Registration; Compliance; Authority to Sign. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely

basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. Indemnity. Organization shall defend, indemnify and hold harmless LFUCG and/or its officers, agents, employees, representatives, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of or resulting from this Agreement. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner associated with the use of the Funds.

9. Open Records. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. Independent Contractors. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise in the performance of this Agreement.

11. Equal Opportunity; Fairness Ordinance. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

13. No Assignment; No Third Party Rights. Organization may not assign any of its rights and duties under this Agreement without prior written consent of LFUCG. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

14. Law and Venue. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky. Venue for all actions arising under this Agreement shall lie in the Circuit Court of Fayette County, Kentucky.

15. Amendments. This Agreement may be amended or modified from time to time only by the mutual written agreement of the parties hereto. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

16. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision

17. Notice. Any notice required by this Agreement shall be delivered via hand delivery or certified mail, return receipt requested, to the following:

To LFUCG: Lexington-Fayette Urban County Government
Office of Homelessness Prevention and Intervention
200 East Main Street
Lexington, Kentucky 40507
Attn: Jeff Herron

To Organization: GREENHOUSE17, INC.
4400 Briar Hill Road
Lexington, Kentucky 40516
Attn: Darlene Thomas, Executive Director

18. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date.

LEXINGTON-FAYETTE URBAN COUNTY GOVERMENT

_____
Linda Gorton, Mayor

Attested by:

_____
Clerk of the Urban County Council

GREENHOUSE17, INC.

_____
Darlene Thomas, Executive Director

EXHIBIT "A"

ORGANIZATION'S PROPOSAL

4920-4041-6343, v. 1

Request for Emergency Support
HPI Innovative & Sustainable Solutions Fund

SUMMARY

GreenHouse17 respectfully requests a one-time emergency grant of $60,000 to replace the main line of the fire sprinkler system at our 17,000 sq ft emergency shelter located at 4400 Briar Hill Road in Lexington. This shelter provides 42 beds for survivors of domestic violence and their children, serving more than 250 individuals annually.

BACKGROUND

For more than 20 years, routine inspections and maintenance have kept the shelter's fire sprinkler system operational and compliant. But like all mechanical systems, it has a limited lifespan. In December 2024, after completing repairs, our vendor, Johnson Controls, warned that the system's main line, the pipe that supplies pressurized water to all sprinkler heads, was at imminent risk of failure.

Planning for next steps began immediately. Bids from three certified sprinkler system vendors were obtained, with Johnson Controls submitting the most cost-effective proposal. A funding request was submitted to the Lexington-Fayette Community Development Block Grant (CDBG) program to request support for the project. Recommendation of funding was received on June 16, 2025; however, final HUD approval and access to funds was not expected until September or October.

SYSTEM FAILURE

On June 23, 2025, the sprinkler system failed, resulting in a leak that caused significant damage to the east wing of the shelter. To mitigate further risk, the facility's water service was temporarily shut off. The following day, Johnson Controls completed an emergency repair that restored basic functionality and allowed water service at the shelter to resume, but this is not a lasting fix. We have been advised the system will fail again, sooner than later, and further stopgap repairs are not possible.

We initiated sole-source procurement processes, per the emergency need, and secured an updated bid for $201,000 from Johnson Controls. On June 25, we received approval from ZeroV, Kentucky's coalition of domestic violence member programs, to reallocate $149,149 in previously awarded funds toward the emergency project. A payment plan was entered with Johnson Controls to allow for remaining funds to be secured, and work is slated to begin soon.

REQUEST

We humbly request a $60,000 emergency allocation to complete this urgent safety project. This will cover the remaining $51,851 in project costs, with a modest contingency to cover any unforeseen expenses. A detailed estimate is attached. With your partnership, the emergency shelter will remain a safe facility for those who need us most.

Johnson Controls Fire Protection LP
973 Beasley Street, Suite 100
Lexington , KY 40505

Johnson Controls Fire Protection LP Quotation

To:
Green House 17
4400 Briar Hill Rd
LEXINGTON, KY 40516-9729

Project: Green House 17 Attic main replacement - CPQ-811601
Johnson Controls Reference: 650811601
Proposal #: 1
Date: 06/24/2025

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Total net selling price $201,000.00

Scope of Work

- Provide design labor to produce stock list for new pipe fabrication.
- Quote includes labor and material to remove existing main piping and install new piping in its place. The removal of old piping from attic and haul off is included.
- New piping will be black schedule 40.
- Piping will be replaced in a manner to bring system back to service at end of shift so protection will be in place overnight.
- A new C-Aire 30 gallon compressor with drier and air water separator.
- Work is priced to be performed during regular work hours.

EXCLUSIONS

- Any work not specifically included in the qualifications above
- Pipe identification
- Power and/or Control wiring, conduit and connections
- Cutting, patching, and/or any painting and/or preparation for painting, if required
- Detection and/or Fire alarm systems
- Adequate heat and/or freeze protection
- Abatement or capsulation of material containing asbestos.
- Removal and/or replacement of ceilings and walls, or access doors if required
- Overtime and/or off hours work
- Cost of payment and performance Bonds

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Johnson Controls Fire Protection LP
973 Beasley Street, Suite 100
Lexington , KY 40505

- Soffits to conceal piping
- Seismic Bracing
- Hose valve cabinets

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IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via Email(), paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values

Item #	Description	%
1	Deposit	50%
2	Mobilization	10%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*

*To be mutually agreed upon in writing at a later date

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This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Deposit Invoice accepted (___%):

☐ **No** ☐ **Yes**

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Offered By:	Accepted By: (Customer)
Johnson Controls Fire Protection LP	Company: _____
973 Beasley Street, Suite 100	Address: _____
Lexington , KY 40505	Signature: _____
Telephone:	Title: _____
Representative: _____	Date: _____
Email: todd.messmer@jci.com	

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TERMS AND CONDITIONS
(Rev. 12.12.24)

1. Deposit, Invoicing and Payments. Customer agrees to pay Company pursuant to the progress-based billing schedule of values set forth in Company's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Company will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Company progress-based billing can also include any services performed on-site or off-site. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All invoices will be delivered via Email, paid via Electronic Funds Transfer and are due Net 30 days from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount.

Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with federal, state/ provincial, and local codes. Any additional services or

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equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are

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recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10.Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

13. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in

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Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and

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Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

23 . Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

26. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii)) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment,

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components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements, or other costs and expenses incurred by Company in connection with the Force Majeure Event.

30. One-Year Claims Limitation; Forum; Choice of Law. Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this

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Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. Software and Digital Services.

Digital Enabled Services. Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

36. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. ***Company as Processor*** **:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. ***Company as Controller :*** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's

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personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies “commercial items” within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. LICENSE INFORMATION (US SECURITY SYSTEM CUSTOMERS): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710.License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI’s discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI’s only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l’assentiment du client.

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RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH GREENHOUSE17, INC., FOR EMERGENCY REPAIRS OF THE FIRE SPRINKLER SYSTEM AT THE ORGANIZATION'S EMERGENCY SHELTER, AT A COST NOT TO EXCEED THE SUM OF $60,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with GreenHouse17, Inc., for emergency repairs of the fire sprinkler system at the organization's emergency shelter.

Section 2 – That an amount, not to exceed the sum of $60,000.00, be and hereby is approved for payment to GreenHouse17, Inc., from account #1145-155003-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0705-25:TAH:4908-6527-9067, v. 1

RESOLUTION NO. 368 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH GREENHOUSE17, INC., FOR EMERGENCY REPAIRS OF THE FIRE SPRINKLER SYSTEM AT THE ORGANIZATION'S EMERGENCY SHELTER, AT A COST NOT TO EXCEED THE SUM OF $60,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with GreenHouse17, Inc., for emergency repairs of the fire sprinkler system at the organization's emergency shelter.

Section 2 – That an amount, not to exceed the sum of $60,000.00, be and hereby is approved for payment to GreenHouse17, Inc., from account #1145-155003-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: August 14, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0705-25:TAH:4908-6527-9067, v. 1

MEMORANDUM OF AGREEMENT
BETWEEN LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND GREENHOUSE17, INC.

THIS MEMORANDUM OF AGREEMENT (the "Agreement"), is made and entered into on the _____day of _____, 2025 (the "Execution Date"), 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"), and GREENHOUSE17, INC. ("Organization"), for the purpose of setting out the parties' mutual understanding as to the use of Funds provided by LFUCG to the Organization.

RECITALS

WHEREAS, Organization is in need of funds to address emergency facility repairs, specifically the replacement of the main line of the fire sprinkler system, at Organization's emergency shelter located at 4400 Briar Hill Road, Lexington, Kentucky.

WHEREAS, LFUCG seeks to provide Funds to Organization to aid in the repair of said sprinkler system, subject to the terms and conditions of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, and in consideration of the foregoing and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties understand and agree as follows:

1. Proposal. Organization's request for Funds, as approved by LFUCG (the "Proposal"), is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein. Organization agrees that it will use the Funds provided under this Agreement in a manner that is substantially consistent with the Proposal.

2. Term. This Agreement shall be in effect from July 9, 2025 (the "Effective Date") until completion of the project as set forth in the Proposal (the "Term"), but Organization's obligations set forth in Sections 3, 4, 6, and 8 below shall continue for a period of five (5) years beyond the expiration or termination of this Agreement.

3. Project Funds. LFUCG shall pay to Organization a total amount not to exceed **Sixty Thousand Dollars and 00/100 Cents ($60,000.00)** (the "Funds") to support the Proposal. Payments shall be made monthly for expenditures the organization actually incurred, only after receipt of monthly invoices. The Funds are limited to the expenditures set forth in the Proposal and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

   LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization accompanied by data satisfactory to LFUCG to document entitlement to payment. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the work performed or materials provided for the work are inadequate or defective.

LFUCG also reserves the right to reject any invoice submitted for work related to the Proposal more than sixty (60) days after the work was rendered.

Organization further acknowledges that the Funds awarded under this Agreement are public funds subject to all applicable state and local laws and regulations pertaining to the use of public funds. In any written or oral communications, Organization shall identify LFUCG as the source of the Funds; however, Organization shall not identify individual Urban County Councilmember(s) as being responsible for the Funds.

4. Disposition and/or Change in Usage of Property Purchased with the Funds. Organization agrees that it shall only use the Funds for the expenditures set forth in the Proposal. Organization shall not:
   a. spend the Funds on any other expenses or costs without first obtaining the written consent of LFUCG;
   b. transfer, sell, abandon, destroy, or otherwise dispose, or enter into any contract or agreement to see or otherwise transfer, any of the property or assets purchased with the Funds without first obtaining the written consent of LFUCG; and/or
   c. use the property or assets purchased with the Funds to promote a private purpose.

5. Termination; Breach and Cure; Recovery of Funds. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis. In the event of termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization with advance written notice specifying the nature of such breach. Organization shall have ten (10) days from the receipt of such notice to cure such breach. If more time is reasonably required for Organization's performance or ability to cure such breach, then Organization shall notify LFUCG in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, Organization shall diligently proceed to completion. If Organization fails to cure or to commence cure within such ten (10) day period, then LFUCG shall have the right to terminate this Agreement immediately by serving Organization with written notice of termination. In the event that this Agreement is terminated, LFUCG shall be entitled to recover all funds advanced to Organization for which it has not yet expended on the Proposal in accordance with this Agreement.

6. Record Retention; Reporting; Access. Organization shall create, maintain, and preserve sufficient records of its expenditures to demonstrate compliance with the requirements of this Agreement. Organization shall provide such records to LFUCG promptly upon written request. Such records shall be maintained not less than five (5) years after the expiration or termination of this Agreement. Upon request, Organization shall provide LFUCG with all necessary access and/or documentation to verify its compliance with any provision of this Agreement and the Exhibits attached hereto. Organization shall provide LFUCG with timely reports and updates related to the Proposal in the form and manner reasonably specified by LFUCG.

7. Registration; Compliance; Authority to Sign. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely

basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. Indemnity. Organization shall defend, indemnify and hold harmless LFUCG and/or its officers, agents, employees, representatives, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of or resulting from this Agreement. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner associated with the use of the Funds.

9. Open Records. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. Independent Contractors. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise in the performance of this Agreement.

11. Equal Opportunity; Fairness Ordinance. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

13. No Assignment; No Third Party Rights. Organization may not assign any of its rights and duties under this Agreement without prior written consent of LFUCG. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

14. Law and Venue. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky. Venue for all actions arising under this Agreement shall lie in the Circuit Court of Fayette County, Kentucky.

15. Amendments. This Agreement may be amended or modified from time to time only by the mutual written agreement of the parties hereto. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

16. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision

17. Notice. Any notice required by this Agreement shall be delivered via hand delivery or certified mail, return receipt requested, to the following:

To LFUCG: Lexington-Fayette Urban County Government
Office of Homelessness Prevention and Intervention
200 East Main Street
Lexington, Kentucky 40507
Attn: Jeff Herron

To Organization: GREENHOUSE17, INC.
4400 Briar Hill Road
Lexington, Kentucky 40516
Attn: Darlene Thomas, Executive Director

18. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date.

LEXINGTON-FAYETTE URBAN COUNTY GOVERMENT

Linda Gorton

Linda Gorton, Mayor

Attested by:

MacKenzie Stock

Clerk of the Urban County Council

Deputy

GREENHOUSE17, INC.

Darlene Thomas, Executive Director

EXHIBIT "A"

ORGANIZATION'S PROPOSAL

4920-4041-6343, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0706-25

File ID: 0706-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 223-2025 **In Control:** Urban County Council

File Created: 07/29/2025

File Name: PUBLIC INFRASTRUCTURE PROGRAM AGREEMENT: RED DRAW LIBERTY LLC **Final Action:** 08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Forgivable Loan Agreement and related documents with Red Draw Liberty LLC, which shall replace those documents executed pursuant to Resolution No. 372-2024, pursuant to the Public Infrastructure Program, for sanitary sewer infrastructure improvements as well as the creation of jobs, at a cost not to exceed $489,613. [Mayor's Office, Bencz]

Notes: in office 8.25, 2nd read 8.28.25 AA

Stamped and filed in the CCO. Returned to Troy Black 8/29/2025. MS

Sponsors:

Enactment Date: 08/28/2025

Attachments: Blue Sheet - Red Draw Liberty PIP 20250724, Second Loan Agreement (Red Draw) .2 . 4919-1455-2656, UPDATED 20250725 Combined staff report - Red Draw Liberty Amendment - Redacted, RESO 706-25- Red Draw Liberty Public Infrastructure 4914-1198-1662 v.1.docx, R-387-2025, Contract #223-2025

Enactment Number: R-387-2025

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0706-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Forgivable Loan Agreement and related documents with Red Draw Liberty LLC, which shall replace those documents executed pursuant to Resolution No. 372-2024, pursuant to the Public Infrastructure Program, for sanitary sewer infrastructure improvements as well as the creation of jobs, at a cost not to exceed $489,613. [Mayor's Office, Bencz]

Summary

Authorization to execute a Public Infrastructure Program Forgivable Loan Agreement with Red Draw Liberty LLC in the amount of $489,613 for the construction of sanitary sewer infrastructure improvements to serve a ten-acre site located at 2156 Liberty Road. Funds are Budgeted. (L0706-25)(Bencz/Atkins)

Budgetary Implications [select]: Yes
Advance Document Review:

Law: {Yes, Completed by [Evan Thompson, 7/29/2025]}

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

Fully Budgeted [select]: Yes
Account Number: 1144-133004-0001-78103
This Fiscal Year Impact: $ 489,613
Annual Impact: NA
Project:
Activity:
Budget Reference:
Current Balance:

TO: **MAYOR LINDA GORTON**
URBAN COUNTY COUNCIL
FROM: **CRAIG BENCZ**
ADMINISTRATIVE OFFICER SR.
DATE: **JULY 24, 2025**
SUBJECT: **PUBLIC INFRASTRUCTURE PROGRAM AGREEMENT: RED DRAW LIBERTY LLC**

REQUEST:
Authorization to execute a Public Infrastructure Program Forgivable Loan Agreement with Red Draw Liberty LLC in the amount of $489,613 for the construction of sanitary sewer infrastructure improvements to serve a ten acre site located at 2156 Liberty Road.

REASON FOR REQUEST:
The Lexington Economic Development Investment Board reviewed the application from Red Draw Liberty LLC at their June 17, 2025 meeting. The Board voted unanimously to approve a forgivable loan in the amount of $489,613 to Red Draw Liberty LLC for the construction of sanitary sewer infrastructure improvements that will serve the project site and surrounding properties, and will allow for the removal of an existing pump station that is maintained and operated by the LFUCG. The proposed 200-unit senior living community with an onsite medical clinic will result in the creation of at least fifty jobs.

Red Draw Liberty previously received a Public Infrastructure Program Forgivable Loan Agreement in the same amount for this site that expired on July 9, 2025. No funds were drawn from the previous agreement, which was a multi-family housing development that was expected to create two jobs.

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?
The cost for this FY is: $489,613
The cost for future FY is: N/A

ARE THE FUNDS BUDGETED?
The funds are budgeted.
Account number: 1144-133004-0001-78103

DIRECTOR/COMMISSIONER: Craig Bencz/Kevin Atkins

FORGIVABLE LOAN AGREEMENT

THIS FORGIVABLE LOAN AGREEMENT ("Loan Agreement"), dated as of this _____ day of _____, 2025, is made by and between:

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507
("LFUCG")

And

Red Draw Liberty LLC
a Kentucky Limited Liability Company
1629 Ashwood Drive
Lexington, KY 40502
("Organization")

Witnesseth

WHEREAS, on or about June 27, 2024, LFUCG and Organization entered into a Forgiveable Loan Agreement to provide funding for certain public infrastructure improvements to assist with the development of two hundred and sixteen apartment units on a ten acre site located at 2156 Liberty Road ("the Project Site").

WHEREAS, Organization has not requested reimbursement for expenses nor commenced construction to date and wishes to change the underlying use of the Project Site to a two hundred unit senior living community with onsite medical clinic, increasing the development cost and job creation.

WHEREAS, neither the cost nor the substance of the public infrastruction improvements previously proposed and funded in the previous Forgiveable Loan Agreement would change with this new development.

WHEREAS, LFUCG and Organization mutually wish to replace its June 27, 2024 Forgiveable Loan Agreement, and the related Promissory Note, with this Forgiveable Loan Agreement, including the executed Promissory Note attached as Exhibit B herein.

WHEREAS, the senior living community and onsite medical clinic requires sanitary sewer improvements which will benefit surrounding properties and eliminate a pump station currently maintained and operated by the LFUCG ("the Project"); and

WHEREAS, the Organization has applied for funding under LFUCG's Public Infrastructure Program; and

WHEREAS, the Organization's application for funding under the Public Infrastructure Program ("the Program") complies with the requirements of the Program; and

WHEREAS, Organization has committed to the hiring and retention of fifty additional qualified employees in Fayette County for at least the period of time provided in this Agreement; and

WHEREAS, LFUCG recognizes that the Project will provide a benefit to the community and that the location of this Project will be of significant benefit to Fayette County, both economically and through improvement of infrastructure; and

WHEREAS, LFUCG finds that the provision of economic incentives from the Public Infrastructure Fund towards the Project, provided herein, is in the public interest as it will create new jobs, will provide critical sanitary sewer infrastructure, and will reduce LFUCG costs associated with maintaining a pump station; and

WHEREAS, the Organization is agreeable to accepting the funding provided pursuant to this Agreement with the understanding that its use is limited to offsetting costs directly related to the Project and as further restricted through the terms of this Loan Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

Recital

This Forgiveable Loan Agreement ("Agreement") provides for a forgivable loan in the amount of four hundred eighty-nine thousand six hundred and thirteen dollars and zero cents (**$489,613.00)** from LFUCG to Red Draw Liberty LLC (hereinafter "Organization") pursuant to the terms of this Agreement. In order to induce LFUCG to enter into this Loan Agreement and to make the Loan, the Organization is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1
Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Organization's accountant unless explicitly authorized by LFUCG.

An “Affiliate” of, or a Person “Affiliated” with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

“Disbursement” shall mean the distribution of proceeds of the Loan by LFUCG to Organization.

“Employee” shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined below) at the Project Site, which shall be located in Fayette County, Kentucky (as opposed a part-time employee or independent contractor), hired after the effective date of this Agreement and retained by the Organization and working in Fayette County.

“Event of Default” shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Loan Agreement.

“Full Time Job” shall mean a job held by a person employed (an employee) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the Lexington-Fayette County occupational license fee.

“Gross Salaries” shall mean the salaries and wages paid to the Organization’s Employees, as defined above.

“Hire” or its derivative shall mean the creation of a new Full Time Job in Lexington-Fayette County.

“Jobs Requirement” shall have the meaning set forth in Section 3.15, hereof.

“Loan” shall mean the forgivable loan in the principal amount of ($489,613.00) from LFUCG to the Organization as further provided in Section 2 of this Loan Agreement, as evidenced by the Note attached as Exhibit B to this Agreement.

“Loan Documents” shall mean this Loan Agreement and Exhibits to this Agreement, and all other instruments or agreements related thereto.

“LFUCG” shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

“Note” shall mean the promissory note attached as Exhibit B to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

“Organization” shall mean Organization and any subsidiary companies or other affiliates owned or controlled by Organization in Fayette County.

“Person” shall mean any person, firm, trust, corporation, partnership, limited liability Organization, business organization, or other entity.

"Project" shall mean certain sanitary sewer improvements on the property located at 2156 Liberty Road, as further described in the attached Exhibit A, which is incorporated herein by reference. Organization understands and agrees that any material change to the proposed Project will require the advance written approval of LFUCG.

"Project Site" shall mean the property on which the Project, as further described in Exhibit A which is incorporated herein by reference, is located, and which the Organization has an access easement thereto (if applicable).

"Public Infrastructure" shall have the same definition as provided in LFUCG Ordinance No. 141-22 pertaining to the Public Infrastructure Fund.

"Public Infrastructure Fund" shall mean the fund created pursuant to LFUCG Ordinance No. 141-22.

"Request for Disbursement" shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Loan, in form, substance, and detail satisfactory to the LFUCG.

SECTION 2
The Loan

LFUCG agrees to provide the Organization with a forgivable loan (the Loan) in accordance with the terms and condition of the Loan Documents, as follows:

2.1 Amount. The principal amount of the Loan shall be up to a maximum amount of four hundred eighty-nine thousand six hundred and thirteen dollars and zero cents (**$489,613.00)**, as evidenced by the Note attached hereto and made a part hereof as Exhibit B.

2.2 Interest. Interest at the rate of zero percent (0.00%) of the outstanding principal shall be assessed annually. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of twelve percent (12%) per annum from the date of default shall be assessed.

2.3 Disbursement. Disbursements of proceeds of the Loan shall be made by LFUCG to the Organization as reimbursement for qualifying Public Infrastructure expenditures on the Project Site. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Loan set forth in Article 7 of this Agreement and in each of the other Loan Documents, and (iii) LFUCG has received properly completed and executed copies of Exhibit C not less than thirty (30) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG.

2.4 Payments. Payment on the Loan shall be deferred as long as the Organization complies with the Loan Documents. Should the Project be completed, to the sole satisfaction of LFUCG, within two years from the execution of this Agreement, one hundred percent (100%) of the outstanding principal and interest shall be forgiven if Organization has otherwise fully complied with the terms of the Loan Documents and satisfied all duties and obligations established thereunder.

Notwithstanding the above, in the event the Project is not completed, to the sole satisfaction of LFUCG, within two (2) years after execution of this Agreement, the Loan shall be repaid in forty (40) consecutive quarterly installments of principal and interest (the latter bearing a rate of twelve percent (12%) per annum as provided in Section 2.2) all of which shall be due on the 15th day of January, April, July, and October of each year. The number of quarterly installments may be amended by agreement of the Mayor, with approval of the Economic Development Investment Board, and the Borrower, provided the change does not reduce the amount repaid to LFUCG by the Borrower. Otherwise, any amendment affecting the number of quarterly installments shall require Council approval. The amount due for any given payment, which shall be determined by LFUCG and provided to Borrower, shall be calculated as the amount that would be required to fully repay all distributions already made at the time of payment, plus applicable interest, fees, penalties, and costs, in quarterly payments, by the conclusion of the repayment term. The first payment shall be due thirty (30) days after the two year anniversary of this Agreement.

In the event of default, the entire principal distributed at the time of default, interest, and any additional interest as provided in Section 2.2, shall be due and payable within ten (10) days of LFUCG providing Organization with a written notice of demand of the balance owing, as provided in Section 6.1 of this Agreement. All outstanding amounts will bear interest as provided in the Note and Section 2.2 of this Agreement.

2.5. Prepayment. The Organization shall have the right at any time and without penalty to prepay the Note in whole or in part.

2.6. Ceasing Disbursement. The LFUCG may, at its sole discretion, cease any future disbursement(s) should any Event of Default occur prior to that disbursement being sent.

SECTION 3
General Covenants

In consideration for the provision of the Loan by LFUCG, the Organization agrees that, until the terms of this Agreement are fulfilled or as otherwise provided, it shall perform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Organization shall not, without the prior written consent of LFUCG:

(a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;

(b) Substantially cease its business operations at the Project Site;

(c) Enter into any agreement for the assumption of the Loan by any other Person; or,

(d) Undertake a change in majority ownership, management, or control.

3.2 Financial Statements and Business Records. The Organization shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied, and keep business records in accordance with good business practices in the industry. Upon LFUCG's request or the request of its Economic Development Investment Board at reasonable times and places, the Organization shall make its business records available to LFUCG for inspection on a confidential basis. During the term of the Loan, the Organization shall furnish to LFUCG, at LFUCG's request, annual financial reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Organization shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report ("Information") shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

3.3 Designation of Agent. The Organization shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky, to accept service of process. The Organization shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Organization shall pay as they become due all taxes, assessments, governmental charges, levies, and any other claims e.g. labor, materials, supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Organization's property, unless the Organization is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Loan Proceeds. The proceeds of the Loan shall be used exclusively for the construction of necessary public infrastructure related to the Project, including sanitary sewer, public parking, public transit improvements/enhancements, public sidewalks, public multi-use paths and public roads (curb, gutter, and utility relocation as needed) and those expenses typically related to hard construction costs, as provided in Exhibit A. Loan proceeds may not be used for project design, engineering, and other soft costs. Notwithstanding anything in the Loan Documents, the proceeds of the Loan may not be used for stormwater infrastructure.

3.6 Properties and Insurance. The Organization shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Loan. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 5 hereof.

3.7 Entity Existence. The Organization shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Organization shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses issued to it, except where non-compliance (a) would not have a material adverse effect on the Organization's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Construction of the Project. Construction of the Project shall be commenced within twelve months from the date of this Agreement's execution.

3.10 Indemnification. The Organization shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) directly arising out of or in connection with the Organization's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Organization acknowledges and agrees that this indemnity provision shall survive the termination of this Agreement.

3.11 Access. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Loan Agreement.

3.12 Equal Opportunity; Fairness Ordinance. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Loan Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance

No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

3.14 Dedication of Project to Government. Organization agrees to dedicate the Project to LFUCG upon completion and acceptance by LFUCG, if requested by LFUCG.

3.15 Jobs Requirement.

The Organization shall hire and retain fifty (50) employees in Fayette County for at least a period of ten (10) years from the completion of the Project's construction as determined in the sole discretion of LFUCG. Biannually each year (in June and December), Organization shall provide LFUCG, on a form substantially similar to Exhibit D, with a certification of the following information: (i) the number of jobs maintained by the Organization in Fayette County as the date of submittal and the Gross Salaries related to its Employees/aggregate payroll in Fayette County; (ii) the aggregate real and personal property improvements made prior to such date; and (iii) a written certification of compliance with the terms and conditions of the Loan Documents.

3.16 Sale of Project Site. Organization shall receive the approval of LFUCG prior to any transfer of the Project Site.

SECTION 4
Representations and Warranties

The Organization hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Loan Agreement):

4.1 Existence. The Organization is a duly organized and validly existing corporation under the laws of the Commonwealth of Kentucky qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Organization's ability to meet its obligations hereunder. The Organization shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Organization shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Organization has the legal power, capacity, and right to execute and deliver all of the Loan Documents to which it is a party, and to observe and perform all of the provisions of the Loan Documents to which it is a party. Neither the Organization's execution or delivery of the Loan Documents nor the performance or observance by the Organization of the provisions of the Loan Documents violates any law applicable to it or otherwise constitutes a default or a violation under, or results in the imposition of any lien under, or conflicts with, or results in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Loan Documents to which Organization is a party on behalf of the Organization has been duly authorized to do so, and the Loan Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Organization enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Organization is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Organization's financial condition or otherwise impair its ability to honor the commitments made herein (in each case, after giving effect to applicable insurance coverage). The Organization is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Organization's financial statements, heretofore furnished to LFUCG and its Economic Development Investment Board, are true and complete in all material respects, have been prepared on the cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Organization's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Organization's financial condition, properties, or businesses.

4.5 Default. No Event of Default exists under this Loan Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Organization does represent and certify that the financial incentives being provided by the LFUCG are necessary for the development of a senior living community with onsite medical clinic and the Project, and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.15, above.

SECTION 5
Events of Default

Each of the following shall constitute an Event of Default under this Loan Agreement:

5.1 Payments. The failure of the Organization to make payments of under the Note or this Loan Agreement when same shall be due and payable and the continuation of such failure for ten (10) days after such payment first becomes due.

5.2 Covenants and Agreements. If the Organization violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, representation, or other provision contained or referred to in, or any non-monetary default occurs under, the Loan Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided herein) after LFUCG has given written notice thereof to the Organization. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Loan Documents to which Organization is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Loan Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Organization, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Loan Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Organization from LFUCG.

5.5 Dissolution or Termination of Existence. If the Organization or any person, firm, or corporation controlling the Organization takes any action that is intended to result in the Organization's termination, dissolution, or liquidation, or to cease operation of the Project for a period of at least three (3) months.

5.6 Solvency.

(a) If the Organization shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Loan Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Organization in proceedings under the federal bankruptcy laws (in effect on the day of this Loan Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator of all or any material part of the Organization's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.8 Loan Documents. If, for any reason, any of the Loan Documents to which Organization is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Organization as to the validity or enforceability thereof.

SECTION 6
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the Loan immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Loan Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7
Conditions Precedent

LFUCG's obligation to make the Loan shall be conditioned upon the fulfillment of the following conditions prior to the making of such Loan:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Organization in its application to LFUCG or relating to any of the Loan Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Loan is made and shall be so evidenced by a certificate executed by the Organization's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Loan.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Organization shall have observed or complied with all provisions of this Loan Agreement.

7.4 Insurance Policy. The Organization shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.5 Employment Waiver and Authorization. The Organization hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people employed by the Organization at the Project Site, and the number of hours worked by those employees. The Organization hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Loan Agreement.

7.6 Corporate Existence and Authorization. The Organization shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Kentucky Secretary of State's Office and copies of its Articles of Incorporation and any amendments thereto.

7.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Organization of any of their respective rights or duties under this Agreement or the other Loan Documents.

7.8 Review and Recommendation from the Division of Planning. Organization shall receive the approval from LFUCG's Division of Planning prior to receiving any funds under the Loan Documents, including any approvals necessary from LFUCG's Planning Commission for the operation of a senior living facility with an onsite medical clinic on the Project Site.

SECTION 8
Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect to, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by

statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Organization's obligations under the Loan Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Loan Agreement shall bind and benefit the Organization and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Organization of its rights and obligations under this Loan Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Loan Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Loan Agreement.

8.5 Governing Law. The Loan Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Loan Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Loan Agreement and the Loan Documents to which Organization is a party brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

8.7 Entire Agreement. These Loan Documents shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter, including, without limitation, the June 27, 2024 Forgivable Loan Agreement and exhibits therein.

8.8 Assignments or Modifications. The Organization may not assign its rights under this Loan Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Loan Agreement may be modified only in a writing executed by LFUCG and the Organization.

8.9 Severability. If any part, term, or provision of this Loan Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Loan Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Loan Agreement did not contain that particular part, term, or provision.

SECTION 9
Notices

Any notice required or permitted to be given under this Loan Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to LFUCG:
Chief Development Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
ATTN: Kevin Atkins

If to the Organization:
Red Draw Liberty LLC
1629 Ashwood Drive
Lexington, KY 40502
Attn: Garyen Denning

or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10
Survival of Covenants, Agreements, Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Organization herein shall survive the making of the Loan and the execution and delivery of the Loan Documents.

SECTION 11
Fees and Expenses; Costs of Enforcement

If any Event of Default shall occur under the Loan Documents, the Organization shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Loan Documents, including without limitation LFUCG's

reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Loan Documents.

SECTION 12
Miscellaneous Provisions

12.1 Term of Loan Agreement. The term of this Loan Agreement shall commence as of the date of this Loan Agreement's execution, and continue until the Loan and all accrued interest thereon have been paid or forgiven in full, or the Organization has performed all its other obligations hereunder, whichever occurs later.

12.2 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

12.3 Amendments. By mutual agreement, the Parties may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make any such material changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

12.4 Third Party Beneficiaries. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either the Organization or LFUCG.

12.5 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Loan Agreement are incorporated into this Loan Agreement as if set out in full in the first place that reference is made thereto.

12.6 Nonliability of LFUCG. This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the Property or for debts or claims accruing to said parties against the Borrower. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Loan Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

12.7 Multiple Counterparts. This Loan Agreement may be signed by each party upon a separate copy, and in such case, one counterpart of this Loan Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

12.8 Waiver. The waiver by either party of any breach of any provision of this Loan Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this Agreement.

12.9 Waivers by the Organization. The Organization hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Loan Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Organization have executed this Loan Agreement as of the day, month and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Printed Name: Linda Gorton

Title: Mayor

ORGANIZATION:

Red Draw Liberty LLC

By: _____

Printed Name: _____

Title: _____

ATTEST:

_____
Council Clerk

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

The foregoing Forgivable Loan Agreement was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025 by _____ of Red Draw Liberty LLC, for and on behalf of said Organization, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

EXHIBIT A

APPLICATION

EXHIBIT B

PROMISSORY NOTE

Borrower: Red Draw Liberty LLC of 1629 Ashwood Drive Lexington, KY 40502 (the "Borrower")
LFUCG: Lexington-Fayette Urban County Government of 200 E. Main St, Lexington, KY, 40507 (the "LFUCG")
Principal Amount: $489,613.00 USD ("Loan")

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Forgivable Loan Agreement entered into by the parties on _____, 2025, (the "Loan Agreement"), up to the maximum sum of $489,613.00 USD, plus any penalty, interest, costs, fees, charges provided for in the Loan Agreement.

2. Interest will be assessed at a rate of ZERO PERCENT (0.00%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of the Loan Agreement, additional interest in an amount of twelve percentage points (12%) per annum may be assessed at the sole discretion of LFUCG.

3. Should an Event of Default occur under the terms of the Loan Agreement, the LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the principal and interest immediately due and payable. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of twelve percentage points (12%) per annum from the date of demand until paid.

4. Payment on the Loan shall be deferred as long as the Borrower complies with the terms of the Loan Agreement. Upon completion of the Project to the sole satisfaction of LFUCG within two years of the execution of the Loan Agreement, one hundred percent (100%) of the remaining principal and interest shall be forgiven as long as the Borrower remains in compliance with the Loan Agreement for the entirety of Loan Agreement's term.

5. If the Borrower has outstanding principal at the end of year twelve (12), the Borrower shall repay the balance of the Note to the LFUCG.

6. At any time while not in default under this Note or the Loan Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG without further bonus or penalty.

7. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Loan Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the

Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear additional interest of twelve (12) percent per annum from the date of demand until paid.

8. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.

9. This Note will be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

10. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower and the LFUCG. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of Red Draw Liberty LLC, a Kentucky Limited Liability Company, on this _____ day of _____, 2025.

Red Draw Liberty LLC

By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Promissory Note was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of Red Draw Liberty LLC, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

4919-1455-2656, v. 1

EXHIBIT C

Request for Reimbursement

The undersigned, _____, in his/her capacity as _____ of Red Draw Liberty LLC, a Kentucky Limited Liability Company (the "Borrower") hereby certifies that:

1. The Lexington-Fayette Urban County Government (the "LFUCG") and the Borrower executed a Forgivable Loan Agreement ("Loan Agreement") in the amount of four hundred eighty-nine thousand six hundred and thirteen dollars and zero cents ($489,613.00), for reimbursement of eligible Public Infrastructure construction expenses related to the Project, as defined and described in the Loan Agreement.

2. Pursuant to the Loan Agreement, the Borrower agreed to hire, and has hired (or agrees to hire by the completion of the Project), a minimum of fifty (50) new permanent full-time jobs working on the Project Site in Lexington-Fayette County, as provided in the Loan Agreement.

3. The Borrower requests a disbursement of _____ for reimbursement of public infrastructure construction expenses listed in the application.

4. The Borrower understands that any provision of funds by LFUCG is conditioned upon Borrower's fulfillment of the terms of the Loan Agreement and review and approval by LFUCG of all documentation provided by Borrower justifying the expense to ensure all funds are used as reimbursement for construction of Public Infrastructure as required by the Loan Agreement. The Borrower further understands that LFUCG may request additional documentation and that payment by LFUCG is not a waiver of any Event of Default.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of Red Draw Liberty LLC, a Kentucky Limited Liability Company, which is registered to do business in Kentucky on this _____ day of _____, 2025.

Red Draw Liberty LLC
By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF _____)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of Red Draw Liberty LLC, a Kentucky Limited Liability Company, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

4919-1455-2656, v. 1

EXHIBIT D

BIANNUAL REPORT

4919-1455-2656, v. 1

Date:	**Report 1 or 2 of year _____**
Company/Organization Name:	**Company/Organization Address:**
Fund Program: Public Infrastructure Program	**Date Approved Infrastructure Completed:**

Minimum Number of Jobs to be Created by the Agreement:		**Total Number of Jobs Currently Created by the Agreement:**	
Median Hourly Wage: **Mean Hourly Wage:**		**Total Payroll of New Jobs Created by the Agreement:**	

I, _____, hereby attest to the accuracy of the information provided above in accordance with the Agreement and understand that the LFUCG retains the right to conduct an audit for purpose of verification.

Signature	**Title**
Print Name	**Date**

Schedule 1 to Exhibit D

	Employee Name	**Employee Address**	**Date of Hire**	**Title**	**Hours Worked Per Week**	**Annual Wage**
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

4919-1455-2656, v. 2

Memorandum

Date: June 12, 2025 (UPDATED: July 25, 2025)

To: Economic Development Investment Board

From: Craig Bencz, Administrative Officer Sr.

Re: Amended Public Infrastructure Program Application – Red Draw Liberty Infrastructure Improvements

Summary

NOTE: Updated text indicated in red.

Project Address: 2156 Liberty Road, 40509

Applicant: Red Draw Liberty, LLC

Contact/Agent: Garyen Denning, Red Draw Liberty, LLC

Request: Red Draw Liberty, LLC ("Applicant") has requested an amendment to their Forgivable Loan Agreement to extend the deadline to begin project construction. This delay resulted from a change in use on the site from 216 multifamily residential units to a 200-unit senior living community. The new use will incorporate independent living, assisted living, memory care facilities, and an onsite medical clinic. There are no changes to the design or cost of approved sanitary sewer infrastructure improvements resulting from the change in use.

The Applicant received approval from the EDIB for a forgivable loan in the amount of $489,613 for sanitary sewer infrastructure improvements to serve a ten-acre site located at 2156 Liberty Road. The application was approved by the EDIB on May 7, 2024, and subsequently received Council approval on July 9, 2024 (Resolution 372-2024).

Section 3.9 of the Forgivable Loan Agreement requires that construction of the Project be "…commenced within twelve months of the date of this Agreement's execution". The applicant has requested an extension of this deadline for one year from the date of Council approval of this Amendment to allow adequate time for permitting and the start of construction.

The previous staff report has been attached for reference, as public infrastructure improvements and the infrastructure funding request remain unchanged. The applicant still intends to utilize these funds for the installation of a sanitary sewer main line, removal of an existing pump station, demolition, and restoration.

The total project cost is approximately $90 million, inclusive of $1,061,518 in sanitary sewer improvement costs. **The change in use from multifamily residential to senior living will result in an increase in new jobs from two full-time positions to at least fifty (50) full-time positions to serve the senior living and medical clinic uses.**

The development plan for the proposed senior living use was approved by the Planning Commission on April 10, 2025.

Staff Recommendation

Staff recommends approval of a one-year extension to Red Draw Liberty, LLC's existing Forgivable Loan Agreement, subject to the following conditions, consistent with the existing Agreement:

- Amending Section 3.15 (Jobs Requirement) of the Agreement to require the hiring of at least fifty (50) full-time employees for at least a period of ten (10) years from the completion of Project construction.
- Loan forgiveness will continue to be conditioned on the satisfactory completion of the project and compliance with program requirements.
- Disbursement of funds will occur subsequent to proof of expenditure on approved infrastructure.
- Loan funds will be revoked if construction does not commence within 12 months of approval of the extension by the Council.
- Loans are to be provided at a rate of 0% interest for a term not to exceed ten years.

Note: After EDIB consideration, the applicant and Board agreed to allow the existing Forgivable Loan Agreement to expire and enter into a new Agreement, reflecting the amended use of the site to a senior living community and increasing the number of required jobs to fifty (50).

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

Memorandum

Date: May 3, 2024

To: Economic Development Investment Board

From: Craig Bencz, Administrative Officer Sr.

Re: Public Infrastructure Program Application – Red Draw Liberty Infrastructure Improvements

Summary

Project Address: 2156 Liberty Road, 40509

Applicant: Red Draw Liberty, LLC

Contact/Agent: Garyen Denning, Red Draw Liberty, LLC

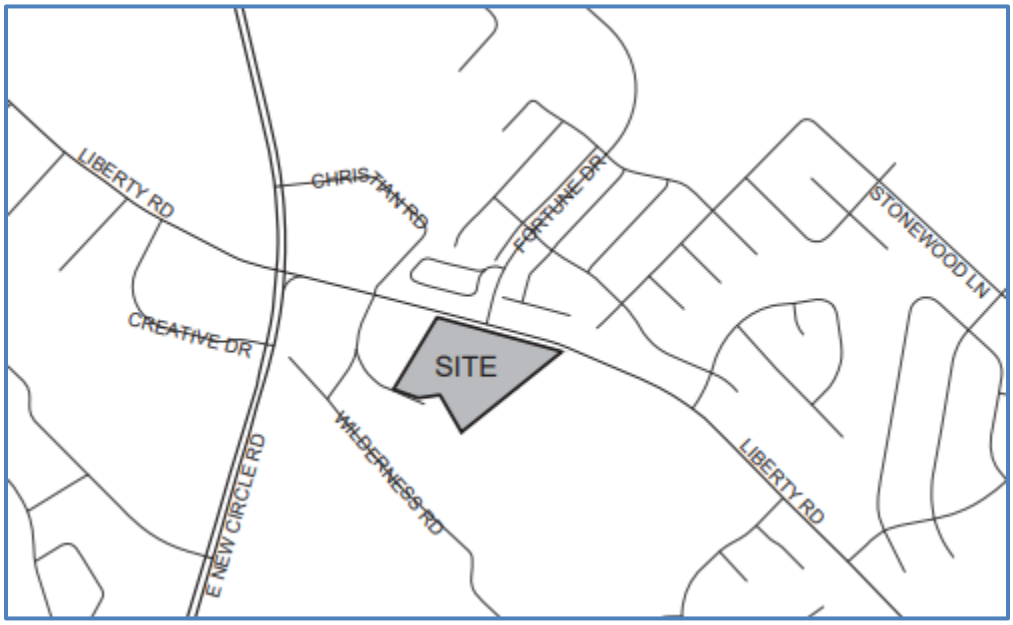
Request: Red Draw Liberty, LLC ("Applicant") is requesting $500,000 in the form of a forgivable loan for the installation of sanitary sewer and stormwater infrastructure for the redevelopment of the site for multifamily residential use. The scope of work includes boring sanitary lines underneath Liberty Road to tie into the existing system and extension of a stormwater main. The total cost of the sanitary and stormwater infrastructure improvement is $1,092,768 inclusive of soft costs. Total project cost is estimated at $52.7 million for the construction of "216 (multi-family) units with a mix of one-, two-, and three-bedroom apartments in a three-story garden style design" on a 10 acre site.

Infrastructure Cost Summary:

Site work – Sanitary Sewer	$60,000
Sanitary Sewer Construction	$365,750
Sanitary Sewer Contingency ($63,863), A&E, Inspection	$106,438
Site Work – Stormwater	$275,000
Stormwater Construction	$173,464
Stormwater Contingency ($67,270), A&E, Inspection	$112,117
Total	**$1,092,768**

Request for PIP Funding:	**$500,000**
Total Project Cost (inclusive of road improvement):	**$52.7 million**
Request as a Percentage of Total Project Cost	**Less than 1%**

Project Location:



Summary Staff Report

Background Information

Red Draw Liberty, LLC has proposed the development of 216 apartment units on a 10 acre site located at 2156 Liberty Road. This site combines two parcels of land and is contingent upon the final approval of a rezoning to R-4 (Medium Density Residential).

The application states that the site is "currently underutilized and consists of five structures in poor condition. For the past 8 years the site has been used as a construction dump site and has various piles of construction debris across the property. The site requires all main utilities to be installed including sanitary sewer and stormwater systems."

This project will also eliminate the Paradise Lane pump station (700 Wilderness Road), which will remove maintenance requirements for same. The Division of Water Quality supports this request and is reviewing potential cost sharing with the applicant for this improvement.

Public Infrastructure Fund Request

The applicant is requesting $500,000 in Public Infrastructure Program funding to construct off- and on-site sanitary sewer and stormwater infrastructure. Funds will be utilized to:

- Install a sanitary sewer main that will tie into the existing sanitary sewer system north of Liberty Road, including boring the sanitary sewer lines underneath Liberty Road for system tie-in; and
- Extension of a stormwater main running west to east across the property and connecting to existing infrastructure east of the property.

The total cost of the infrastructure improvements is $1.1 million, and this request represents less than 1% of the total project budget ($52.7 million).

Compliance with Program Requirements

The application as proposed meets the following policy criteria established for Public Infrastructure Program fund applications:

- The maximum amount of individual project funding will not exceed the lesser of $500,000 or 10% of total project costs.
    - The request represents less than 1% of the total project budget, and the applicant has requested $500,000.

- Program funds must assist applicants with public infrastructure improvements and should provide a public benefit.
    - Sanitary sewer and stormwater infrastructure are approved uses of funds under this program. The applicant has stated that the sanitary sewer improvements will serve other users including the adjacent school and existing homes. **The stormwater system will be constructed on site and will only serve the project site. For this reason, staff recommends only funding the sanitary sewer infrastructure portion of this application:**
        - Site work: $60,000
        - Construction: $365,750
        - Contingency: $63,863
        - **TOTAL RECOMMENDATION FOR FUNDING: $489,613**
- Program funds must be used only for actual construction costs.
    - The applicant has not proposed reimbursement for any soft costs in this application.
- The Project must comply with the Comprehensive Plan.
    - The Division of Planning will review this project for compliance with the Comprehensive Plan upon completion of the Zone Change.
- The Project must comply with Engineering manuals and related requirements.
    - The Division of Engineering has confirmed compliance with this requirement.
- The Project must start construction within one year.
    - The project is expected to start construction by November 2024 and will be completed in by fall 2026. Sanitary sewer infrastructure improvements will be completed by December 2024.
- The Project must result in long-term job creation.
    - The application states that two full-time positions will be created at the project site for a general manager and an on-site technician.
- The applicant must provide evidence of their ability to leverage private or other external (non-LFUCG) funds.
    - The applicant has submitted evidence of project funding commitments.

Staff Recommendation

Staff recommends approval of a forgivable project loan through allocation of Public Infrastructure Program funds in the amount of $489,613 for sanitary sewer infrastructure improvements with the following conditions and considerations:

- Subject to review and a recommendation of approval by the Division of Planning upon completion of the Zone Change process.

- Subject to EDIB review and recommendation regarding the loan amount and forgivability of the loan.
- Loan forgiveness is conditioned on the satisfactory completion of the project and compliance with program requirements.
- Disbursement of funds will occur subsequent to proof of expenditure on approved infrastructure.
- Loan funds will be revoked if construction does not commence within 12 months of approval of funding by the Council.
- Loans are to be provided at a rate of 0% interest for a term not to exceed ten years.

RESOLUTION NO. 372 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FORGIVABLE LOAN AGREEMENT AND RELATED DOCUMENTS WITH RED DRAW LIBERTY LLC, PURSUANT TO THE PUBLIC INFRASTRUCTURE PROGRAM, FOR SANITARY SEWER INFRASTRUCTURE IMPROVEMENTS AS WELL AS THE CREATION OF JOBS, AT A COST NOT TO EXCEED $489,613.00.

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 Forgivable Loan Agreement, which is attached hereto and incorporated herein by reference, and related documents, with Red Draw Liberty LLC, pursuant to the Public Infrastructure Program, for sanitary sewer infrastructure as well as the creation of jobs.

Section 2 – That an amount, not to exceed the sum of $489,613.00, be and hereby is approved for payment to Red Draw Liberty LLC, from account # 1144-133004-0001-78103, pursuant to the terms of the Forgivable Loan Agreement.

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

PASSED URBAN COUNTY COUNCIL: July 9, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0687-24:EPT:4873-8645-4477, v. 1

FORGIVABLE LOAN AGREEMENT

THIS LOAN AGREEMENT ("Loan Agreement"), dated as of this 27th day of June, 2024, is made by and between:

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507
on("LFUCG")

And

Red Draw Liberty LLC
a Kentucky Limited Liability Company
1629 Ashwood Drive
Lexington, KY 40502
("Organization")

Witnesseth

WHEREAS, Organization proposes to develop two hundred and sixteen apartment units on a ten acre site located at 2156 Liberty Road, which has largely been underutilized within the Urban Service Area; and

WHEREAS, the apartment complex requires sanitary sewer improvements which will benefit surrounding properties and eliminate a pump station currently maintained and operated by the LFUCG ("the Project"); and

WHEREAS, the Organization has applied for funding under LFUCG's Public Infrastructure Program; and

WHEREAS, the Organization's application for funding under the Public Infrastructure Program ("the Program") complies with the requirements of the Program; and

WHEREAS, Organization has committed to the hiring and retention of two additional qualified employees in Fayette County for at least the period of time provided in this Agreement; and

WHEREAS, LFUCG recognizes that the Project will provide a benefit to the community and that the location of this Project will be of significant benefit to Fayette County, both economically and through improvement of infrastructure; and

WHEREAS, LFUCG finds that the provision of economic incentives from the Public Infrastructure Fund towards the Project, provided herein, is in the public interest as it will

create new jobs, will provide critical sanitary sewer infrastructure, and will reduce LFUCG costs associated with maintaining a pump station; and

WHEREAS, the Organization is agreeable to accepting the funding provided pursuant to this Agreement with the understanding that its use is limited to offsetting costs directly related to the Project and as further restricted through the terms of this Loan Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

Recital

This Loan Agreement ("Agreement") provides for a forgivable loan in the amount of four hundred eighty-nine thousand six hundred and thirteen dollars and zero cents **($489,613.00)** from LFUCG to Red Draw Liberty LLC (hereinafter "Organization") pursuant to the terms of this Agreement. In order to induce LFUCG to enter into this Loan Agreement and to make the Loan, the Organization is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1
Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Organization's accountant unless explicitly authorized by LFUCG.

An "Affiliate" of, or a Person "Affiliated" with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

"Disbursement" shall mean the distribution of proceeds of the Loan by LFUCG to Organization.

"Employee" shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined below) at the Project Site, which shall be located in Fayette County, Kentucky, as opposed a part-time employee or independent contractor, hired after the effective date of this Agreement and retained by the Organization and working in Fayette County for any portion of the time between the date construction of the Project is completed and the ten (10) year anniversary thereof.

"Event of Default" shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Loan Agreement.

"Full Time Job" shall mean a job held by a person employed (an employee) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the local occupational license fee.

"Gross Salaries" shall mean the salaries and wages paid to the Organization's Employees, as defined above.

"Hire" or its derivative shall mean the creation of a new Full Time Job in Lexington-Fayette County.

"Jobs Requirement" shall have the meaning set forth in Section 3.15, hereof.

"Loan" shall mean the forgivable loan in the principal amount of ($489,613.00) from LFUCG to the Organization as further provided in Section 2 of this Loan Agreement, as evidenced by the Note attached as Exhibit B to this Agreement.

"Loan Documents" shall mean this Loan Agreement and Exhibits to this Agreement, and all other instruments or agreements related thereto.

"LFUCG" shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

"Note" shall mean the promissory note attached as Exhibit B to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Organization" shall mean Organization and any subsidiary companies or other affiliates owned or controlled by Organization in Fayette County.

"Person" shall mean any person, firm, trust, corporation, partnership, limited liability Organization, business organization, or other entity.

"Project" shall mean certain sanitary sewer improvements on the property located at 2156 Liberty Road, as further described in the attached Exhibit A, which is incorporated herein by reference. Organization understands and agrees that any material change to the proposed Project will require the advance written approval of LFUCG.

"Project Site" shall mean the property on which the Project, as further described in Exhibit A which is incorporated herein by reference, is located, and which the Organization has an access easement thereto.

"Public Infrastructure" shall have the same definition as provided in LFUCG Ordinance No. 141-22 pertaining to the Public Infrastructure Fund.

"Public Infrastructure Fund" shall mean the fund created pursuant to LFUCG Ordinance No. 141-22.

"Request for Disbursement" shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Loan, in form, substance, and detail satisfactory to the LFUCG.

SECTION 2
The Loan

LFUCG agrees to provide the Organization with a forgivable loan (the Loan) in accordance with the terms and condition of the Loan Documents, as follows:

2.1 Amount. The principal amount of the Loan shall be up to a maximum amount of four hundred eighty-nine thousand six hundred and thirteen dollars and zero cents (**$489,613.00**), as evidenced by the Note attached hereto and made a part hereof as Exhibit B.

2.2 Interest. Interest at the rate of zero percent (0.00%) of the outstanding principal shall be assessed annually. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of twelve percent (12%) per annum from the date of default shall be assessed.

2.3 Disbursement. Disbursements of proceeds of the Loan shall be made by LFUCG to the Organization as reimbursement for qualifying Public Infrastructure expenditures on the Project Site. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Loan set forth in Article 7 of this Agreement and in each of the other Loan Documents, and (iii) LFUCG has received properly completed and executed copies of Exhibit C not less than thirty (30) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG.

2.4 Payments. Payment on the Loan shall be deferred as long as the Organization complies with the Loan Documents. Should the sanitary sewer infrastructure Project be completed, to the sole satisfaction of LFUCG, within two years from the execution of this Agreement, one hundred percent (100%) of the outstanding principal and interest shall be forgiven if Organization has otherwise fully complied with the terms of the Loan Documents and satisfied all duties and obligations established thereunder.

Notwithstanding the above, in the event the sanitary sewer infrastructure Project is not completed, to the sole satisfaction of LFUCG, within two (2) years after execution of this Agreement, the Loan shall be repaid in forty (40) consecutive quarterly installments of principal and interest all of which shall be due on the first day of each quarter. The number of quarterly installments may be amended by agreement of the Mayor, with approval of the Economic Development Investment Board, and the Borrower, provided the change does not reduce the amount repaid to LFUCG by the Borrower. Otherwise,

any amendment affecting the number of quarterly installments shall require Council approval. The amount due for any given payment, which shall be determined by LFUCG and provided to Borrower, shall be calculated as the amount that would be required to fully repay all distributions already made at the time of payment, plus applicable interest, fees, penalties, and costs, in quarterly payments, by the conclusion of the repayment term. The first payment shall be due thirty (30) days after the two year anniversary of this Agreement.

In the event of default, the entire principal distributed at the time of default, interest, and any additional interest as provided in Section 2.2, shall be due and payable within ten (10) days of LFUCG providing Organization with a written notice of demand of the balance owing, as provided in Section 6.1 of this Agreement. All outstanding amounts will bear interest as provided in the Note and Section 2.2 of this Agreement.

2.5. Prepayment. The Organization shall have the right at any time and without penalty to prepay the Note in whole or in part.

2.6. Ceasing Disbursement. The LFUCG may, at its sole discretion, cease any future disbursement(s) should any Event of Default occur prior to that disbursement being sent.

SECTION 3
General Covenants

In consideration for the provision of the Loan by LFUCG, the Organization agrees that, until the terms of this Agreement are fulfilled or as otherwise provided, it shall perform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Organization shall not, without the prior written consent of LFUCG:

(a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;

(b) Substantially cease its business operations at the Project Site;

(c) Enter into any agreement for the assumption of the Loan by any other Person; or,

(d) Undertake a change in majority ownership, management, or control.

3.2 Financial Statements and Business Records. The Organization shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied, and keep business records in accordance with good business practices in the industry. Upon LFUCG's request or the request of its Economic Development Investment Board at reasonable times and places, the Organization shall make its business records available to LFUCG for inspection on a confidential basis. During the term of the Loan, the Organization shall furnish to LFUCG annual financial

reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Organization shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report ("Information") shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

3.3 Designation of Agent. The Organization shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky, to accept service of process. The Organization shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Organization shall pay as they become due all taxes, assessments, governmental charges, levies, and any other claims e.g. labor, materials, supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Organization's property, unless the Organization is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Loan Proceeds. The proceeds of the Loan shall be used exclusively for the construction of necessary public infrastructure related to the Project, including sanitary sewer, public parking, public transit improvements/enhancements, public sidewalks, public multi-use paths and public roads (curb, gutter, and utility relocation as needed) and those expenses typically related to hard construction costs. Loan proceeds may not be used for project design, engineering, and other soft costs. Notwithstanding anything in the Loan Documents, the proceeds of the Loan may not be used for stormwater infrastructure.

3.6 Properties and Insurance. The Organization shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Loan. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 5 hereof.

3.7 Entity Existence. The Organization shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Organization shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses

issued to it, except where non-compliance (a) would not have a material adverse effect on the Organization's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Construction of the Project. Construction of the Project shall be commenced within twelve months from the date of this Agreement's execution.

3.10 Indemnification. The Organization shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) directly arising out of or in connection with the Organization's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Organization acknowledges and agrees that this indemnity provision shall survive the termination of this agreement.

3.11 Access. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Loan Agreement.

3.12 Equal Opportunity; Fairness Ordinance. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Loan Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

3.14 Dedication of Project to Government. Organization agrees to dedicate the Project to LFUCG upon completion and acceptance by LFUCG, if requested by LFUCG.

3.15 Jobs Requirement.

The Organization shall hire and retain two employees in Fayette County for at least a period of ten (10) years from the completion of the Project's construction as determined in the sole discretion of LFUCG. Biannually each year (in June and December), Organization shall provide LFUCG, on a form substantially similar to Exhibit D, with a

certification of the following information: (i) the number of jobs maintained by the Organization in Fayette County as the date of submittal and the Gross Salaries related to its Employees/aggregate payroll in Fayette County; (ii) the aggregate real and personal property improvements made prior to such date; and (iii) a written certification of compliance with the terms and conditions of the Loan Documents.

3.16 Sale of Project Site. Organization shall receive the approval of LFUCG prior to any transfer of the Project Site.

SECTION 4
Representations and Warranties

The Organization hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Loan Agreement):

4.1 Existence. The Organization is a duly organized and validly existing corporation under the laws of the Commonwealth of Kentucky qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Organization's ability to meet its obligations hereunder. The Organization shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Organization shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Organization has the legal power, capacity, and right to execute and deliver all of the Loan Documents to which it is a party, and to observe and perform all of the provisions of the Loan Documents to which it is a party. Neither the Organization's execution or delivery of the Loan Documents nor the performance or observance by the Organization of the provisions of the Loan Documents violates any law applicable to it or otherwise constitutes a default or a violation under, or results in the imposition of any lien under, or conflicts with, or results in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Loan Documents to which Organization is a party on behalf of the Organization has been duly authorized to do so, and the Loan Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Organization enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Organization is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Organization's financial condition or otherwise impair its ability to honor the commitments made herein

(in each case, after giving effect to applicable insurance coverage). The Organization is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Organization's financial statements, heretofore furnished to LFUCG and its Economic Development Investment Board, are true and complete in all material respects, have been prepared on the cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Organization's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Organization's financial condition, properties, or businesses.

4.5 Default. No Event of Default exists under this Loan Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Organization does represent and certify that the financial incentives being provided by the LFUCG are necessary for the development of apartments and the Project, and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.15, above.

SECTION 5
Events of Default

Each of the following shall constitute an Event of Default under this Loan Agreement:

5.1 Payments. The failure of the Organization to make payments of under the Note or this Loan Agreement when same shall be due and payable and the continuation of such failure for ten (10) days after such payment first becomes due.

5.2 Covenants and Agreements. If the Organization violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, representation, or other provision contained or referred to in, or any non-monetary default occurs under, the Loan Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided herein) after LFUCG has given written notice thereof to the Organization. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Loan Documents to which Organization is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Loan Agreement, or otherwise, shall be materially

false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Organization, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Loan Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Organization from LFUCG.

5.5 Dissolution or Termination of Existence. If the Organization or any person, firm, or corporation controlling the Organization takes any action that is intended to result in the Organization's termination, dissolution, or liquidation, or to cease operation of the Project for a period of at least three (3) months.

5.6 Solvency.

(a) If the Organization shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Loan Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Organization in proceedings under the federal bankruptcy laws (in effect on the day of this Loan Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator of all or any material part of the Organization's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.8 Loan Documents. If, for any reason, any of the Loan Documents to which Organization is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Organization as to the validity or enforceability thereof.

SECTION 6
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the Loan immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Loan Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7
Conditions Precedent

LFUCG's obligation to make the Loan shall be conditioned upon the fulfillment of the following conditions prior to the making of such Loan:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Organization in its application to LFUCG or relating to any of the Loan Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Loan is made and shall be so evidenced by a certificate executed by the Organization's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Loan.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Organization shall have observed or complied with all provisions of this Loan Agreement.

7.4 Insurance Policy. The Organization shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.5 Employment Waiver and Authorization. The Organization hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people employed by the Organization at the Project Site, and the number of hours worked by those employees. The Organization hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Loan Agreement.

7.6 Corporate Existence and Authorization. The Organization shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Kentucky Secretary of State's Office and copies of its Articles of Incorporation and any amendments thereto.

7.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Organization of any of their respective rights or duties under this Agreement or the other Loan Documents.

7.8 Review and Recommendation from the Division of Planning. Organization shall receive the approval from LFUCG's Division of Planning prior to receiving any funds under the Loan Documents, including any approvals necessary from LFUCG's Planning Commission for the operation of an apartment complex on the Project Site.

SECTION 8
Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect to, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Organization's obligations under the Loan Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Loan Agreement shall bind and benefit the Organization and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Organization of its rights and obligations under this Loan Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Loan Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Loan Agreement.

8.5 Governing Law. The Loan Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Loan Agreement may only be brought in or entered by, as

the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Loan Agreement and the Loan Documents to which Organization is a party brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

8.7 Complete Agreement. This Loan Agreement and the other instruments referred to herein contain the entire agreement of the parties pertaining to its subject matter and supersede all prior written and oral agreements pertaining hereto.

8.8 Assignments or Modifications. The Organization may not assign its rights under this Loan Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Loan Agreement may be modified only in a writing executed by LFUCG and the Organization.

8.9 Severability. If any part, term, or provision of this Loan Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Loan Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Loan Agreement did not contain that particular part, term, or provision.

SECTION 9
Notices

Any notice required or permitted to be given under this Loan Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to LFUCG:
Chief Development Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
ATTN: Kevin Atkins

If to the Organization:
Red Draw Liberty, LLC
1629 Ashwood Drive
Lexington, KY 40502
Attn: Garyen Denning

or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10
Survival of Covenants, Agreements, Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Organization herein shall survive the making of the Loan and the execution and delivery of the Loan Documents.

SECTION 11
Fees and Expenses; Costs of Enforcement

If any Event of Default shall occur under the Loan Documents, the Organization shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Loan Documents, including without limitation LFUCG's reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Loan Documents.

SECTION 12
Miscellaneous Provisions

12.1 Term of Loan Agreement. The term of this Loan Agreement shall commence as of the date of this Loan Agreement's execution, and continue until the first date on which the Loan and all accrued interest thereon shall have been paid in full and the Organization shall have paid or performed all its other obligations hereunder.

12.2 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

12.3 Amendments. By mutual agreement, the Parties may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make any such material changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

12.4 Third Party Beneficiaries. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either the Organization or LFUCG.

12.5 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Loan Agreement are incorporated into this Loan Agreement as if set out in full in the first place that reference is made thereto.

12.6 Nonliability of LFUCG. This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the Property or for debts or claims accruing to said parties against the Borrower. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Loan Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

12.7 Multiple Counterparts. This Loan Agreement may be signed by each party upon a separate copy, and in such case, one counterpart of this Loan Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

12.8 Waiver. The waiver by either party of any breach of any provision of this Loan Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this Agreement.

12.9 Waivers by the Organization. The Organization hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Loan Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Organization have executed this Loan Agreement as of the day, month and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

Printed Name: Linda Gorton

Title: Mayor

ORGANIZATION:

Red Draw Liberty, LLC

By: _____

Printed Name: Garyen Denning

Title: Partner

ATTEST:

_____

Council Clerk

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Fayette)

The foregoing Forgivable Loan Agreement was sworn to, subscribed and acknowledged before me on this 14th day of June, 2024 by Garyen Denning of Red Draw Liberty, LLC, for and on behalf of said Organization, which is registered to do business in Kentucky.

SUSAN E. WALKER NOTARY PUBLIC STATE AT LARGE, KENTUCKY COMMISSION # KYNP38567 Exp. 11/29/25

Susan E Walker

Notary Public

My commission expires: Nov 29, 2025

#KYNP38567

4893-6804-0894, v. 1

EXHIBIT A

APPLICATION

Form Name:	Application for Infrastructure Fund
Submission Time:	April 6, 2024 8:38 am
Browser:	Safari 16.3 / OS X
IP Address:	217.180.201.214
Unique ID:	1212331062
Location:	

Application for Infrastructure Fund

Project name	Red Draw Liberty
Project address	2156 Liberty Road Lexington, KY 40509
Applicant Company Name	Red Draw Liberty, LLC
Primary Contact Name	Garyen Denning
Primary Contact Phone	[redacted]
Primary Contact Email Address	[redacted]
Project Description	Red Draw Liberty is a multi-family housing development located at 2156 Liberty Road. The development will consist of 216 units with a mix of one-, two-, and three-bedroom apartments in a three-story garden style design. The project will also consist of a clubhouse, pool, dog park area, and various amenities for residents of the complex. The 10-acre project consists of two parcels of land being combined and rezoned into R-4 medium density residential. The developer Red Draw has been working with agencies at LFUCG on this project as it relates to sanitary and stormwater infrastructure as well as the Division of planning and those associated departments.
Public Infrastructure Proposed for Funding	The project site is currently underutilized and consists of five structures in poor condition. For the past 8 years the site has been used as a construction dump site and has various piles of construction debris across the property. The site requires all main utilities to be installed including sanitary sewer and stormwater systems. The grant funding will be used for installation of sanitary sewer and stormwater systems installation to take the undeveloped site and create a multi family residential community. These funds will be used to help fund the sanitary sewer main that will service the property and tie into the existing sanitary sewer system north of Liberty Road. A complete sanitary sewer analysis is attached to this report. The scope of work includes boring the sanitary sewer lines underneath Liberty Road to allow for a tie into the existing system. Funds will also be used towards extension of the stormwater main running from west to east across the property and connecting to existing infrastructure east of the property. The stormwater main currently accommodates watershed from Wilderness Trail and Paradise Lane.

Expected Impact of Public Infrastructure	Expected impact of public infrastructure: Provide a description of the impact the construction of the public infrastructure will have on the surrounding area and existing infrastructure system. The infrastructure improvements will allow for the construction of much needed apartments in the Lexington market. There is currently no available sanitary sewer to accommodate such a project. The project will also eliminate the Paradise Lane pump station and allow those sanitary sewer lines to tie into what is being installed on property. The surrounding area will not be impacted based on the sanitary sewer analysis attached herein that shows available capacity at the existing sanitary sewer manhole at 2100 Hadden Drive.
Cost Estimate	Phase 1 - Infrastructure and Prelim Work: Land Purchase - $1,790,000 Soft Costs - $226,050 Prelim Earth Work (Cut/Fill/Export, Erosion Control) -$1,352,885 Sanitary and Storm Infrastructure - $1,061,518 Interest Carry - $193,483 Project Contingency - $380,545 Total Phase 1 - $5,004,481 Phase 2 - Vertical Construction Site Work - $7,146,577 A&E/MEP - $2,500,000 Hard Costs - $26,100,826 Developer Fee - $1,937,500 GC Fee - $1,928,582 Construction Contingency - $1,836,745 FF&E - $1,758,048 Debt Placement Fee - $498,000 Equity Placement Fee - $513,000 Initial Operating Deficit - $450,000 Development and Impact Fees - $667,927 Legal and Closing - $450,000 Construction Interest Reserve - $1,900,000 Total Phase 2 - $47,687,205
Eligible Expenses	Sanitary Installation and Storm Water Project total costs is $1,061,518 that would qualify for the $500,000 grant. See attached detail on these costs with the stamped engineering plans being attached.
Division of Planning Compliance	https://www.formstack.com/admin/download/file/16175046817
Stamped Engineering Plans	https://www.formstack.com/admin/download/file/16175046818
Evidence of Project Financing	https://www.formstack.com/admin/download/file/16175046819

Other LFUCG Funds	Project plans include the elimination of the Paradise Lane pump station. The elimination of this pump station is advantageous to LFUCG to eliminate the pump station ongoing maintenance and servicing and residents currently utilizing this pump station into the main sanitary sewer system. Red Draw has requested that the Division of Water Quality contribute a portion of the costs of the pump station removal and tie into the sanitary sewer main. The amount is undetermined at this time but targeted at $300,000. Other than the pump station funding assistance, Red Draw has not requested any additional funds from the city aside from this infrastructure grant application.
Other Public Funds	None Red Draw requests that this infrastructure grant in the amount of $500,00 be forgiven upon completion and acceptance of the work by LFUCG.
Project Timeline:	Development Plan Approval / Site Grading Permit - June 2024 Construction Documents (Vertical) -July 2024 - Oct 2024 Construction Start - Nov 2024 Infrastructure Project (Grant) - Sanitary Sewer - Dec 2024 - May 2025 Site Clearing - Dec 2024 Sanitary Sewer Bore -Dec / Jan 2024 Earth Moving / Site Work - Dec 2024 - Apr 2025 Sanitary Sewer Installation - Mar 2024 - June 2025 Stormwater Main Tie - In - Mar 2024 Vertical Construction - June 2025 - Aug 2026 Lease Out Phase - Sep 2025 Grand Opening - Sep 2026

EXHIBIT B

PROMISSORY NOTE

Borrower: Red Draw Liberty LLC of 1629 Ashwood Drive Lexington, KY 40502 (the "Borrower")
LFUCG: Lexington-Fayette Urban County Government of 200 E. Main St, Lexington, KY, 40507 (the "LFUCG")
Principal Amount: $489,613.00 USD ("Loan")

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Forgivable Loan Agreement entered into by the parties on June 27th, 2024, (the "Loan Agreement"), up to the maximum sum of $489,613.00 USD, plus any penalty, interest, costs, fees, charges provided for in the Loan Agreement.

2. Interest will be assessed at a rate of ZERO PERCENT (0.00%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of the Forgivable Loan Agreement, additional interest in an amount of twelve percentage points (12%) per annum may be assessed at the sole discretion of LFUCG.

3. Should an Event of Default occur under the terms of the Loan Agreement, the LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the principal and interest immediately due and payable. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of twelve percentage points (12%) per annum from the date of demand until paid.

4. Payment on the Loan shall be deferred as long as the Borrower complies with the terms of the Loan Agreement. Upon completion of the sanitary sewer infrastructure Project to the sole satisfaction of LFUCG within two years of the execution of the Loan Agreement, one hundred percent (100%) of the remaining principal and interest shall be forgiven if the Borrower is otherwise in compliance with the Loan Agreement.

5. If the Borrower has outstanding principal at the end of year twelve (12), the Borrower shall repay the balance of the Note to the LFUCG.

6. At any time while not in default under this Note or the Loan Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG without further bonus or penalty.

7. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Loan Agreement as a result of any default by the Borrower, will be added to the principal

then outstanding and will immediately be paid by the Borrower. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear additional interest of twelve (12) percent per annum from the date of demand until paid.

8. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.

9. This Note will be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

10. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower and the LFUCG. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as Partner of Red Draw Liberty, LLC, a Kentucky Limited Liability Company, on this 27th day of June, 2024.

Red Draw Liberty, LLC

By: _____
Printed Name: Garyen Denning
Title: Partner

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Promissory Note was sworn to, subscribed and acknowledged before me on this 27th day of June, 2024, by Garyen Denning of Red Draw Liberty, LLC, for and on behalf of said company, which is registered to do business in Kentucky.

SUSAN E WALKER NOTARY PUBLIC COMMISSION # KYNP38567 Exp. 11/29/25 STATE AT LARGE, KENTUCKY

Susan E Walker
Notary Public
My commission expires: Nov 29, 2025
#KYNP38567

4878-1926-4191, v. 1

EXHIBIT C

Request for Reimbursement

The undersigned, _____, in his/her capacity as _____ of Red Draw Liberty, LLC, a Kentucky Limited Liability Company (the "Borrower") hereby certifies that:

1. The Lexington-Fayette Urban County Government (the "LFUCG") and the Borrower executed a Forgivable Loan Agreement ("Loan Agreement") in the amount of four hundred eighty-nine thousand six hundred and thirteen dollars and zero cents ($489,613.00), for reimbursement of eligible Public Infrastructure construction expenses related to the Project, as defined and described in the Loan Agreement.

2. Pursuant to the Loan Agreement, the Borrower agreed to hire, and has hired (or agrees to hire by the completion of the Project), a minimum of two (2) new permanent full-time jobs working on the Project Site in Lexington-Fayette County, as provided in the Loan Agreement.

3. The Borrower requests a disbursement of _____ for reimbursement of public infrastructure construction expenses listed in the application.

4. The Borrower understands that any provision of funds by LFUCG is conditioned upon Borrower's fulfillment of the terms of the Loan Agreement and review and approval by LFUCG of all documentation provided by Borrower justifying the expense to ensure all funds are used as reimbursement for construction of Public Infrastructure as required by the Loan Agreement. The Borrower further understands that LFUCG may request additional documentation and that payment by LFUCG is not a waiver of any Event of Default.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of Red Draw Liberty, LLC, a Kentucky Limited Liability Company, which is registered to do business in Kentucky on this _____ day of _____, 2024.

Red Draw Liberty, LLC
By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF _____)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2024, by _____ of Red Draw Liberty, LLC, a Kentucky Limited Liability Company, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

4882-5389-9199, v. 1

EXHIBIT D

BIANNUAL REPORT

4893-6804-0894, v. 1

Date:	**Report 1 or 2 of year _____**
Company/Organization Name:	**Company/Organization Address:**
Fund Program: Public Infrastructure Program	**Date Approved Infrastructure Completed:**

Minimum Number of Jobs to be Created by the Agreement:		**Total Number of Jobs Currently Created by the Agreement:**	
Median Hourly Wage: **Mean Hourly Wage:**		**Total Payroll of New Jobs Created by the Agreement:**	

I, _____, hereby attest to the accuracy of the information provided above in accordance with the Agreement and understand that the LFUCG retains the right to conduct an audit for purpose of verification.

Signature	**Title**
Print Name	**Date**

Schedule 1 to Exhibit D

	Employee Name	Employee Address	Date of Hire	Title	Hours Worked Per Week	Annual Wage
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Form Name: Application for Infrastructure Fund
Submission Time: May 30, 2025 3:46 pm
Browser: Safari 18.5 / OS X
IP Address: 174.225.180.27
Unique ID: 1349207523
Location:

Application for Infrastructure Fund

Project name	Red Draw Liberty
Project address	2156 Liberty Road Lexington, KY 40509
Applicant Company Name	Red Draw Liberty, LLC
Primary Contact Name	Garyen Denning
Primary Contact Phone	[redacted]
Primary Contact Email Address	[redacted]
Project Description	The Landrum Senior Living Community The Landrum is a proposed senior living community to be situated at the intersection of Liberty Road and Fortune Drive, encompassing a 10-acre parcel of land that necessitates substantial infrastructure investment. The Landrum will offer approximately 200 units, including Independent Living Villas, Independent Living, Assisted Living, and Memory Care facilities. Additionally, the project will feature an onsite medical clinic accessible to residents, employees, and the general public. Market Need and Impact Lexington faces a critical shortage of senior housing, with demand per capita surpassing that of Cincinnati, Louisville, Nashville, and Indianapolis. According to Cushman and Wakefield, the Lexington market is projected to experience a deficit of over 2,000 units by 2018. The Landrum aims to address this urgent need by providing additional senior living options, revitalizing a currently distressed parcel of land, and creating over 70 full-time jobs for community staffing.

Public Infrastructure Proposed for Funding	The project site is currently underutilized. For the past decade, it has served as a construction dump site, with various piles of debris scattered across the property. The site requires the installation of all main utilities, including sanitary sewer and stormwater systems. Grant funding will be allocated to the installation of these systems to develop the undeveloped site into a senior living community. These funds will specifically be used to finance the sanitary sewer main that will service the property and connect to the existing sanitary sewer system north of Liberty Road in addition to taking the existing city pump station adjacent to the property offline for the benefit of the surrounding property owners and LFUCG. A comprehensive sanitary sewer analysis is attached to this report. The scope of work includes boring the sanitary sewer lines underneath Liberty Road to facilitate the connection to the existing system. Additionally, funds will be utilized to extend the stormwater main running from west to east across the property and connecting to existing infrastructure east of the property. The stormwater main currently accommodates watershed from Wilderness Trail and Paradise Lane.
Expected Impact of Public Infrastructure	The subject site is located 500 yards from New Circle Road, and the development of the property aligns with the infill development objectives of LFUCG. Due to the unique challenges presented by the site, infrastructure grants are instrumental in offsetting overall project costs, thereby enhancing the project's viability. Furthermore, these enhancements contribute to the increased value of surrounding properties by eliminating the pump station along with its associated odors and spatial demands. The installation of a sanitary sewer main, as opposed to a pump station, will reduce both the time and expenses required by LFUCG to maintain the existing pump station.
Cost Estimate	The total project costs amount to $90 million. Of this sum, site work development is estimated at $5.9 million. The sanitary sewer work is estimated at $1,061,518, which would be funded by the grant money. This project comprises over 3,000 feet of sanitary sewer main line, removal of the pump station, demolition, and restoration. Other significant areas contributing to site work costs include stormwater systems, cut and fill earthwork, and site utilities. The applicant is pleased to provide a more detailed breakdown upon request.

Eligible Expenses	Sanitary Sewer $673,160 Earthwork $350,000 Storm Pipe. $408,000 Storm Structures. $180,000 More detailed can be supplied by applicant upon request.
Evidence of new on-site long-term job creation	The project will create over 50 full time jobs long term with additional jobs also being added from the medical clinic portion. The Landrum will be operated by an experienced senior living operator with locations throughout the US. The ancillary effect of the project on supporting parts of our local economy go well beyond the 50 - 70 jobs created onsite.
Division of Planning Compliance	https://drive.google.com/uc?id=1asjZOoy8lj1j9wW4ij_QvN0VqwPILIGv&export=download&size=106510&display=/RedDrawLiberty_133429949_DivisionofPlanningComplianceRedDrawLiberty.pdf
Stamped Engineering Plans	https://drive.google.com/uc?id=1qMpY9XiUFiauxVslTJVwtZQm7KURvr0a&export=download&size=438163&display=/RedDrawLiberty_133430008_EngineeringPlansLibertyRoadInfrastructure.pdf
Evidence of Project Financing	https://drive.google.com/uc?id=1YSBDCh1VDl5rPM-nHQdSwGO34eD3AN_h&export=download&size=296146&display=/RedDrawLiberty_133430020_LLR01CBREHUD232EngagementLetterFE013125.pdf
Other LFUCG Funds	None
Other Public Funds	None
Project Timeline:	Design Phase: Jan 2025 - June 2026 Construction: July 2026 - June 2028 Grand Opening: July 2028

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FORGIVABLE LOAN AGREEMENT AND RELATED DOCUMENTS WITH RED DRAW LIBERTY LLC, WHICH SHALL REPLACE THOSE DOCUMENTS EXECUTED PURSUANT TO RESOLUTION NO. 372-2024, PURSUANT TO THE PUBLIC INFRASTRUCTURE PROGRAM, FOR SANITARY SEWER INFRASTRUCTURE IMPROVEMENTS AS WELL AS THE CREATION OF JOBS, AT A COST NOT TO EXCEED $489,613.00.

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 Forgivable Loan Agreement, which is attached hereto and incorporated herein by reference, and related documents, with Red Draw Liberty LLC, which shall replace those documents executed pursuant to Resolution No. 372-2024, pursuant to the Public Infrastructure Program, for sanitary sewer infrastructure as well as the creation of jobs.

Section 2 – That an amount, not to exceed the sum of $489,613.00, be and hereby is approved for payment to Red Draw Liberty LLC, from account # 1144-133004-0001-78103, pursuant to the terms of the Forgivable Loan 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
0706-25:EPT_4914-1198-1662, v. 1

RESOLUTION NO. 387 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FORGIVABLE LOAN AGREEMENT AND RELATED DOCUMENTS WITH RED DRAW LIBERTY LLC, WHICH SHALL REPLACE THOSE DOCUMENTS EXECUTED PURSUANT TO RESOLUTION NO. 372-2024, PURSUANT TO THE PUBLIC INFRASTRUCTURE PROGRAM, FOR SANITARY SEWER INFRASTRUCTURE IMPROVEMENTS AS WELL AS THE CREATION OF JOBS, AT A COST NOT TO EXCEED $489,613.00.

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 Forgivable Loan Agreement, which is attached hereto and incorporated herein by reference, and related documents, with Red Draw Liberty LLC, which shall replace those documents executed pursuant to Resolution No. 372-2024, pursuant to the Public Infrastructure Program, for sanitary sewer infrastructure as well as the creation of jobs.

Section 2 – That an amount, not to exceed the sum of $489,613.00, be and hereby is approved for payment to Red Draw Liberty LLC, from account # 1144-133004-0001-78103, pursuant to the terms of the Forgivable Loan Agreement.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0706-25:EPT_4914-1198-1662, v. 1

FORGIVABLE LOAN AGREEMENT

THIS FORGIVABLE LOAN AGREEMENT ("Loan Agreement"), dated as of this 29 day of August, 2025, is made by and between:

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507
("LFUCG")

And

Red Draw Liberty LLC
a Kentucky Limited Liability Company
1629 Ashwood Drive
Lexington, KY 40502
("Organization")

Witnesseth

WHEREAS, on or about June 27, 2024, LFUCG and Organization entered into a Forgiveable Loan Agreement to provide funding for certain public infrastructure improvements to assist with the development of two hundred and sixteen apartment units on a ten acre site located at 2156 Liberty Road ("the Project Site").

WHEREAS, Organization has not requested reimbursement for expenses nor commenced construction to date and wishes to change the underlying use of the Project Site to a two hundred unit senior living community with onsite medical clinic, increasing the development cost and job creation.

WHEREAS, neither the cost nor the substance of the public infrastruction improvements previously proposed and funded in the previous Forgiveable Loan Agreement would change with this new development.

WHEREAS, LFUCG and Organization mutually wish to replace its June 27, 2024 Forgiveable Loan Agreement, and the related Promissory Note, with this Forgiveable Loan Agreement, including the executed Promissory Note attached as Exhibit B herein.

WHEREAS, the senior living community and onsite medical clinic requires sanitary sewer improvements which will benefit surrounding properties and eliminate a pump station currently maintained and operated by the LFUCG ("the Project"); and

WHEREAS, the Organization has applied for funding under LFUCG's Public Infrastructure Program; and

WHEREAS, the Organization's application for funding under the Public Infrastructure Program ("the Program") complies with the requirements of the Program; and

WHEREAS, Organization has committed to the hiring and retention of fifty additional qualified employees in Fayette County for at least the period of time provided in this Agreement; and

WHEREAS, LFUCG recognizes that the Project will provide a benefit to the community and that the location of this Project will be of significant benefit to Fayette County, both economically and through improvement of infrastructure; and

WHEREAS, LFUCG finds that the provision of economic incentives from the Public Infrastructure Fund towards the Project, provided herein, is in the public interest as it will create new jobs, will provide critical sanitary sewer infrastructure, and will reduce LFUCG costs associated with maintaining a pump station; and

WHEREAS, the Organization is agreeable to accepting the funding provided pursuant to this Agreement with the understanding that its use is limited to offsetting costs directly related to the Project and as further restricted through the terms of this Loan Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

Recital

This Forgiveable Loan Agreement ("Agreement") provides for a forgivable loan in the amount of four hundred eighty-nine thousand six hundred and thirteen dollars and zero cents (**$489,613.00**) from LFUCG to Red Draw Liberty LLC (hereinafter "Organization") pursuant to the terms of this Agreement. In order to induce LFUCG to enter into this Loan Agreement and to make the Loan, the Organization is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1
Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Organization's accountant unless explicitly authorized by LFUCG.

An "Affiliate" of, or a Person "Affiliated" with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

"Disbursement" shall mean the distribution of proceeds of the Loan by LFUCG to Organization.

"Employee" shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined below) at the Project Site, which shall be located in Fayette County, Kentucky (as opposed a part-time employee or independent contractor), hired after the effective date of this Agreement and retained by the Organization and working in Fayette County.

"Event of Default" shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Loan Agreement.

"Full Time Job" shall mean a job held by a person employed (an employee) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the Lexington-Fayette County occupational license fee.

"Gross Salaries" shall mean the salaries and wages paid to the Organization's Employees, as defined above.

"Hire" or its derivative shall mean the creation of a new Full Time Job in Lexington-Fayette County.

"Jobs Requirement" shall have the meaning set forth in Section 3.15, hereof.

"Loan" shall mean the forgivable loan in the principal amount of ($489,613.00) from LFUCG to the Organization as further provided in Section 2 of this Loan Agreement, as evidenced by the Note attached as Exhibit B to this Agreement.

"Loan Documents" shall mean this Loan Agreement and Exhibits to this Agreement, and all other instruments or agreements related thereto.

"LFUCG" shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

"Note" shall mean the promissory note attached as Exhibit B to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Organization" shall mean Organization and any subsidiary companies or other affiliates owned or controlled by Organization in Fayette County.

"Person" shall mean any person, firm, trust, corporation, partnership, limited liability Organization, business organization, or other entity.

"Project" shall mean certain sanitary sewer improvements on the property located at 2156 Liberty Road, as further described in the attached Exhibit A, which is incorporated herein by reference. Organization understands and agrees that any material change to the proposed Project will require the advance written approval of LFUCG.

"Project Site" shall mean the property on which the Project, as further described in Exhibit A which is incorporated herein by reference, is located, and which the Organization has an access easement thereto (if applicable).

"Public Infrastructure" shall have the same definition as provided in LFUCG Ordinance No. 141-22 pertaining to the Public Infrastructure Fund.

"Public Infrastructure Fund" shall mean the fund created pursuant to LFUCG Ordinance No. 141-22.

"Request for Disbursement" shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Loan, in form, substance, and detail satisfactory to the LFUCG.

SECTION 2
The Loan

LFUCG agrees to provide the Organization with a forgivable loan (the Loan) in accordance with the terms and condition of the Loan Documents, as follows:

2.1 Amount. The principal amount of the Loan shall be up to a maximum amount of four hundred eighty-nine thousand six hundred and thirteen dollars and zero cents (**$489,613.00)**, as evidenced by the Note attached hereto and made a part hereof as Exhibit B.

2.2 Interest. Interest at the rate of zero percent (0.00%) of the outstanding principal shall be assessed annually. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of twelve percent (12%) per annum from the date of default shall be assessed.

2.3 Disbursement. Disbursements of proceeds of the Loan shall be made by LFUCG to the Organization as reimbursement for qualifying Public Infrastructure expenditures on the Project Site. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Loan set forth in Article 7 of this Agreement and in each of the other Loan Documents, and (iii) LFUCG has received properly completed and executed copies of Exhibit C not less than thirty (30) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG.

2.4 Payments. Payment on the Loan shall be deferred as long as the Organization complies with the Loan Documents. Should the Project be completed, to the sole satisfaction of LFUCG, within two years from the execution of this Agreement, one hundred percent (100%) of the outstanding principal and interest shall be forgiven if Organization has otherwise fully complied with the terms of the Loan Documents and satisfied all duties and obligations established thereunder.

Notwithstanding the above, in the event the Project is not completed, to the sole satisfaction of LFUCG, within two (2) years after execution of this Agreement, the Loan shall be repaid in forty (40) consecutive quarterly installments of principal and interest (the latter bearing a rate of twelve percent (12%) per annum as provided in Section 2.2) all of which shall be due on the 15th day of January, April, July, and October of each year. The number of quarterly installments may be amended by agreement of the Mayor, with approval of the Economic Development Investment Board, and the Borrower, provided the change does not reduce the amount repaid to LFUCG by the Borrower. Otherwise, any amendment affecting the number of quarterly installments shall require Council approval. The amount due for any given payment, which shall be determined by LFUCG and provided to Borrower, shall be calculated as the amount that would be required to fully repay all distributions already made at the time of payment, plus applicable interest, fees, penalties, and costs, in quarterly payments, by the conclusion of the repayment term. The first payment shall be due thirty (30) days after the two year anniversary of this Agreement.

In the event of default, the entire principal distributed at the time of default, interest, and any additional interest as provided in Section 2.2, shall be due and payable within ten (10) days of LFUCG providing Organization with a written notice of demand of the balance owing, as provided in Section 6.1 of this Agreement. All outstanding amounts will bear interest as provided in the Note and Section 2.2 of this Agreement.

2.5. Prepayment. The Organization shall have the right at any time and without penalty to prepay the Note in whole or in part.

2.6. Ceasing Disbursement. The LFUCG may, at its sole discretion, cease any future disbursement(s) should any Event of Default occur prior to that disbursement being sent.

SECTION 3
General Covenants

In consideration for the provision of the Loan by LFUCG, the Organization agrees that, until the terms of this Agreement are fulfilled or as otherwise provided, it shall perform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Organization shall not, without the prior written consent of LFUCG:

(a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;

(b) Substantially cease its business operations at the Project Site;

(c) Enter into any agreement for the assumption of the Loan by any other Person; or,

(d) Undertake a change in majority ownership, management, or control.

3.2 Financial Statements and Business Records. The Organization shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied, and keep business records in accordance with good business practices in the industry. Upon LFUCG's request or the request of its Economic Development Investment Board at reasonable times and places, the Organization shall make its business records available to LFUCG for inspection on a confidential basis. During the term of the Loan, the Organization shall furnish to LFUCG, at LFUCG's request, annual financial reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Organization shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report ("Information") shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

3.3 Designation of Agent. The Organization shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky, to accept service of process. The Organization shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Organization shall pay as they become due all taxes, assessments, governmental charges, levies, and any other claims e.g. labor, materials, supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Organization's property, unless the Organization is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Loan Proceeds. The proceeds of the Loan shall be used exclusively for the construction of necessary public infrastructure related to the Project, including sanitary sewer, public parking, public transit improvements/enhancements, public sidewalks, public multi-use paths and public roads (curb, gutter, and utility relocation as needed) and those expenses typically related to hard construction costs, as provided in Exhibit A. Loan proceeds may not be used for project design, engineering, and other soft costs. Notwithstanding anything in the Loan Documents, the proceeds of the Loan may not be used for stormwater infrastructure.

3.6 Properties and Insurance. The Organization shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Loan. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 5 hereof.

3.7 Entity Existence. The Organization shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Organization shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses issued to it, except where non-compliance (a) would not have a material adverse effect on the Organization's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Construction of the Project. Construction of the Project shall be commenced within twelve months from the date of this Agreement's execution.

3.10 Indemnification. The Organization shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) directly arising out of or in connection with the Organization's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Organization acknowledges and agrees that this indemnity provision shall survive the termination of this Agreement.

3.11 Access. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Loan Agreement.

3.12 Equal Opportunity; Fairness Ordinance. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Loan Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance

No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

3.14 Dedication of Project to Government. Organization agrees to dedicate the Project to LFUCG upon completion and acceptance by LFUCG, if requested by LFUCG.

3.15 Jobs Requirement.

The Organization shall hire and retain fifty (50) employees in Fayette County for at least a period of ten (10) years from the completion of the Project's construction as determined in the sole discretion of LFUCG. Biannually each year (in June and December), Organization shall provide LFUCG, on a form substantially similar to Exhibit D, with a certification of the following information: (i) the number of jobs maintained by the Organization in Fayette County as the date of submittal and the Gross Salaries related to its Employees/aggregate payroll in Fayette County; (ii) the aggregate real and personal property improvements made prior to such date; and (iii) a written certification of compliance with the terms and conditions of the Loan Documents.

3.16 Sale of Project Site. Organization shall receive the approval of LFUCG prior to any transfer of the Project Site.

SECTION 4
Representations and Warranties

The Organization hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Loan Agreement):

4.1 Existence. The Organization is a duly organized and validly existing corporation under the laws of the Commonwealth of Kentucky qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Organization's ability to meet its obligations hereunder. The Organization shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Organization shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Organization has the legal power, capacity, and right to execute and deliver all of the Loan Documents to which it is a party, and to observe and perform all of the provisions of the Loan Documents to which it is a party. Neither the Organization's execution or delivery of the Loan Documents nor the performance or observance by the Organization of the provisions of the Loan Documents violates any law applicable to it or otherwise constitutes a default or a violation under, or results in the imposition of any lien under, or conflicts with, or results in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Loan Documents to which Organization is a party on behalf of the Organization has been duly authorized to do so, and the Loan Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Organization enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Organization is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Organization's financial condition or otherwise impair its ability to honor the commitments made herein (in each case, after giving effect to applicable insurance coverage). The Organization is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Organization's financial statements, heretofore furnished to LFUCG and its Economic Development Investment Board, are true and complete in all material respects, have been prepared on the cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Organization's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Organization's financial condition, properties, or businesses.

4.5 Default. No Event of Default exists under this Loan Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Organization does represent and certify that the financial incentives being provided by the LFUCG are necessary for the development of a senior living community with onsite medical clinic and the Project, and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.15, above.

SECTION 5
Events of Default

Each of the following shall constitute an Event of Default under this Loan Agreement:

5.1 Payments. The failure of the Organization to make payments of under the Note or this Loan Agreement when same shall be due and payable and the continuation of such failure for ten (10) days after such payment first becomes due.

5.2 Covenants and Agreements. If the Organization violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, representation, or other provision contained or referred to in, or any non-monetary default occurs under, the Loan Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided herein) after LFUCG has given written notice thereof to the Organization. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Loan Documents to which Organization is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Loan Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Organization, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Loan Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Organization from LFUCG.

5.5 Dissolution or Termination of Existence. If the Organization or any person, firm, or corporation controlling the Organization takes any action that is intended to result in the Organization's termination, dissolution, or liquidation, or to cease operation of the Project for a period of at least three (3) months.

5.6 Solvency.

(a) If the Organization shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Loan Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Organization in proceedings under the federal bankruptcy laws (in effect on the day of this Loan Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator of all or any material part of the Organization's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.8 Loan Documents. If, for any reason, any of the Loan Documents to which Organization is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Organization as to the validity or enforceability thereof.

SECTION 6
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the Loan immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Loan Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7
Conditions Precedent

LFUCG's obligation to make the Loan shall be conditioned upon the fulfillment of the following conditions prior to the making of such Loan:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Organization in its application to LFUCG or relating to any of the Loan Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Loan is made and shall be so evidenced by a certificate executed by the Organization's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Loan.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Organization shall have observed or complied with all provisions of this Loan Agreement.

7.4 Insurance Policy. The Organization shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.5 Employment Waiver and Authorization. The Organization hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people employed by the Organization at the Project Site, and the number of hours worked by those employees. The Organization hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Loan Agreement.

7.6 Corporate Existence and Authorization. The Organization shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Kentucky Secretary of State's Office and copies of its Articles of Incorporation and any amendments thereto.

7.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Organization of any of their respective rights or duties under this Agreement or the other Loan Documents.

7.8 Review and Recommendation from the Division of Planning. Organization shall receive the approval from LFUCG's Division of Planning prior to receiving any funds under the Loan Documents, including any approvals necessary from LFUCG's Planning Commission for the operation of a senior living facility with an onsite medical clinic on the Project Site.

SECTION 8
Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect to, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by

statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Organization's obligations under the Loan Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Loan Agreement shall bind and benefit the Organization and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Organization of its rights and obligations under this Loan Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Loan Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Loan Agreement.

8.5 Governing Law. The Loan Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Loan Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Loan Agreement and the Loan Documents to which Organization is a party brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

8.7 Entire Agreement. These Loan Documents shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter, including, without limitation, the June 27, 2024 Forgivable Loan Agreement and exhibits therein.

8.8 Assignments or Modifications. The Organization may not assign its rights under this Loan Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Loan Agreement may be modified only in a writing executed by LFUCG and the Organization.

8.9 Severability. If any part, term, or provision of this Loan Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Loan Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Loan Agreement did not contain that particular part, term, or provision.

SECTION 9
Notices

Any notice required or permitted to be given under this Loan Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to LFUCG:
Chief Development Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
ATTN: Kevin Atkins

If to the Organization:
Red Draw Liberty LLC
1629 Ashwood Drive
Lexington, KY 40502
Attn: Garyen Denning

or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10
Survival of Covenants, Agreements, Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Organization herein shall survive the making of the Loan and the execution and delivery of the Loan Documents.

SECTION 11
Fees and Expenses; Costs of Enforcement

If any Event of Default shall occur under the Loan Documents, the Organization shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Loan Documents, including without limitation LFUCG's

reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Loan Documents.

SECTION 12
Miscellaneous Provisions

12.1 Term of Loan Agreement. The term of this Loan Agreement shall commence as of the date of this Loan Agreement's execution, and continue until the Loan and all accrued interest thereon have been paid or forgiven in full, or the Organization has performed all its other obligations hereunder, whichever occurs later.

12.2 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

12.3 Amendments. By mutual agreement, the Parties may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make any such material changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

12.4 Third Party Beneficiaries. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either the Organization or LFUCG.

12.5 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Loan Agreement are incorporated into this Loan Agreement as if set out in full in the first place that reference is made thereto.

12.6 Nonliability of LFUCG. This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the Property or for debts or claims accruing to said parties against the Borrower. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Loan Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

12.7 Multiple Counterparts. This Loan Agreement may be signed by each party upon a separate copy, and in such case, one counterpart of this Loan Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

12.8 Waiver. The waiver by either party of any breach of any provision of this Loan Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this Agreement.

12.9 Waivers by the Organization. The Organization hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Loan Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Organization have executed this Loan Agreement as of the day, month and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

Printed Name: Linda Gorton

Title: Mayor

ORGANIZATION:

Red Draw Liberty LLC

By: _____

Printed Name: William Craig Turner

Title: Member

ATTEST:

Mackenzie Snook

Council Clerk

Deputy

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Fayette)

The foregoing Forgivable Loan Agreement was sworn to, subscribed and acknowledged before me on this 29th day of July, 2025 by William Craig Turner Member of Red Draw Liberty LLC, for and on behalf of said Organization, which is registered to do business in Kentucky.

_____

Notary Public

My commission expires: 6/13/2028

MEGAN T. WALSEN
Notary Public
Commonwealth of Kentucky
Commission Number KYNP89598
My Commission Expires Jun 13, 2028

EXHIBIT A

APPLICATION

Form Name:	Application for Infrastructure Fund
Submission Time:	May 30, 2025 3:46 pm
Browser:	Safari 18.5 / OS X
IP Address:	174.225.180.27
Unique ID:	1349207523
Location:	

Application for Infrastructure Fund

Project name	Red Draw Liberty
Project address	2156 Liberty Road Lexington, KY 40509
Applicant Company Name	Red Draw Liberty, LLC
Primary Contact Name	Garyen Denning
Primary Contact Phone	[redacted]
Primary Contact Email Address	[redacted]
Project Description	The Landrum Senior Living Community The Landrum is a proposed senior living community to be situated at the intersection of Liberty Road and Fortune Drive, encompassing a 10-acre parcel of land that necessitates substantial infrastructure investment. The Landrum will offer approximately 200 units, including Independent Living Villas, Independent Living, Assisted Living, and Memory Care facilities. Additionally, the project will feature an onsite medical clinic accessible to residents, employees, and the general public. Market Need and Impact Lexington faces a critical shortage of senior housing, with demand per capita surpassing that of Cincinnati, Louisville, Nashville, and Indianapolis. According to Cushman and Wakefield, the Lexington market is projected to experience a deficit of over 2,000 units by 2018. The Landrum aims to address this urgent need by providing additional senior living options, revitalizing a currently distressed parcel of land, and creating over 70 full-time jobs for community staffing.

Public Infrastructure Proposed for Funding	The project site is currently underutilized. For the past decade, it has served as a construction dump site, with various piles of debris scattered across the property. The site requires the installation of all main utilities, including sanitary sewer and stormwater systems. Grant funding will be allocated to the installation of these systems to develop the undeveloped site into a senior living community. These funds will specifically be used to finance the sanitary sewer main that will service the property and connect to the existing sanitary sewer system north of Liberty Road in addition to taking the existing city pump station adjacent to the property offline for the benefit of the surrounding property owners and LFUCG. A comprehensive sanitary sewer analysis is attached to this report. The scope of work includes boring the sanitary sewer lines underneath Liberty Road to facilitate the connection to the existing system. Additionally, funds will be utilized to extend the stormwater main running from west to east across the property and connecting to existing infrastructure east of the property. The stormwater main currently accommodates watershed from Wilderness Trail and Paradise Lane.
Expected Impact of Public Infrastructure	The subject site is located 500 yards from New Circle Road, and the development of the property aligns with the infill development objectives of LFUCG. Due to the unique challenges presented by the site, infrastructure grants are instrumental in offsetting overall project costs, thereby enhancing the project's viability. Furthermore, these enhancements contribute to the increased value of surrounding properties by eliminating the pump station along with its associated odors and spatial demands. The installation of a sanitary sewer main, as opposed to a pump station, will reduce both the time and expenses required by LFUCG to maintain the existing pump station.
Cost Estimate	The total project costs amount to $90 million. Of this sum, site work development is estimated at $5.9 million. The sanitary sewer work is estimated at $1,061,518, which would be funded by the grant money. This project comprises over 3,000 feet of sanitary sewer main line, removal of the pump station, demolition, and restoration. Other significant areas contributing to site work costs include stormwater systems, cut and fill earthwork, and site utilities. The applicant is pleased to provide a more detailed breakdown upon request.

Eligible Expenses	Sanitary Sewer $673,160 Earthwork $350,000 Storm Pipe. $408,000 Storm Structures. $180,000 More detailed can be supplied by applicant upon request.
Evidence of new on-site long-term job creation	The project will create over 50 full time jobs long term with additional jobs also being added from the medical clinic portion. The Landrum will be operated by an experienced senior living operator with locations throughout the US. The ancillary effect of the project on supporting parts of our local economy go well beyond the 50 - 70 jobs created onsite.
Division of Planning Compliance	https://drive.google.com/uc?id=1asjZOoy8Ij1j9wW4ij_QvN0VqwPILIGv&export=download&size=106510&display=/RedDrawLiberty_133429949_DivisionofPlanningComplianceRedDrawLiberty.pdf
Stamped Engineering Plans	https://drive.google.com/uc?id=1qMpY9XiUFiauxVslTJVwtZQm7KURvr0a&export=download&size=438163&display=/RedDrawLiberty_133430008_EngineeringPlansLibertyRoadInfrastructure.pdf
Evidence of Project Financing	https://drive.google.com/uc?id=1YSBDCh1VDl5rPM-nHQdSwGO34eD3AN_h&export=download&size=296146&display=/RedDrawLiberty_133430020_LLR01CBREHUD232EngagementLetterFE013125.pdf
Other LFUCG Funds	None
Other Public Funds	None
Project Timeline:	Design Phase: Jan 2025 - June 2026 Construction: July 2026 - June 2028 Grand Opening: July 2028

EXHIBIT B

PROMISSORY NOTE

Borrower: Red Draw Liberty LLC of 1629 Ashwood Drive Lexington, KY 40502 (the "Borrower")

LFUCG: Lexington-Fayette Urban County Government of 200 E. Main St, Lexington, KY, 40507 (the "LFUCG")

Principal Amount: $489,613.00 USD ("Loan")

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Forgivable Loan Agreement entered into by the parties on _____, 2025, (the "Loan Agreement"), up to the maximum sum of $489,613.00 USD, plus any penalty, interest, costs, fees, charges provided for in the Loan Agreement.

2. Interest will be assessed at a rate of ZERO PERCENT (0.00%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of the Loan Agreement, additional interest in an amount of twelve percentage points (12%) per annum may be assessed at the sole discretion of LFUCG.

3. Should an Event of Default occur under the terms of the Loan Agreement, the LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the principal and interest immediately due and payable. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of twelve percentage points (12%) per annum from the date of demand until paid.

4. Payment on the Loan shall be deferred as long as the Borrower complies with the terms of the Loan Agreement. Upon completion of the Project to the sole satisfaction of LFUCG within two years of the execution of the Loan Agreement, one hundred percent (100%) of the remaining principal and interest shall be forgiven as long as the Borrower remains in compliance with the Loan Agreement for the entirety of Loan Agreement's term.

5. If the Borrower has outstanding principal at the end of year twelve (12), the Borrower shall repay the balance of the Note to the LFUCG.

6. At any time while not in default under this Note or the Loan Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG without further bonus or penalty.

7. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Loan Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the

Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear additional interest of twelve (12) percent per annum from the date of demand until paid.

8. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.

9. This Note will be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

10. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower and the LFUCG. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as Member of Red Draw Liberty LLC, a Kentucky Limited Liability Company, on this 24th day of July, 2025.

Red Draw Liberty LLC

By: _____
Printed Name: William Craig Turner
Title: Member

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Promissory Note was sworn to, subscribed and acknowledged before me on this 24th day of July, 2025, by William Craig Turner of Red Draw Liberty LLC, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: 6/13/2028

4919-1455-2656, v. 1

EXHIBIT C

Request for Reimbursement

The undersigned, _____, in his/her capacity as _____ of Red Draw Liberty LLC, a Kentucky Limited Liability Company (the "Borrower") hereby certifies that:

1. The Lexington-Fayette Urban County Government (the "LFUCG") and the Borrower executed a Forgivable Loan Agreement ("Loan Agreement") in the amount of four hundred eighty-nine thousand six hundred and thirteen dollars and zero cents ($489,613.00), for reimbursement of eligible Public Infrastructure construction expenses related to the Project, as defined and described in the Loan Agreement.

2. Pursuant to the Loan Agreement, the Borrower agreed to hire, and has hired (or agrees to hire by the completion of the Project), a minimum of fifty (50) new permanent full-time jobs working on the Project Site in Lexington-Fayette County, as provided in the Loan Agreement.

3. The Borrower requests a disbursement of _____ for reimbursement of public infrastructure construction expenses listed in the application.

4. The Borrower understands that any provision of funds by LFUCG is conditioned upon Borrower's fulfillment of the terms of the Loan Agreement and review and approval by LFUCG of all documentation provided by Borrower justifying the expense to ensure all funds are used as reimbursement for construction of Public Infrastructure as required by the Loan Agreement. The Borrower further understands that LFUCG may request additional documentation and that payment by LFUCG is not a waiver of any Event of Default.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of Red Draw Liberty LLC, a Kentucky Limited Liability Company, which is registered to do business in Kentucky on this _____ day of _____, 2025.

Red Draw Liberty LLC
By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF _____)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of Red Draw Liberty LLC, a Kentucky Limited Liability Company, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

4919-1455-2656, v. 1

EXHIBIT D

BIANNUAL REPORT

4919-1455-2656, v. 1

Date:	**Report 1 or 2 of year _____**
Company/Organization Name:	**Company/Organization Address:**
Fund Program: Public Infrastructure Program	**Date Approved Infrastructure Completed:**

Minimum Number of Jobs to be Created by the Agreement:		**Total Number of Jobs Currently Created by the Agreement:**	
Median Hourly Wage: **Mean Hourly Wage:**		**Total Payroll of New Jobs Created by the Agreement:**	

I, _____, hereby attest to the accuracy of the information provided above in accordance with the Agreement and understand that the LFUCG retains the right to conduct an audit for purpose of verification.

Signature	**Title**
Print Name	**Date**

Schedule 1 to Exhibit D

	Employee Name	Employee Address	Date of Hire	Title	Hours Worked Per Week	Annual Wage
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0707-25

File ID: 0707-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 224-2025 **In Control:** Urban County Council

File Created: 07/29/2025

File Name: PUBLIC INFRASTRUCTURE PROGRAM AGREEMENT: 1000 DELAWARE LLC **Final Action:** 08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Forgivable Loan Agreement and related documents with 1000 Delaware LLC, pursuant to the Public Infrastructure Program, for sidewalk and shared/public parking and related infrastructure improvements as well as the creation of jobs, at a cost not to exceed $374,051. [Mayor's Office, Bencz]

Notes: in office 8.25, 2n read 8.28.25. AA

SAF in the CCO. REturned to Troy Black 8/29/2025. MS

Sponsors:

Enactment Date: 08/28/2025

Attachments: Blue Sheet - 1000 Delaware PIP 20250724, Loan Agreement (1000 Delaware) .2 . 4903-6254-3952, 1000 Delaware Staff Report Redacted, 1000 Delaware Letter of Support - McQuady, 1000 Delaware Letter of Support - Sheehan, RESO 707-25- 1000 Delaware Public Infrastructure Loan 4936-0186-7102 v.1.docx, R-388-2025, Contract #224-2025 (2)

Enactment Number: R-388-2025

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0707-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Forgivable Loan Agreement and related documents with 1000 Delaware LLC, pursuant to the Public Infrastructure Program, for sidewalk and shared/public parking and related infrastructure improvements as well as the creation of jobs, at a cost not to exceed $374,051. [Mayor's Office, Bencz]

Summary

Authorization to execute a Public Infrastructure Program Forgivable Loan Agreement with 1000 Delaware LLC in the amount of $374,051 for the construction of sidewalk and shared/public parking and related infrastructure improvements to serve a one-acre site located at 1000 Delaware Ave.. Funds are Budgeted. (L0707-25)(Bencz/Atkins)

Budgetary Implications [select]: Yes
Advance Document Review:

Law: { Yes, Completed by [Evan Thompson, 7/29/2025]}

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

Fully Budgeted [select]: Yes
Account Number-: 1144-133004-0001-78103
This Fiscal Year Impact: $374,051
Annual Impact: NA
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

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

FROM: **CRAIG BENCZ**
ADMINISTRATIVE OFFICER SR.

DATE: **JULY 24, 2025**

SUBJECT: **PUBLIC INFRASTRUCTURE PROGRAM AGREEMENT: 1000 DELAWARE LLC**

REQUEST:
Authorization to execute a Public Infrastructure Program Forgivable Loan Agreement with 1000 Delaware LLC in the amount of $374,051 for the construction of sidewalk and shared/public parking and related infrastructure improvements to serve a one-acre site located at 1000 Delaware Avenue.

REASON FOR REQUEST:
The Lexington Economic Development Investment Board reviewed the application from 1000 Delaware LLC at their June 17, 2025 meeting. The Board voted to approve a forgivable loan in the amount of $374,051 to 1000 Delaware LLC for the construction of sidewalk and shared/public parking improvements that will serve the project site and surrounding properties. The proposed 32 residential rental units and ground-floor commercial uses will result in the creation of at least thirteen (13) jobs. Twelve (12) of the residential units will be affordable.

The applicant has requested or been awarded a total of $1,128,927.63 in other public funds through the Lexington-Fayette County Affordable Housing Fund ($800,000 requested), the LFUCG Stormwater Quality Incentive Grant Program ($13,505.75 awarded, and an additional $295,621.88 requested), and through the EPA and the Kentucky Energy and Environment Cabinet ($19,800 awarded).

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?
The cost for this FY is: $374,051
The cost for future FY is: N/A

ARE THE FUNDS BUDGETED?

The funds are budgeted.
Account number: 1144-133004-0001-78103

DIRECTOR/COMMISSIONER: Craig Bencz/Kevin Atkins

FORGIVABLE LOAN AGREEMENT

THIS FORGIVABLE LOAN AGREEMENT ("Loan Agreement"), dated as of this _____ day of _____, 2025, is made by and between:

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507
("LFUCG")

And

1000 Delaware LLC
a Kentucky Limited Liability Company
357 Preston Avenue
Lexington, KY 40502
("Organization")

Witnesseth

WHEREAS, Organization proposes to develop twenty market-rate and twelve affordable residential rental units, with ground-floor commercial space, on a one acre site located at 1000 Delaware Avenue, which has largely been underutilized within the Urban Service Area; and

WHEREAS, the development requires sidewalks and shared/public parking, which will benefit surrounding properties (the Project"); and

WHEREAS, the Organization has applied for funding under LFUCG's Public Infrastructure Program; and

WHEREAS, the Organization's application for funding under the Public Infrastructure Program ("the Program") complies with the requirements of the Program; and

WHEREAS, Organization has committed to the hiring and retention of thirteen additional qualified employees in Fayette County for at least the period of time provided in this Agreement; and

WHEREAS, LFUCG recognizes that the Project will provide a benefit to the community and that the location of this Project will be of significant benefit to Fayette County, both economically and through improvement of infrastructure; and

WHEREAS, LFUCG finds that the provision of economic incentives from the Public Infrastructure Fund towards the Project, provided herein, is in the public interest as it will create new jobs, will provide critical infrastructure; and

WHEREAS, the Organization is agreeable to accepting the funding provided pursuant to this Agreement with the understanding that its use is limited to offsetting costs directly related to the Project and as further restricted through the terms of this Loan Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

Recital

This Forgiveable Loan Agreement ("Agreement") provides for a forgivable loan in the amount of three hundred seventy-four thousand fifty-one dollars and zero cents (**$374,051.00)** from LFUCG to 1000 Delaware LLC (hereinafter "Organization") pursuant to the terms of this Agreement. In order to induce LFUCG to enter into this Loan Agreement and to make the Loan, the Organization is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1
Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Organization's accountant unless explicitly authorized by LFUCG.

An "Affiliate" of, or a Person "Affiliated" with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

"Disbursement" shall mean the distribution of proceeds of the Loan by LFUCG to Organization.

"Employee" shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined below) at the Project Site, which shall be located in Fayette County, Kentucky (as opposed a part-time employee or independent contractor), hired after the effective date of this Agreement and retained by the Organization and working in Fayette County.

"Event of Default" shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Loan Agreement.

"Full Time Job" shall mean a job held by a person employed (an employee) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the Lexington-Fayette County occupational license fee.

"Gross Salaries" shall mean the salaries and wages paid to the Organization's Employees, as defined above.

"Hire" or its derivative shall mean the creation of a new Full Time Job in Lexington-Fayette County.

"Jobs Requirement" shall have the meaning set forth in Section 3.15, hereof.

"Loan" shall mean the forgivable loan in the principal amount of $374,051.00 from LFUCG to the Organization as further provided in Section 2 of this Loan Agreement, as evidenced by the Note attached as Exhibit B to this Agreement.

"Loan Documents" shall mean this Loan Agreement and Exhibits to this Agreement, and all other instruments or agreements related thereto.

"LFUCG" shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

"Note" shall mean the promissory note attached as Exhibit B to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Organization" shall mean Organization and any subsidiary companies or other affiliates owned or controlled by Organization in Fayette County.

"Person" shall mean any person, firm, trust, corporation, partnership, limited liability Organization, business organization, or other entity.

"Project" shall mean certain sidewalk and shared/public parking improvements on the property located at 1000 Delaware Avenue, as further described in the attached Exhibit A, which is incorporated herein by reference. Organization understands and agrees that any material change to the proposed Project will require the advance written approval of LFUCG.

"Project Site" shall mean the property on which the Project, as further described in Exhibit A which is incorporated herein by reference, is located, and which the Organization has an access easement thereto (if applicable).

"Public Infrastructure" shall have the same definition as provided in LFUCG Ordinance No. 141-22 pertaining to the Public Infrastructure Fund.

"Public Infrastructure Fund" shall mean the fund created pursuant to LFUCG Ordinance No. 141-22.

"Request for Disbursement" shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Loan, in form, substance, and detail satisfactory to the LFUCG.

SECTION 2
The Loan

LFUCG agrees to provide the Organization with a forgivable loan (the Loan) in accordance with the terms and condition of the Loan Documents, as follows:

2.1 Amount. The principal amount of the Loan shall be up to a maximum amount of three hundred seventy-four thousand fifty-one dollars and zero cents (**$374,051.00)**, as evidenced by the Note attached hereto and made a part hereof as Exhibit B.

2.2 Interest. Interest at the rate of zero percent (0.00%) of the outstanding principal shall be assessed annually. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of twelve percent (12%) per annum from the date of default shall be assessed.

2.3 Disbursement. Disbursements of proceeds of the Loan shall be made by LFUCG to the Organization as reimbursement for qualifying Public Infrastructure expenditures on the Project Site. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Loan set forth in Article 7 of this Agreement and in each of the other Loan Documents, and (iii) LFUCG has received properly completed and executed copies of Exhibit C not less than thirty (30) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG.

2.4 Payments. Payment on the Loan shall be deferred as long as the Organization complies with the Loan Documents. Should the Project be completed, to the sole satisfaction of LFUCG, within two years from the execution of this Agreement, one hundred percent (100%) of the outstanding principal and interest shall be forgiven for as long as Organization has otherwise fully complied with the terms of the Loan Documents and satisfied all duties and obligations established thereunder.

Notwithstanding the above, in the event the Project is not completed, to the sole satisfaction of LFUCG, within two (2) years after execution of this Agreement, the Loan shall be repaid in forty (40) consecutive quarterly installments of principal and interest (the latter bearing a rate of twelve percent (12%) per annum as provided in Section 2.2) all of which shall be due on the 15th day of January, April, July, and October of each year.

The number of quarterly installments may be amended by agreement of the Mayor, with approval of the Economic Development Investment Board, and the Borrower, provided the change does not reduce the amount repaid to LFUCG by the Borrower. Otherwise, any amendment affecting the number of quarterly installments shall require Council approval. The amount due for any given payment, which shall be determined by LFUCG and provided to Borrower, shall be calculated as the amount that would be required to fully repay all distributions already made at the time of payment, plus applicable interest, fees, penalties, and costs, in quarterly payments, by the conclusion of the repayment term. The first payment shall be due thirty (30) days after the two-year anniversary of this Agreement.

In the event of default, the entire principal distributed at the time of default, interest, and any additional interest as provided in Section 2.2, shall be due and payable within ten (10) days of LFUCG providing Organization with a written notice of demand of the balance owing, as provided in Section 6.1 of this Agreement. All outstanding amounts will bear interest as provided in the Note and Section 2.2 of this Agreement.

2.5. Prepayment. The Organization shall have the right at any time and without penalty to prepay the Note in whole or in part.

2.6. Ceasing Disbursement. The LFUCG may, at its sole discretion, cease any future disbursement(s) should any Event of Default occur prior to that disbursement being sent.

SECTION 3
General Covenants

In consideration for the provision of the Loan by LFUCG, the Organization agrees that, until the terms of this Agreement are fulfilled or as otherwise provided, it shall perform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Organization shall not, without the prior written consent of LFUCG:

(a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;

(b) Substantially cease its business operations at the Project Site;

(c) Enter into any agreement for the assumption of the Loan by any other Person; or,

(d) Undertake a change in majority ownership, management, or control.

3.2 Financial Statements and Business Records. The Organization shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied and keep business records in accordance with good business practices in the industry. Upon LFUCG's request or the request of its Economic

Development Investment Board at reasonable times and places, the Organization shall make its business records available to LFUCG for inspection on a confidential basis. During the term of the Loan, the Organization shall furnish to LFUCG, at LFUCG's request, annual financial reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Organization shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report ("Information") shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

3.3 Designation of Agent. The Organization shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky, to accept service of process. The Organization shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Organization shall pay as they become due all taxes, assessments, governmental charges, levies, and any other claims e.g. labor, materials, supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Organization's property, unless the Organization is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Loan Proceeds. The proceeds of the Loan shall be used exclusively for the construction of necessary public infrastructure related to the Project, including sanitary sewer, public parking, public transit improvements/enhancements, public sidewalks, public multi-use paths and public roads (curb, gutter, and utility relocation as needed) and those expenses typically related to hard construction costs, as provided in Exhibit A. Loan proceeds may not be used for project design, engineering, and other soft costs. Notwithstanding anything in the Loan Documents, the proceeds of the Loan may not be used for lighting improvements.

3.6 Properties and Insurance. The Organization shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Loan. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 5 hereof.

3.7 Entity Existence. The Organization shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Organization shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses issued to it, except where non-compliance (a) would not have a material adverse effect on the Organization's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Construction of the Project. Construction of the Project shall be commenced within twelve months from the date of this Agreement's execution.

3.10 Indemnification. The Organization shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) directly arising out of or in connection with the Organization's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Organization acknowledges and agrees that this indemnity provision shall survive the termination of this Agreement.

3.11 Access. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Loan Agreement.

3.12 Equal Opportunity; Fairness Ordinance. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Loan Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

3.14 Dedication of Project to Government. Organization agrees to dedicate the Project to LFUCG upon completion and acceptance by LFUCG, if requested by LFUCG.

3.15 Jobs Requirement.

The Organization shall hire and retain thirteen (13) employees in Fayette County for at least a period of ten (10) years from the completion of the Project's construction as determined in the sole discretion of LFUCG. Biannually each year (in June and December), Organization shall provide LFUCG, on a form substantially similar to Exhibit D, with a certification of the following information: (i) the number of jobs maintained by the Organization in Fayette County as the date of submittal and the Gross Salaries related to its Employees/aggregate payroll in Fayette County; (ii) the aggregate real and personal property improvements made prior to such date; and (iii) a written certification of compliance with the terms and conditions of the Loan Documents.

3.16 Sale of Project Site. Organization shall receive the approval of LFUCG prior to any transfer of the Project Site.

SECTION 4
Representations and Warranties

The Organization hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Loan Agreement):

4.1 Existence. The Organization is a duly organized and validly existing corporation under the laws of the Commonwealth of Kentucky qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Organization's ability to meet its obligations hereunder. The Organization shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Organization shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Organization has the legal power, capacity, and right to execute and deliver all of the Loan Documents to which it is a party, and to observe and perform all of the provisions of the Loan Documents to which it is a party. Neither the Organization's execution or delivery of the Loan Documents nor the performance or observance by the Organization of the provisions of the Loan Documents violates any law applicable to it or otherwise constitutes a default or a violation under, or results in the imposition of any lien under, or conflicts with, or results in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Loan Documents to which Organization is a party on behalf of the Organization has been duly authorized to do so, and the Loan Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Organization enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Organization is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Organization's financial condition or otherwise impair its ability to honor the commitments made herein (in each case, after giving effect to applicable insurance coverage). The Organization is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Organization's financial statements, heretofore furnished to LFUCG and its Economic Development Investment Board, are true and complete in all material respects, have been prepared on the cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Organization's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Organization's financial condition, properties, or businesses.

4.5 Default. No Event of Default exists under this Loan Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Organization does represent and certify that the financial incentives being provided by the LFUCG are necessary for the development of a senior living community with onsite medical clinic and the Project, and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.15, above.

SECTION 5
Events of Default

Each of the following shall constitute an Event of Default under this Loan Agreement:

5.1 Payments. The failure of the Organization to make payments of under the Note or this Loan Agreement when same shall be due and payable and the continuation of such failure for ten (10) days after such payment first becomes due.

5.2 Covenants and Agreements. If the Organization violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, representation, or other provision contained or referred to in, or any non-monetary default occurs under, the Loan Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided herein) after LFUCG has given written notice thereof to the Organization. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Loan Documents to which Organization is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Loan Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Organization, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Loan Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Organization from LFUCG.

5.5 Dissolution or Termination of Existence. If the Organization or any person, firm, or corporation controlling the Organization takes any action that is intended to result in the Organization's termination, dissolution, or liquidation, or to cease operation of the Project for a period of at least three (3) months.

5.6 Solvency.

(a) If the Organization shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Loan Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Organization in proceedings under the federal bankruptcy laws (in effect on the day of this Loan Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator of all or any material part of the Organization's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.8 Loan Documents. If, for any reason, any of the Loan Documents to which Organization is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Organization as to the validity or enforceability thereof.

SECTION 6
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the Loan immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Loan Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7
Conditions Precedent

LFUCG's obligation to make the Loan shall be conditioned upon the fulfillment of the following conditions prior to the making of such Loan:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Organization in its application to LFUCG or relating to any of the Loan Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Loan is made and shall be so evidenced by a certificate executed by the Organization's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Loan.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Organization shall have observed or complied with all provisions of this Loan Agreement.

7.4 Insurance Policy. The Organization shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.5 Employment Waiver and Authorization. The Organization hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people employed by the Organization at the Project Site, and the number of hours worked

by those employees. The Organization hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Loan Agreement.

7.6 Corporate Existence and Authorization. The Organization shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Kentucky Secretary of State's Office and copies of its Articles of Incorporation and any amendments thereto.

7.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Organization of any of their respective rights or duties under this Agreement or the other Loan Documents.

7.8 Review and Recommendation from the Division of Planning. Organization shall receive the approval from LFUCG's Division of Planning prior to receiving any funds under the Loan Documents, including any approvals necessary from LFUCG's Planning Commission.

SECTION 8
Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect to, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Organization's obligations under the Loan Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Loan Agreement shall bind and benefit the Organization and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Organization of its rights and obligations under this Loan Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Loan Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Loan Agreement.

8.5 Governing Law. The Loan Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Loan Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Loan Agreement and the Loan Documents to which Organization is a party brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

8.7 Entire Agreement. These Loan Documents shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

8.8 Assignments or Modifications. The Organization may not assign its rights under this Loan Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Loan Agreement may be modified only in a writing executed by LFUCG and the Organization.

8.9 Severability. If any part, term, or provision of this Loan Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Loan Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Loan Agreement did not contain that particular part, term, or provision.

SECTION 9
Notices

Any notice required or permitted to be given under this Loan Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to LFUCG: Chief Development Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

ATTN: Kevin Atkins

If to the Organization: 1000 Delaware LLC
357 Preston Avenue
Lexington, KY 40502
Attn: William David Hanrahan

or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10
Survival of Covenants, Agreements, Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Organization herein shall survive the making of the Loan and the execution and delivery of the Loan Documents.

SECTION 11
Fees and Expenses; Costs of Enforcement

If any Event of Default shall occur under the Loan Documents, the Organization shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Loan Documents, including without limitation LFUCG's reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Loan Documents.

SECTION 12
Miscellaneous Provisions

12.1 Term of Loan Agreement. The term of this Loan Agreement shall commence as of the date of this Loan Agreement's execution, and continue until the Loan and all accrued interest thereon have been paid or forgiven in full, or the Organization has performed all its other obligations hereunder, whichever occurs later.

12.2 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

12.3 Amendments. By mutual agreement, the Parties may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make any such material changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

12.4 Third Party Beneficiaries. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either the Organization or LFUCG.

12.5 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Loan Agreement are incorporated into this Loan Agreement as if set out in full in the first place that reference is made thereto.

12.6 Nonliability of LFUCG. This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the Property or for debts or claims accruing to said parties against the Borrower. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Loan Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

12.7 Multiple Counterparts. This Loan Agreement may be signed by each party upon a separate copy, and in such case, one counterpart of this Loan Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

12.8 Waiver. The waiver by either party of any breach of any provision of this Loan Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this Agreement.

12.9 Waivers by the Organization. The Organization hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Loan Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Organization have executed this Loan Agreement as of the day, month and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Printed Name: Linda Gorton

Title: Mayor

ORGANIZATION:

1000 Delaware LLC

By: _____

Printed Name: _____

Title: _____

ATTEST:

_____
Council Clerk

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

The foregoing Forgivable Loan Agreement was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025 by _____ of 1000 Delaware LLC, for and on behalf of said Organization, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

4903-6254-3952, v. 1

EXHIBIT A

APPLICATION

EXHIBIT B

PROMISSORY NOTE

Borrower: 1000 Delaware LLC of 357 Preston Avenue, Lexington, KY 40502 (the "Borrower")
LFUCG: Lexington-Fayette Urban County Government of 200 E. Main St, Lexington, KY, 40507 (the "LFUCG")
Principal Amount: $374,051.00 USD ("Loan")

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Forgivable Loan Agreement entered into by the parties on _____, 2025, (the "Loan Agreement"), up to the maximum sum of $374,051.00 USD, plus any penalty, interest, costs, fees, charges provided for in the Loan Agreement.

2. Interest will be assessed at a rate of ZERO PERCENT (0.00%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of the Loan Agreement, additional interest in an amount of twelve percentage points (12%) per annum may be assessed at the sole discretion of LFUCG.

3. Should an Event of Default occur under the terms of the Loan Agreement, the LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the principal and interest immediately due and payable. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of twelve percentage points (12%) per annum from the date of demand until paid.

4. Payment on the Loan shall be deferred as long as the Borrower complies with the terms of the Loan Agreement. Upon completion of the Project to the sole satisfaction of LFUCG within two years of the execution of the Loan Agreement, one hundred percent (100%) of the remaining principal and interest shall be forgiven for as long as the Borrower remains in compliance with the Loan Agreement for the entirety of Loan Agreement's term.

5. If the Borrower has outstanding principal at the end of year twelve (12), the Borrower shall repay the balance of the Note to the LFUCG.

6. At any time while not in default under this Note or the Loan Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG without further bonus or penalty.

7. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Loan Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the

Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear additional interest of twelve (12) percent per annum from the date of demand until paid.

8. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.

9. This Note will be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

10. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower and the LFUCG. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of 1000 Delaware LLC, a Kentucky Limited Liability Company, on this _____ day of _____, 2025.

1000 Delaware LLC

By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Promissory Note was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of 1000 Delaware LLC, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

4903-6254-3952, v. 1

EXHIBIT C

Request for Reimbursement

The undersigned, _____, in his/her capacity as _____ of 1000 Delaware LLC, a Kentucky Limited Liability Company (the "Borrower") hereby certifies that:

1. The Lexington-Fayette Urban County Government (the "LFUCG") and the Borrower executed a Forgivable Loan Agreement ("Loan Agreement") in the amount of three hundred seventy-four thousand fifty-one dollars and zero cents ($374,051.00), for reimbursement of eligible Public Infrastructure construction expenses related to the Project, as defined and described in the Loan Agreement.

2. Pursuant to the Loan Agreement, the Borrower agreed to hire, and has hired (or agrees to hire by the completion of the Project), a minimum of thirteen (13) new permanent full-time jobs working on the Project Site in Lexington-Fayette County, as provided in the Loan Agreement.

3. The Borrower requests a disbursement of _____ for reimbursement of public infrastructure construction expenses listed in the application.

4. The Borrower understands that any provision of funds by LFUCG is conditioned upon Borrower's fulfillment of the terms of the Loan Agreement and review and approval by LFUCG of all documentation provided by Borrower justifying the expense to ensure all funds are used as reimbursement for construction of Public Infrastructure as required by the Loan Agreement. The Borrower further understands that LFUCG may request additional documentation and that payment by LFUCG is not a waiver of any Event of Default.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of 1000 Delaware LLC, a Kentucky Limited Liability Company, which is registered to do business in Kentucky on this _____ day of _____, 2025.

1000 Delaware LLC
By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF _____)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of 1000 Delaware LLC, a Kentucky Limited Liability Company, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

4903-6254-3952, v. 1

EXHIBIT D

BIANNUAL REPORT

4903-6254-3952, v. 1

Date:	**Report 1 or 2 of year _____**
Company/Organization Name:	**Company/Organization Address:**
Fund Program: Public Infrastructure Program	**Date Approved Infrastructure Completed:**

Minimum Number of Jobs to be Created by the Agreement:		**Total Number of Jobs Currently Created by the Agreement:**	
Median Hourly Wage: **Mean Hourly Wage:**		**Total Payroll of New Jobs Created by the Agreement:**	

I, _____, hereby attest to the accuracy of the information provided above in accordance with the Agreement and understand that the LFUCG retains the right to conduct an audit for purpose of verification.

Signature	**Title**
Print Name	**Date**

Schedule 1 to Exhibit D

	Employee Name	**Employee Address**	**Date of Hire**	**Title**	**Hours Worked Per Week**	**Annual Wage**
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

4903-6254-3952, v. 2

Memorandum

Date: June 12, 2025 (UPDATED: July 25, 2025)

To: Economic Development Investment Board

From: Craig Bencz, Administrative Officer Sr.

Re: Public Infrastructure Program Application – The Railyard – 1000 Delaware Ave.

Summary

NOTE: Updated text indicated in red.

Project Address: 1000 Delaware Avenue, 40505

Applicant: 1000 Delaware, LLC

Contact/Agent: Will Hanrahan, 1000 Delaware, LLC

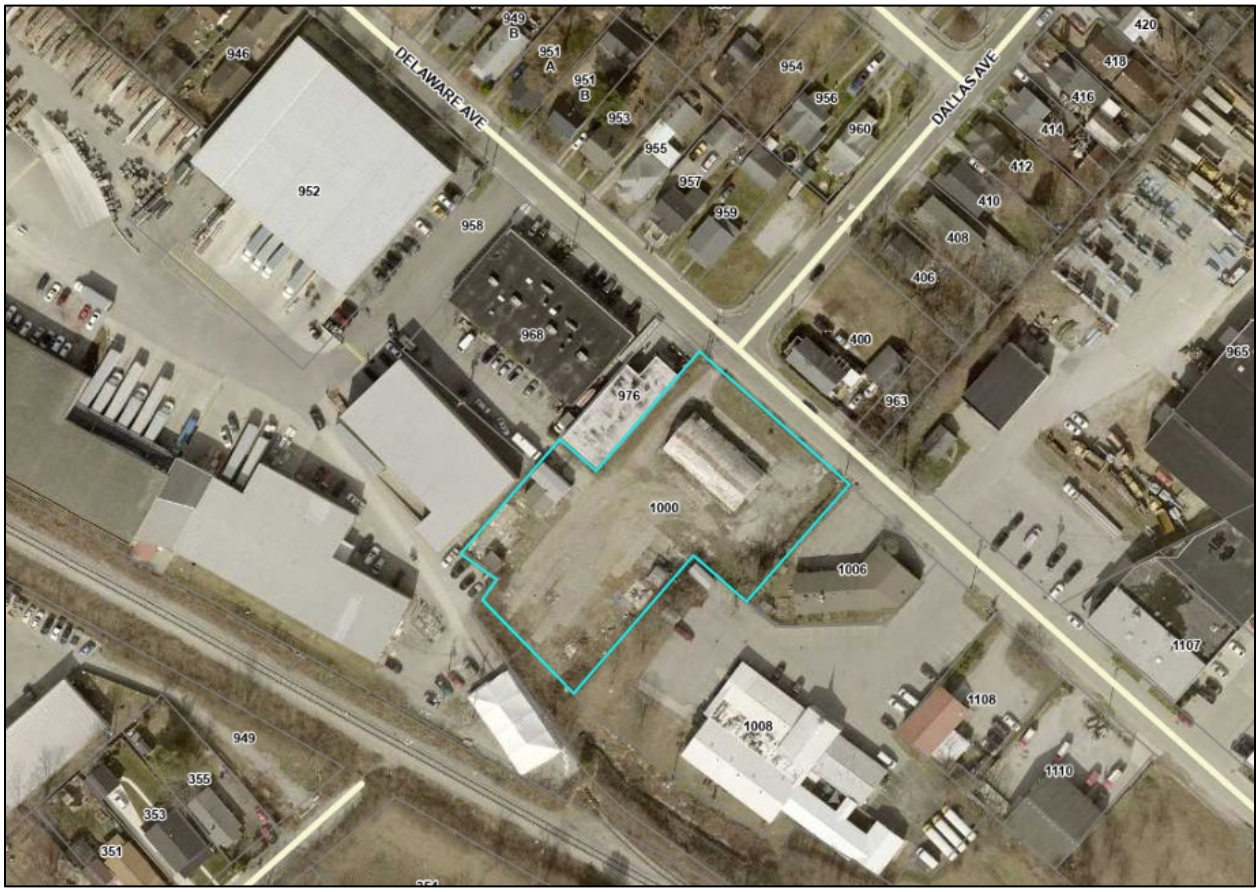
Request: 1000 Delaware, LLC ("Applicant") is requesting $500,000 in the form of a forgivable loan for the installation of sidewalks, shared/public parking and associated curb and gutter, and exterior lighting improvements for the redevelopment of the site for mixed commercial and residential use. The total construction cost of the project is $5.5 million, with a total project budget, inclusive of soft costs, of $6.7 million.

Infrastructure Cost Summary:

Earthwork	$155,792
Asphalt Paving	$50,616
Sidewalks	$21,567
Unit Pavers	$115,826
Curb & Gutter	$30,250
Exterior Lighting	$127,190

Total	**$501,241**
Request for PIP Funding:	**$500,000**
Total Construction Costs:	**$5,446,220**
Request as a Percentage of Total Project Cost	**9.2%**

Project Location: 1000 Delaware Avenue



Summary Staff Report

Background Information

1000 Delaware, LLC has proposed the development of 32 affordable and market-rate rental units as well as ground-floor commercial space on a 1-acre site located at 1000 Delaware Avenue. The development plan for this project was approved on March 13, 2025 and permitting is being finalized.

The applicant has requested ($1,095,621.88) or received ($33,305.75) the following public funding for this project, totaling $1,128,927.63 in funding received or requested:

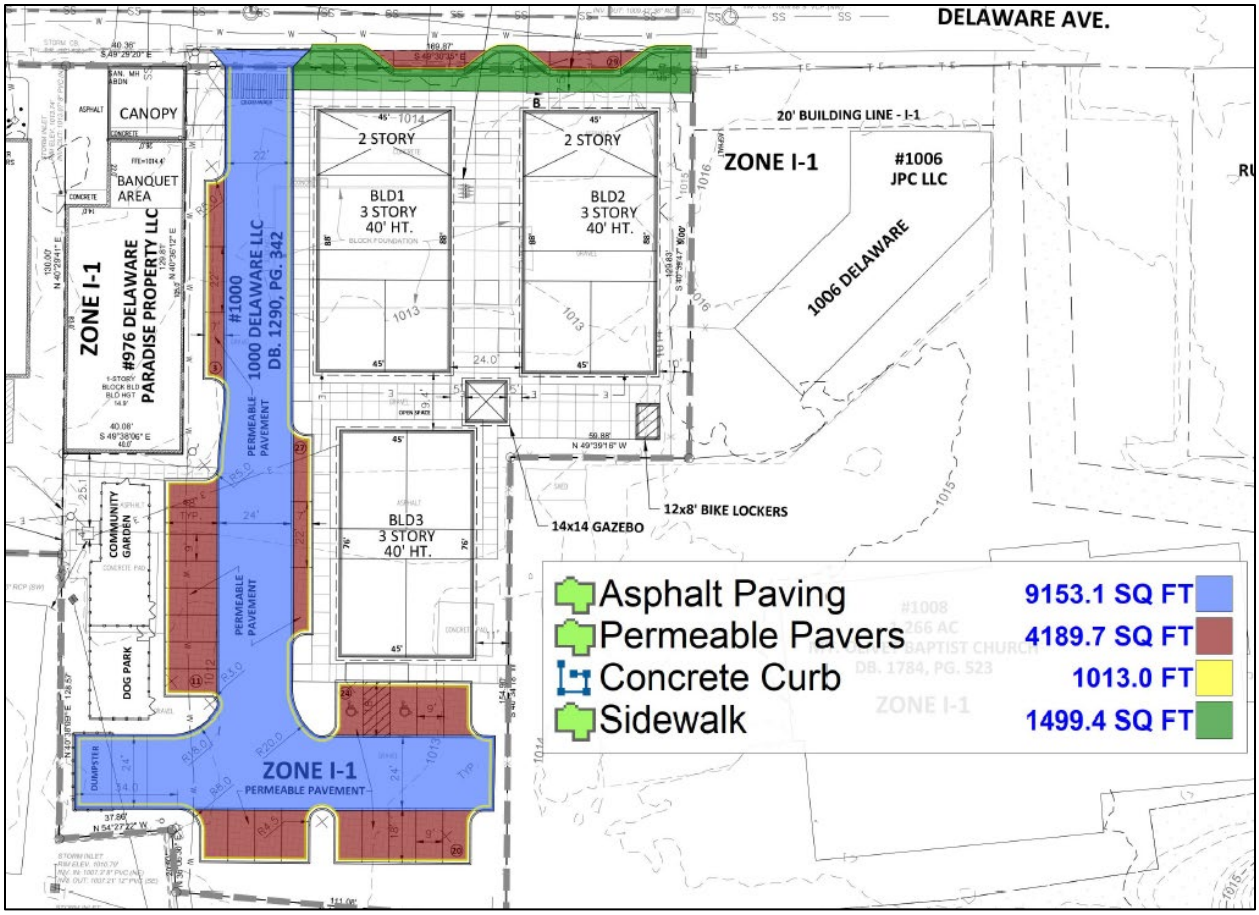
- **Lexington-Fayette County Affordable Housing Fund:** $600,000 in forgivable loans for 12 affordable units, and an additional $200,000 through the Neighborhood Investment Loan Program, which provides low-interest loans for vacant or blighted properties. Both requests will be considered during the August 20, 2025 Affordable Housing Governing Board meeting;
- **LFUCG Stormwater Quality Incentive Grant Program:** $13,505.75 awarded in FY25 for a feasibility study; and an additional $295,621.88 has been requested through in the FY26 program cycle
- **EPA & Kentucky Energy and Environment Cabinet:** $19,800 awarded for a full cost of a Phase II Environmental study.

Public Infrastructure Fund Request

The applicant is requesting $500,000 in Public Infrastructure Program funding for the following improvements:

- Construction of new sidewalks along Delaware Avenue and within the publicly accessible frontage areas of the site;
- Shared/public parking for publicly accessible parking at the front of the site;
- Curb and gutter improvements associated with the above improvements;
- Earthwork associated with the above improvements; and
- Exterior lighting improvements for publicly accessible areas of the site.

The total cost of the infrastructure improvements is $501,241 million, and this request represents 9.2% of the total project budget for hard costs ($5.5 million).


DELAWARE AVE.
20' BUILDING LINE - I-1
ZONE I-1
#1006
JPC LLC
1006 DELAWARE
CANOPY
BANQUET AREA
ZONE I-1
#976 DELAWARE
PARADISE PROPERTY LLC
#1000
1000 DELAWARE LLC
DB. 1290, PG. 342
PERMEABLE PAVEMENT
BLD1
3 STORY
40' HT.
2 STORY
BLD2
3 STORY
40' HT.
2 STORY
BLD3
3 STORY
40' HT.
COMMUNITY GARDEN
DOG PARK
ZONE I-1
PERMEABLE PAVEMENT
14x14 GAZEBO
12x8' BIKE LOCKERS
Asphalt Paving 9153.1 SQ FT
Permeable Pavers 4189.7 SQ FT
Concrete Curb 1013.0 FT
Sidewalk 1499.4 SQ FT

Compliance with Program Requirements

The application as proposed meets the following policy criteria established for Public Infrastructure Program fund applications:

- The maximum amount of individual project funding will not exceed the lesser of $500,000 or 10% of total project costs.
    - The request represents 9.2% of the total project budget, and the applicant has requested $500,000.
- Program funds must assist applicants with public infrastructure improvements and should provide a public benefit.
    - The improvements included in this request comply with program requirements, with the exception of the lighting improvement request. **Lighting improvements are not an eligible improvement for Public Infrastructure Program funding. Staff recommends program funding in the amount of $374,051, which removes lighting improvements from the funding recommendation.**
- Program funds must be used only for actual construction costs.
    - The applicant has not proposed reimbursement for any soft costs in this application.
- The Project must comply with the Comprehensive Plan.
    - This project has an approved development plan. The review process for the development plan confirms compliance with the Comprehensive Plan.
- The Project must comply with Engineering manuals and related requirements.
    - The Division of Engineering has reviewed the project as part of the development plan process and has reviewed proposed improvement costs.
- The Project must start construction within one year.
    - The project is expected to start construction in Summer 2025 with a 12-month construction timeline.
- The Project must result in long-term job creation.
    - The application states that long-term job creation will include 6 to 10 long-term jobs created for each of two (2) commercial units (ground floor commercial spaces), and an additional 1-2 permanent roles for on-site property management and maintenance. Based on this information, the project will create a minimum of 13 permanent jobs.
- The applicant must provide evidence of their ability to leverage private or other external (non-LFUCG) funds.
    - The applicant has submitted evidence of project funding commitments.

Staff Recommendation

Staff recommends approval of a forgivable project loan through allocation of Public Infrastructure Program funds in the amount of $374,051 for site infrastructure improvements with the following conditions:

- Subject to EDIB review and recommendation regarding the loan amount and forgivability of the loan.
- Loan forgiveness is conditioned on the satisfactory completion of the project and compliance with program requirements.
- Disbursement of funds will occur subsequent to proof of expenditure on approved infrastructure.
- Loan funds will be revoked if construction does not commence within 12 months of approval of funding by the Council.
- Loans are to be provided at a rate of 0% interest for a term not to exceed ten years.

Form Name:	Application for Infrastructure Fund
Submission Time:	May 13, 2025 2:21 pm
Browser:	Chrome 136.0.0.0 / Windows
IP Address:	217.180.201.91
Unique ID:	1343861931
Location:	

Application for Infrastructure Fund

Project name	The Railyard
Project address	1000 Delaware Avenue Lexington, KY 40505
Applicant Company Name	1000 Delaware LLC
Primary Contact Name	Will Hanrahan
Primary Contact Phone	[redacted]
Primary Contact Email Address	[redacted]

Project Description

The Railyard is a transformative, mixed-use infill development located at 1000 Delaware Avenue in Lexington, Kentucky. This workforce housing initiative is spearheaded by 1000 Delaware LLC, an entity formed by local developer Will Hanrahan.

The project will deliver 32 thoughtfully designed affordable and market-rate rental units across three newly constructed buildings. It also includes active ground-floor commercial space and pedestrian infrastructure. The Railyard responds directly to Lexington's urgent need for middle-income housing while honoring the site's rich industrial and railroad legacy.

Project Characteristics
● Total Site Area: 1 Acre
● Total Units: 32 residential rental units
● Affordable Units: 12 one-bedroom units at $1000/month, targeted to households earning up to 80% of Area Median Income (AMI)
● Market-Rate Units: 20 one- and two-bedroom units targeting middle-income workers
● Commercial Space: Two tenant-ready ground-floor retail suites (1500 sq ft each) intended for local entrepreneurs (e.g., coffee shop, yoga, small grocer)
● Construction Type: Type V wood-frame; fire sprinklered
● Design Theme: Urban Industrial, with materials such as corrugated metal arranged in a shipping container-like aesthetic
● Building Height: Each building is three stories with no more than four units per floor above grade; egress by single-stair design, compliant with the 2018 Kentucky Building Code
● Construction Timeline: Targeted groundbreaking in Late Summer 2025, with a 12-month build
● Hard Costs: $5.5 Million
● Total Development Cost: $6.7 Million

Location and Surrounding Neighborhood
The site is located in a Justice40-approved disadvantaged census tract, historically underserved and undergoing grassroots revitalization. Situated at 1000 Delaware Avenue, the property lies within a corridor once dominated by railroad and industrial uses. It is just off Winchester Road and within two miles of downtown Lexington, the University of Kentucky, and several major healthcare employers.

The Railyard development is surrounded by a diverse mix of light industrial buildings, longtime small businesses (such as Pasta Garage and Paradise Cycles), churches, and residential neighborhoods. Its immediate neighbors include the Mt. Olivet Baptist Church. The site is part of an Adaptive Reuse Overlay

District and falls under the I-1 zone, accommodating a mix of commercial and residential uses.

This location offers tremendous potential for walkable urban living, with access to Lextran bus routes, the proposed East Lexington Trail, and nearby community institutions such as Ashland Elementary School. It also sits along the CSX freight corridor, emphasizing its industrial heritage.

Site History and Industrial Legacy
The Railyard is deeply rooted in Lexington's rail and manufacturing history. The site was once part of the Chesapeake & Ohio Railway's "Netherland Yard," a hub of passenger and freight activity since the late 19th century. It housed an engine house, coaling tower, turntable, and depot. Remnants of this era, including the still-standing concrete coaling tower and depot-turned-church, contribute to the site's historical narrative.

According to Phase I and Phase II Environmental Site Assessments, the property has hosted various industrial uses since at least the 1930s, including a stone-cutting facility, motor freight station, cement works, junkyard, and automotive repair shop. This brownfield legacy informed the development's aesthetic choices and underscored the need for revitalization efforts in this corridor.

Design and Planning Highlights
● Adaptive Reuse Integration: The Railyard development was submitted and approved to amend an existing Adaptive Reuse Final Development Plan for the adjacent Pasta Garage property. This allows the project to preserve the corridor's architectural fabric while integrating modern, code-compliant new construction.
● Pedestrian and Bike-Friendly Design: The project includes bike racks, ADA-compliant ramps, dedicated pedestrian pathways, and enhanced landscaping to promote connectivity and safety.
● Single-Stair: The upper residential units follow a single-stair typology, with units limited to four per floor and egress distances under 125 feet.
● Environmental Site Readiness: A Targeted Brownfield Assessment funded by the EPA through Kentucky's Department for Energy & Environment helped de-risk the site for redevelopment.

Community Impact
The Railyard directly supports Lexington's housing goals, especially around workforce retention, affordability, and equitable land use. Only 12.3% of Lexington's affordable housing stock is available for households earning 80% AMI or more, leaving essential workers like teachers, nurses, and firefighters with few

options. This project helps fill that gap.

Economic and social benefits include:
● Revitalization of a long-vacant brownfield site into active, productive use
● Creation of approximately 50 temporary construction jobs and 20 permanent jobs
● Affordable housing opportunities near employment centers and public transit
● Support for local entrepreneurs through accessible commercial storefronts

Public Infrastructure Proposed for Funding

Publicly Accessible Sidewalks
Division: 32-13-00
Scope: Construction of new sidewalks along Delaware Avenue and within the publicly accessible frontage areas of the site.

These sidewalks will provide continuous, ADA-compliant pedestrian access across the site and connect directly to the existing public sidewalk network. This improves walkability, enhances safety for pedestrians, and encourages multimodal connectivity for residents, workers, and visitors.

Without Program support, there is currently no sidewalk in front of this property. The sidewalks are not exclusive to residents; they serve the public by connecting to transit routes and nearby small businesses.

Shared/Public Parking
Division: 32-12-00
Scope: Construction of asphalt paving dedicated to publicly accessible parking at the front of the site.

This parking is open to everyone: patrons of the commercial storefronts, visitors to neighboring businesses, and guests. By having parking for shared public use, the project supports local economic development and makes the site more inviting and usable by the broader community.

These shared-use parking areas are an important public-facing amenity that helps activate the retail portion of the project. They support long-term job creation by making the storefronts viable for small business tenants and improving customer access. Without infrastructure support, the private development would not be able to subsidize this level of public-access parking.

Curb and Gutter
Division: 32-16-00
Scope: Installation of curb and gutter along public-access drives and walkways.

These features define safe pedestrian and vehicle boundaries, manage stormwater runoff, and are essential to maintaining long-term functionality of the public parking and sidewalk systems.

Curb and gutter systems support broader infrastructure resilience and safety. Their inclusion ensures proper drainage away from public paths and minimizes long-term wear on paved public areas. This work directly benefits the public and supports accessibility for users of all ages and abilities.

Exterior Lighting
Division: 26-56-00
Scope: Installation of lighting to cover all publicly accessible areas of the site including sidewalks, parking, and front-facing pedestrian zones.

Public lighting enhances safety, visibility, and accessibility during evening hours for pedestrians, cyclists, and customers. It helps deter crime, supports after-hours use of local businesses, and contributes to a more welcoming and vibrant streetscape.

Reimbursement ensures the public areas are safely and consistently lit, reinforcing the project's role in neighborhood revitalization and community well-being.

These components serve the public directly, are accessible beyond just private residents, and are essential to activating the commercial spaces and enhancing the public realm. Funding under the Lexington Public Infrastructure Program is the only path to delivering these benefits at the scale needed. Without this funding, this entire project would not be possible, as the $500,000 request is a vital component of our capital stack.

Expected Impact of Public Infrastructure

The proposed public infrastructure will significantly improve connectivity, safety, and accessibility in an underserved corridor. These improvements fill existing infrastructure gaps, activating a previously vacant site and enhancing walkability in a mixed-use area identified as a priority for infill development.

The new sidewalks will close a long-standing sidewalk gap on Delaware Avenue, linking residents and visitors to nearby transit stops, schools, and businesses. They will also improve pedestrian flow and ADA accessibility within a key section of the Urban Service Area.

Public parking will ease congestion on nearby residential streets and provide convenient access for visitors and customers of on-site and adjacent businesses. This shared-use parking supports a more walkable commercial environment and encourages economic activity in a revitalizing corridor.

Curb and gutter infrastructure will enhance stormwater management by integrating with the city's existing system. This helps reduce runoff issues and protect surrounding streets and sidewalks, contributing to long-term infrastructure sustainability.

Exterior lighting will improve nighttime visibility and reduce safety risks along the corridor. It will also increase the usability of the site after dark, supporting after-hours commercial activity and reinforcing community presence.

Together, these improvements deliver lasting public value by enhancing Lexington's infrastructure network, promoting safe and inclusive transportation options, and directly supporting new job creation through activated commercial space.

Cost Estimate

The total estimated cost of the proposed public infrastructure improvements is $501,240. These costs represent actual hard construction expenses for publicly accessible infrastructure elements, including sidewalks, public parking, curb and gutter, exterior lighting, and supporting earthwork and pavers.

These improvements are integral to the functionality, accessibility, and public benefit of the Railyard development.

Summary of Costs:
Total Eligible Infrastructure Costs: $501,240

Total Construction Costs: $5,446,220

Total Project Budget (Including Soft Costs and Contingencies): $6.7 million

Eligible Expenses

1000 Delaware Ave. - Site Paving Budget
Date: 5/12/2025
Project: 25 Misc 02 - Railyard Paving

Division Detail
Division: 26-56-00
Description: Exterior Lighting
Takeoff Quantity: 20,689.00 SF
Cost/Unit: $6.15 /SF
Total Amount: $127,190

Division: 31-01-00
Description: Earthwork
Takeoff Quantity: 20,689.00 SF
Cost/Unit: $7.53 /SF
Total Amount: $155,792

Division: 32-12-00
Description: Asphalt Paving
Takeoff Quantity: 1,017.00 SF
Cost/Unit: $49.77 /SF
Total Amount: $50,616

Division: 32-13-00
Description: Sidewalks
Takeoff Quantity: 1,500.00 SF
Cost/Unit: $14.38 /SF
Total Amount: $21,567

Division: 32-14-00
Description: Unit Pavers
Takeoff Quantity: 4,189.00 SF
Cost/Unit: $27.65 /SF
Total Amount: $115,826

Division: 32-16-00
Description: Curb & Gutter
Takeoff Quantity: 1,013.00 SF
Cost/Unit: $29.86 /SF
Total Amount: $30,250

Estimate Totals
Subtotal: $501,240
Total: $501,240

Evidence of new on-site long-term job creation	The Railyard project will generate both temporary construction employment and permanent on-site jobs, directly supporting the goals of the Lexington Public Infrastructure Program. Approximately 50 temporary construction jobs will be created over the 12-month build timeline, including work for skilled trades, subcontractors, and suppliers. This will provide a short-term economic boost to the local construction workforce. The project is expected to result in approximately 20 permanent jobs upon completion. This includes an estimated 6 to 10 long-term jobs created in each commercial unit, through the activation of two ground-floor commercial spaces (totaling 3,000 square feet). These spaces are designed for neighborhood-serving uses such as a café, studio, or local retail each of which typically supports multiple staff positions. An additional 1-2 permanent roles will be required for on-site property management and maintenance, ensuring continued operations, leasing, resident support, and upkeep. The remaining jobs are anticipated through tenant hiring, particularly if food or service businesses occupy the storefronts, which tend to maintain higher staffing levels. By delivering mixed-use space with public-facing infrastructure, the project enables and sustains job creation that would not be possible without this investment. These jobs will contribute to the long-term vitality of the area and reflect the city's goals of infill development, economic opportunity, and neighborhood revitalization.
Division of Planning Compliance	https://www.formstack.com/admin/download/file/17996513564
Stamped Engineering Plans	https://www.formstack.com/admin/download/file/17996513565
Evidence of Project Financing	https://www.formstack.com/admin/download/file/17996513566

Other LFUCG Funds	● Lexington Affordable Housing Fund: Have submitted an application and are discussing an amount of $600,000 in forgivable loans ($50,000 per affordable unit). ● City of Lexington Division of Water Quality: Awarded a Stormwater Quality Incentive Grant for feasibility study. (Fiscal Year 2025 Class B Infrastructure for $13,503.75. We plan to take our findings from the feasibility study to apply for an implementation grant for 2026.
Other Public Funds	● EPA & Kentucky EEC: Alongside the Bluegrass Area Development District, it funded a Targeted Brownfield Assessment to cover the Phase II Environmental Assessment ($20,000)
Project Timeline:	● Planning Approval: Development Plan was unanimously approved by the Lexington Planning Commission on March 13, 2025 ● Bid Documents are currently being finalized to put the project out to Bid with General Contractors, for a June bidding process with contractor selection planned for July. ● Phase II Environmental: Fieldwork completed and a property management plan was accepted by the state to enter the site into the brownfields program ● Survey: Completed ● Geotechnical Exploration: Completed ● Projected Start: Summer 2025 ● Build Timeline: 12 months ● Site Work Schedule Estimate ● Earthwork - September to early October 2025 ● Underground Utilities & Electrical Stub Outs - October-November 2025 ● Curb & Gutter + Sidewalk Subgrade Prep - March-April 2026 ● Asphalt Paving + Unit Pavers - June-July 2026 ● Exterior Lighting Final Installation & Activation - July-August 2026

MAYOR LINDA GORTON

LEXINGTON

RICHARD MCQUADY
DIRECTOR
AFFORDABLE HOUSING

April 29, 2025

Mr. William Hanrahan, Owner
1000 Delaware, LLC
357 Preston Avenue
Lexington, KY 40502

Dear Mr. Hanrahan,

The Affordable Housing Fund of Lexington-Fayette Urban County Government is in receipt of your request for $600,000 for the development of 32 multifamily units to be located at 1000 Delaware Avenue in Lexington, Kentucky. Twelve (12) of the units will be targeted at households whose incomes are at or below 80% of area median income. Based on our review to date, we are excited about moving forward and garnering approval from the Affordable Housing Fund Board once you have the remining construction and permanent funds approved.

We look forward to working with you on this much needed development in Lexington.

Sincerely,

Richard L. McQuady
Affordable Housing Manager

MAYOR LINDA GORTON

LIZ SHEEHAN
5TH DISTRICT COUNCILMEMBER

November 21st, 2024

1000 Delaware LLC
357 Preston Ave
Lexington, KY 40502

To Whom it May Concern:

Housing availability and affordability continue to be a pressing challenge across the United States, including here in Lexington-Fayette County. As the Councilmember for the 5th District of Lexington, a member of our Homelessness Prevention & Intervention Board, and longtime housing advocate, I am writing in full support of the proposed development of the 1 acre site located at 1000 Delaware Avenue. Adding thirty-four (34) units to our housing supply – with twelve (12) units available for our neighbors earning up to 80% of the Area Median Income (AMI) – will positively impact our housing deficit. This proposed development also includes commercial spaces which will encourage entrepreneurship and community building near these new housing units.

This project serves as an example of adaptive reuse and infill development that is called for in our local Comprehensive Plan. Reimagining this former industrial site to become a mix of residential and commercial space will enhance Lexington's job growth and economic development opportunities, and can hopefully serve as a model for other private developers within our community to prove the viability of mixed-used, mix-rate housing options. This ideal location is near educational institutions, our downtown corridor, healthcare facilities and near a concentration of potential employers and services.

This mixed-use project is creative, a better use of land within the Urban Service Area, will help to provide critically needed housing options across all income levels, and will provide temporary construction jobs and permanent retail opportunities. I am eager to see this project begin in the summer of 2025.

Sincerely,

Liz Sheehan
5th District Councilmember

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FORGIVABLE LOAN AGREEMENT AND RELATED DOCUMENTS WITH 1000 DELAWARE LLC, PURSUANT TO THE PUBLIC INFRASTRUCTURE PROGRAM, FOR SIDEWALK AND SHARED/PUBLIC PARKING AND RELATED INFRASTRUCTURE IMPROVEMENTS AS WELL AS THE CREATION OF JOBS, AT A COST NOT TO EXCEED $374,051.00.

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 Forgivable Loan Agreement, which is attached hereto and incorporated herein by reference, and related documents, with 1000 Delaware LLC, pursuant to the Public Infrastructure Program, for sidewalk and shared/public parking and related infrastructure improvements as well as the creation of jobs.

Section 2 – That an amount, not to exceed the sum of $374,051.00, be and hereby is approved for payment to 1000 Delaware LLC, from account # 1144-133004-0001-78103, pursuant to the terms of the Forgivable Loan 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
0707-25::EPT_4936-0186-7102, v. 1

RESOLUTION NO. 388 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FORGIVABLE LOAN AGREEMENT AND RELATED DOCUMENTS WITH 1000 DELAWARE LLC, PURSUANT TO THE PUBLIC INFRASTRUCTURE PROGRAM, FOR SIDEWALK AND SHARED/PUBLIC PARKING AND RELATED INFRASTRUCTURE IMPROVEMENTS AS WELL AS THE CREATION OF JOBS, AT A COST NOT TO EXCEED $374,051.00.

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 Forgivable Loan Agreement, which is attached hereto and incorporated herein by reference, and related documents, with 1000 Delaware LLC, pursuant to the Public Infrastructure Program, for sidewalk and shared/public parking and related infrastructure improvements as well as the creation of jobs.

Section 2 – That an amount, not to exceed the sum of $374,051.00, be and hereby is approved for payment to 1000 Delaware LLC, from account # 1144-133004-0001-78103, pursuant to the terms of the Forgivable Loan Agreement.

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

PASSED URBAN COUNTY COUNCIL: August 28,2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0707-25::EPT_4936-0186-7102, v. 1

FORGIVABLE LOAN AGREEMENT

THIS FORGIVABLE LOAN AGREEMENT ("Loan Agreement"), dated as of this 29 day of August, 2025, is made by and between:

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507
("LFUCG")

And

1000 Delaware LLC
a Kentucky Limited Liability Company
357 Preston Avenue
Lexington, KY 40502
("Organization")

Witnesseth

WHEREAS, Organization proposes to develop twenty market-rate and twelve affordable residential rental units, with ground-floor commercial space, on a one acre site located at 1000 Delaware Avenue, which has largely been underutilized within the Urban Service Area; and

WHEREAS, the development requires sidewalks and shared/public parking, which will benefit surrounding properties (the Project"); and

WHEREAS, the Organization has applied for funding under LFUCG's Public Infrastructure Program; and

WHEREAS, the Organization's application for funding under the Public Infrastructure Program ("the Program") complies with the requirements of the Program; and

WHEREAS, Organization has committed to the hiring and retention of thirteen additional qualified employees in Fayette County for at least the period of time provided in this Agreement; and

WHEREAS, LFUCG recognizes that the Project will provide a benefit to the community and that the location of this Project will be of significant benefit to Fayette County, both economically and through improvement of infrastructure; and

WHEREAS, LFUCG finds that the provision of economic incentives from the Public Infrastructure Fund towards the Project, provided herein, is in the public interest as it will create new jobs, will provide critical infrastructure; and

WHEREAS, the Organization is agreeable to accepting the funding provided pursuant to this Agreement with the understanding that its use is limited to offsetting costs directly related to the Project and as further restricted through the terms of this Loan Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

Recital

This Forgiveable Loan Agreement ("Agreement") provides for a forgivable loan in the amount of three hundred seventy-four thousand fifty-one dollars and zero cents **($374,051.00)** from LFUCG to 1000 Delaware LLC (hereinafter "Organization") pursuant to the terms of this Agreement. In order to induce LFUCG to enter into this Loan Agreement and to make the Loan, the Organization is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1
Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Organization's accountant unless explicitly authorized by LFUCG.

An "Affiliate" of, or a Person "Affiliated" with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

"Disbursement" shall mean the distribution of proceeds of the Loan by LFUCG to Organization.

"Employee" shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined below) at the Project Site, which shall be located in Fayette County, Kentucky (as opposed a part-time employee or independent contractor), hired after the effective date of this Agreement and retained by the Organization and working in Fayette County.

"Event of Default" shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Loan Agreement.

"Full Time Job" shall mean a job held by a person employed (an employee) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the Lexington-Fayette County occupational license fee.

"Gross Salaries" shall mean the salaries and wages paid to the Organization's Employees, as defined above.

"Hire" or its derivative shall mean the creation of a new Full Time Job in Lexington-Fayette County.

"Jobs Requirement" shall have the meaning set forth in Section 3.15, hereof.

"Loan" shall mean the forgivable loan in the principal amount of $374,051.00 from LFUCG to the Organization as further provided in Section 2 of this Loan Agreement, as evidenced by the Note attached as Exhibit B to this Agreement.

"Loan Documents" shall mean this Loan Agreement and Exhibits to this Agreement, and all other instruments or agreements related thereto.

"LFUCG" shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

"Note" shall mean the promissory note attached as Exhibit B to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Organization" shall mean Organization and any subsidiary companies or other affiliates owned or controlled by Organization in Fayette County.

"Person" shall mean any person, firm, trust, corporation, partnership, limited liability Organization, business organization, or other entity.

"Project" shall mean certain sidewalk and shared/public parking improvements on the property located at 1000 Delaware Avenue, as further described in the attached Exhibit A, which is incorporated herein by reference. Organization understands and agrees that any material change to the proposed Project will require the advance written approval of LFUCG.

"Project Site" shall mean the property on which the Project, as further described in Exhibit A which is incorporated herein by reference, is located, and which the Organization has an access easement thereto (if applicable).

"Public Infrastructure" shall have the same definition as provided in LFUCG Ordinance No. 141-22 pertaining to the Public Infrastructure Fund.

"Public Infrastructure Fund" shall mean the fund created pursuant to LFUCG Ordinance No. 141-22.

"Request for Disbursement" shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Loan, in form, substance, and detail satisfactory to the LFUCG.

SECTION 2
The Loan

LFUCG agrees to provide the Organization with a forgivable loan (the Loan) in accordance with the terms and condition of the Loan Documents, as follows:

2.1 Amount. The principal amount of the Loan shall be up to a maximum amount of three hundred seventy-four thousand fifty-one dollars and zero cents (**$374,051.00**), as evidenced by the Note attached hereto and made a part hereof as Exhibit B.

2.2 Interest. Interest at the rate of zero percent (0.00%) of the outstanding principal shall be assessed annually. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of twelve percent (12%) per annum from the date of default shall be assessed.

2.3 Disbursement. Disbursements of proceeds of the Loan shall be made by LFUCG to the Organization as reimbursement for qualifying Public Infrastructure expenditures on the Project Site. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Loan set forth in Article 7 of this Agreement and in each of the other Loan Documents, and (iii) LFUCG has received properly completed and executed copies of Exhibit C not less than thirty (30) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG.

2.4 Payments. Payment on the Loan shall be deferred as long as the Organization complies with the Loan Documents. Should the Project be completed, to the sole satisfaction of LFUCG, within two years from the execution of this Agreement, one hundred percent (100%) of the outstanding principal and interest shall be forgiven for as long as Organization has otherwise fully complied with the terms of the Loan Documents and satisfied all duties and obligations established thereunder.

Notwithstanding the above, in the event the Project is not completed, to the sole satisfaction of LFUCG, within two (2) years after execution of this Agreement, the Loan shall be repaid in forty (40) consecutive quarterly installments of principal and interest (the latter bearing a rate of twelve percent (12%) per annum as provided in Section 2.2) all of which shall be due on the 15th day of January, April, July, and October of each year.

The number of quarterly installments may be amended by agreement of the Mayor, with approval of the Economic Development Investment Board, and the Borrower, provided the change does not reduce the amount repaid to LFUCG by the Borrower. Otherwise, any amendment affecting the number of quarterly installments shall require Council approval. The amount due for any given payment, which shall be determined by LFUCG and provided to Borrower, shall be calculated as the amount that would be required to fully repay all distributions already made at the time of payment, plus applicable interest, fees, penalties, and costs, in quarterly payments, by the conclusion of the repayment term. The first payment shall be due thirty (30) days after the two-year anniversary of this Agreement.

In the event of default, the entire principal distributed at the time of default, interest, and any additional interest as provided in Section 2.2, shall be due and payable within ten (10) days of LFUCG providing Organization with a written notice of demand of the balance owing, as provided in Section 6.1 of this Agreement. All outstanding amounts will bear interest as provided in the Note and Section 2.2 of this Agreement.

2.5. Prepayment. The Organization shall have the right at any time and without penalty to prepay the Note in whole or in part.

2.6. Ceasing Disbursement. The LFUCG may, at its sole discretion, cease any future disbursement(s) should any Event of Default occur prior to that disbursement being sent.

SECTION 3
General Covenants

In consideration for the provision of the Loan by LFUCG, the Organization agrees that, until the terms of this Agreement are fulfilled or as otherwise provided, it shall perform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Organization shall not, without the prior written consent of LFUCG:

(a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;

(b) Substantially cease its business operations at the Project Site;

(c) Enter into any agreement for the assumption of the Loan by any other Person; or,

(d) Undertake a change in majority ownership, management, or control.

3.2 Financial Statements and Business Records. The Organization shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied and keep business records in accordance with good business practices in the industry. Upon LFUCG's request or the request of its Economic

Development Investment Board at reasonable times and places, the Organization shall make its business records available to LFUCG for inspection on a confidential basis. During the term of the Loan, the Organization shall furnish to LFUCG, at LFUCG's request, annual financial reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Organization shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report ("Information") shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

3.3 Designation of Agent. The Organization shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky, to accept service of process. The Organization shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Organization shall pay as they become due all taxes, assessments, governmental charges, levies, and any other claims e.g. labor, materials, supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Organization's property, unless the Organization is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Loan Proceeds. The proceeds of the Loan shall be used exclusively for the construction of necessary public infrastructure related to the Project, including sanitary sewer, public parking, public transit improvements/enhancements, public sidewalks, public multi-use paths and public roads (curb, gutter, and utility relocation as needed) and those expenses typically related to hard construction costs, as provided in Exhibit A. Loan proceeds may not be used for project design, engineering, and other soft costs. Notwithstanding anything in the Loan Documents, the proceeds of the Loan may not be used for lighting improvements.

3.6 Properties and Insurance. The Organization shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Loan. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 5 hereof.

3.7 Entity Existence. The Organization shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Organization shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses issued to it, except where non-compliance (a) would not have a material adverse effect on the Organization's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Construction of the Project. Construction of the Project shall be commenced within twelve months from the date of this Agreement's execution.

3.10 Indemnification. The Organization shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) directly arising out of or in connection with the Organization's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Organization acknowledges and agrees that this indemnity provision shall survive the termination of this Agreement.

3.11 Access. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Loan Agreement.

3.12 Equal Opportunity; Fairness Ordinance. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Loan Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

3.14 Dedication of Project to Government. Organization agrees to dedicate the Project to LFUCG upon completion and acceptance by LFUCG, if requested by LFUCG.

3.15 Jobs Requirement.

The Organization shall hire and retain thirteen (13) employees in Fayette County for at least a period of ten (10) years from the completion of the Project's construction as determined in the sole discretion of LFUCG. Biannually each year (in June and December), Organization shall provide LFUCG, on a form substantially similar to Exhibit D, with a certification of the following information: (i) the number of jobs maintained by the Organization in Fayette County as the date of submittal and the Gross Salaries related to its Employees/aggregate payroll in Fayette County; (ii) the aggregate real and personal property improvements made prior to such date; and (iii) a written certification of compliance with the terms and conditions of the Loan Documents.

3.16 Sale of Project Site. Organization shall receive the approval of LFUCG prior to any transfer of the Project Site.

SECTION 4
Representations and Warranties

The Organization hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Loan Agreement):

4.1 Existence. The Organization is a duly organized and validly existing corporation under the laws of the Commonwealth of Kentucky qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Organization's ability to meet its obligations hereunder. The Organization shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Organization shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Organization has the legal power, capacity, and right to execute and deliver all of the Loan Documents to which it is a party, and to observe and perform all of the provisions of the Loan Documents to which it is a party. Neither the Organization's execution or delivery of the Loan Documents nor the performance or observance by the Organization of the provisions of the Loan Documents violates any law applicable to it or otherwise constitutes a default or a violation under, or results in the imposition of any lien under, or conflicts with, or results in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Loan Documents to which Organization is a party on behalf of the Organization has been duly authorized to do so, and the Loan Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Organization enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Organization is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Organization's financial condition or otherwise impair its ability to honor the commitments made herein (in each case, after giving effect to applicable insurance coverage). The Organization is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Organization's financial statements, heretofore furnished to LFUCG and its Economic Development Investment Board, are true and complete in all material respects, have been prepared on the cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Organization's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Organization's financial condition, properties, or businesses.

4.5 Default. No Event of Default exists under this Loan Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Organization does represent and certify that the financial incentives being provided by the LFUCG are necessary for the development of a senior living community with onsite medical clinic and the Project, and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.15, above.

SECTION 5
Events of Default

Each of the following shall constitute an Event of Default under this Loan Agreement:

5.1 Payments. The failure of the Organization to make payments of under the Note or this Loan Agreement when same shall be due and payable and the continuation of such failure for ten (10) days after such payment first becomes due.

5.2 Covenants and Agreements. If the Organization violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, representation, or other provision contained or referred to in, or any non-monetary default occurs under, the Loan Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided herein) after LFUCG has given written notice thereof to the Organization. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Loan Documents to which Organization is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Loan Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Organization, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Loan Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Organization from LFUCG.

5.5 Dissolution or Termination of Existence. If the Organization or any person, firm, or corporation controlling the Organization takes any action that is intended to result in the Organization's termination, dissolution, or liquidation, or to cease operation of the Project for a period of at least three (3) months.

5.6 Solvency.

(a) If the Organization shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Loan Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Organization in proceedings under the federal bankruptcy laws (in effect on the day of this Loan Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator of all or any material part of the Organization's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.8 Loan Documents. If, for any reason, any of the Loan Documents to which Organization is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Organization as to the validity or enforceability thereof.

SECTION 6
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the Loan immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Loan Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7
Conditions Precedent

LFUCG's obligation to make the Loan shall be conditioned upon the fulfillment of the following conditions prior to the making of such Loan:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Organization in its application to LFUCG or relating to any of the Loan Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Loan is made and shall be so evidenced by a certificate executed by the Organization's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Loan.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Organization shall have observed or complied with all provisions of this Loan Agreement.

7.4 Insurance Policy. The Organization shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.5 Employment Waiver and Authorization. The Organization hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people employed by the Organization at the Project Site, and the number of hours worked

by those employees. The Organization hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Loan Agreement.

7.6 Corporate Existence and Authorization. The Organization shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Kentucky Secretary of State's Office and copies of its Articles of Incorporation and any amendments thereto.

7.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Organization of any of their respective rights or duties under this Agreement or the other Loan Documents.

7.8 Review and Recommendation from the Division of Planning. Organization shall receive the approval from LFUCG's Division of Planning prior to receiving any funds under the Loan Documents, including any approvals necessary from LFUCG's Planning Commission.

SECTION 8
Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect to, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Organization's obligations under the Loan Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Loan Agreement shall bind and benefit the Organization and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Organization of its rights and obligations under this Loan Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Loan Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Loan Agreement.

8.5 Governing Law. The Loan Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Loan Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Loan Agreement and the Loan Documents to which Organization is a party brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

8.7 Entire Agreement. These Loan Documents shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

8.8 Assignments or Modifications. The Organization may not assign its rights under this Loan Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Loan Agreement may be modified only in a writing executed by LFUCG and the Organization.

8.9 Severability. If any part, term, or provision of this Loan Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Loan Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Loan Agreement did not contain that particular part, term, or provision.

SECTION 9
Notices

Any notice required or permitted to be given under this Loan Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to LFUCG: Chief Development Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

ATTN: Kevin Atkins

If to the Organization: 1000 Delaware LLC
357 Preston Avenue
Lexington, KY 40502
Attn: William David Hanrahan

or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10
Survival of Covenants, Agreements, Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Organization herein shall survive the making of the Loan and the execution and delivery of the Loan Documents.

SECTION 11
Fees and Expenses; Costs of Enforcement

If any Event of Default shall occur under the Loan Documents, the Organization shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Loan Documents, including without limitation LFUCG's reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Loan Documents.

SECTION 12
Miscellaneous Provisions

12.1 Term of Loan Agreement. The term of this Loan Agreement shall commence as of the date of this Loan Agreement's execution, and continue until the Loan and all accrued interest thereon have been paid or forgiven in full, or the Organization has performed all its other obligations hereunder, whichever occurs later.

12.2 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

12.3 Amendments. By mutual agreement, the Parties may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make any such material changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

12.4 Third Party Beneficiaries. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either the Organization or LFUCG.

12.5 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Loan Agreement are incorporated into this Loan Agreement as if set out in full in the first place that reference is made thereto.

12.6 Nonliability of LFUCG. This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the Property or for debts or claims accruing to said parties against the Borrower. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Loan Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

12.7 Multiple Counterparts. This Loan Agreement may be signed by each party upon a separate copy, and in such case, one counterpart of this Loan Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

12.8 Waiver. The waiver by either party of any breach of any provision of this Loan Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this Agreement.

12.9 Waivers by the Organization. The Organization hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Loan Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Organization have executed this Loan Agreement as of the day, month and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

Printed Name: Linda Gorton

Title: Mayor

ORGANIZATION:

1000 Delaware LLC

By: _____

Printed Name: WILLIAM AANRAHAN

Title: Owner

ATTEST:

Deputy Mackenzie Stock
Council Clerk

BRENNA LEE D'AMICO
Notary Public
Commonwealth of Kentucky
Commission Number KYNP69740
My Commission Expires Mar 28, 2027

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Fayette)

The foregoing Forgivable Loan Agreement was sworn to, subscribed and acknowledged before me on this 24 day of July, 2025 by William Hanrahan of 1000 Delaware LLC, for and on behalf of said Organization, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: March 28, 2027

4903-6254-3952, v. 1

EXHIBIT A

APPLICATION

Form Name:	Application for Infrastructure Fund
Submission Time:	May 13, 2025 2:21 pm
Browser:	Chrome 136.0.0.0 / Windows
IP Address:	217.180.201.91
Unique ID:	1343861931
Location:	

Application for Infrastructure Fund

Project name	The Railyard
Project address	1000 Delaware Avenue Lexington, KY 40505
Applicant Company Name	1000 Delaware LLC
Primary Contact Name	Will Hanrahan
Primary Contact Phone	[redacted]
Primary Contact Email Address	[redacted]

Project Description

The Railyard is a transformative, mixed-use infill development located at 1000 Delaware Avenue in Lexington, Kentucky. This workforce housing initiative is spearheaded by 1000 Delaware LLC, an entity formed by local developer Will Hanrahan.

The project will deliver 32 thoughtfully designed affordable and market-rate rental units across three newly constructed buildings. It also includes active ground-floor commercial space and pedestrian infrastructure. The Railyard responds directly to Lexington's urgent need for middle-income housing while honoring the site's rich industrial and railroad legacy.

Project Characteristics

- Total Site Area: 1 Acre
- Total Units: 32 residential rental units
- Affordable Units: 12 one-bedroom units at $1000/month, targeted to households earning up to 80% of Area Median Income (AMI)
- Market-Rate Units: 20 one- and two-bedroom units targeting middle-income workers
- Commercial Space: Two tenant-ready ground-floor retail suites (1500 sq ft each) intended for local entrepreneurs (e.g., coffee shop, yoga, small grocer)
- Construction Type: Type V wood-frame; fire sprinklered
- Design Theme: Urban Industrial, with materials such as corrugated metal arranged in a shipping container-like aesthetic
- Building Height: Each building is three stories with no more than four units per floor above grade; egress by single-stair design, compliant with the 2018 Kentucky Building Code
- Construction Timeline: Targeted groundbreaking in Late Summer 2025, with a 12-month build
- Hard Costs: $5.5 Million
- Total Development Cost: $6.7 Million

Location and Surrounding Neighborhood

The site is located in a Justice40-approved disadvantaged census tract, historically underserved and undergoing grassroots revitalization. Situated at 1000 Delaware Avenue, the property lies within a corridor once dominated by railroad and industrial uses. It is just off Winchester Road and within two miles of downtown Lexington, the University of Kentucky, and several major healthcare employers.

The Railyard development is surrounded by a diverse mix of light industrial buildings, longtime small businesses (such as Pasta Garage and Paradise Cycles), churches, and residential neighborhoods. Its immediate neighbors include the Mt. Olivet Baptist Church. The site is part of an Adaptive Reuse Overlay

District and falls under the I-1 zone, accommodating a mix of commercial and residential uses.

This location offers tremendous potential for walkable urban living, with access to Lextran bus routes, the proposed East Lexington Trail, and nearby community institutions such as Ashland Elementary School. It also sits along the CSX freight corridor, emphasizing its industrial heritage.

Site History and Industrial Legacy
The Railyard is deeply rooted in Lexington's rail and manufacturing history. The site was once part of the Chesapeake & Ohio Railway's "Netherland Yard," a hub of passenger and freight activity since the late 19th century. It housed an engine house, coaling tower, turntable, and depot. Remnants of this era, including the still-standing concrete coaling tower and depot-turned-church, contribute to the site's historical narrative.

According to Phase I and Phase II Environmental Site Assessments, the property has hosted various industrial uses since at least the 1930s, including a stone-cutting facility, motor freight station, cement works, junkyard, and automotive repair shop. This brownfield legacy informed the development's aesthetic choices and underscored the need for revitalization efforts in this corridor.

Design and Planning Highlights
- Adaptive Reuse Integration: The Railyard development was submitted and approved to amend an existing Adaptive Reuse Final Development Plan for the adjacent Pasta Garage property. This allows the project to preserve the corridor's architectural fabric while integrating modern, code-compliant new construction.
- Pedestrian and Bike-Friendly Design: The project includes bike racks, ADA-compliant ramps, dedicated pedestrian pathways, and enhanced landscaping to promote connectivity and safety.
- Single-Stair: The upper residential units follow a single-stair typology, with units limited to four per floor and egress distances under 125 feet.
- Environmental Site Readiness: A Targeted Brownfield Assessment funded by the EPA through Kentucky's Department for Energy & Environment helped de-risk the site for redevelopment.

Community Impact
The Railyard directly supports Lexington's housing goals, especially around workforce retention, affordability, and equitable land use. Only 12.3% of Lexington's affordable housing stock is available for households earning 80% AMI or more, leaving essential workers like teachers, nurses, and firefighters with few

options. This project helps fill that gap.

Economic and social benefits include:

- Revitalization of a long-vacant brownfield site into active, productive use
- Creation of approximately 50 temporary construction jobs and 20 permanent jobs
- Affordable housing opportunities near employment centers and public transit
- Support for local entrepreneurs through accessible commercial storefronts

Public Infrastructure Proposed for Funding

Publicly Accessible Sidewalks
Division: 32-13-00
Scope: Construction of new sidewalks along Delaware Avenue and within the publicly accessible frontage areas of the site.

These sidewalks will provide continuous, ADA-compliant pedestrian access across the site and connect directly to the existing public sidewalk network. This improves walkability, enhances safety for pedestrians, and encourages multimodal connectivity for residents, workers, and visitors.

Without Program support, there is currently no sidewalk in front of this property. The sidewalks are not exclusive to residents; they serve the public by connecting to transit routes and nearby small businesses.

Shared/Public Parking
Division: 32-12-00
Scope: Construction of asphalt paving dedicated to publicly accessible parking at the front of the site.

This parking is open to everyone: patrons of the commercial storefronts, visitors to neighboring businesses, and guests. By having parking for shared public use, the project supports local economic development and makes the site more inviting and usable by the broader community.

These shared-use parking areas are an important public-facing amenity that helps activate the retail portion of the project. They support long-term job creation by making the storefronts viable for small business tenants and improving customer access. Without infrastructure support, the private development would not be able to subsidize this level of public-access parking.

Curb and Gutter
Division: 32-16-00
Scope: Installation of curb and gutter along public-access drives and walkways.

These features define safe pedestrian and vehicle boundaries, manage stormwater runoff, and are essential to maintaining long-term functionality of the public parking and sidewalk systems.

Curb and gutter systems support broader infrastructure resilience and safety. Their inclusion ensures proper drainage away from public paths and minimizes long-term wear on paved public areas. This work directly benefits the public and supports accessibility for users of all ages and abilities.

Exterior Lighting
Division: 26-56-00
Scope: Installation of lighting to cover all publicly accessible areas of the site including sidewalks, parking, and front-facing pedestrian zones.

Public lighting enhances safety, visibility, and accessibility during evening hours for pedestrians, cyclists, and customers. It helps deter crime, supports after-hours use of local businesses, and contributes to a more welcoming and vibrant streetscape.

Reimbursement ensures the public areas are safely and consistently lit, reinforcing the project's role in neighborhood revitalization and community well-being.

These components serve the public directly, are accessible beyond just private residents, and are essential to activating the commercial spaces and enhancing the public realm. Funding under the Lexington Public Infrastructure Program is the only path to delivering these benefits at the scale needed. Without this funding, this entire project would not be possible, as the $500,000 request is a vital component of our capital stack.

Expected Impact of Public Infrastructure

The proposed public infrastructure will significantly improve connectivity, safety, and accessibility in an underserved corridor. These improvements fill existing infrastructure gaps, activating a previously vacant site and enhancing walkability in a mixed-use area identified as a priority for infill development.

The new sidewalks will close a long-standing sidewalk gap on Delaware Avenue, linking residents and visitors to nearby transit stops, schools, and businesses. They will also improve pedestrian flow and ADA accessibility within a key section of the Urban Service Area.

Public parking will ease congestion on nearby residential streets and provide convenient access for visitors and customers of on-site and adjacent businesses. This shared-use parking supports a more walkable commercial environment and encourages economic activity in a revitalizing corridor.

Curb and gutter infrastructure will enhance stormwater management by integrating with the city's existing system. This helps reduce runoff issues and protect surrounding streets and sidewalks, contributing to long-term infrastructure sustainability.

Exterior lighting will improve nighttime visibility and reduce safety risks along the corridor. It will also increase the usability of the site after dark, supporting after-hours commercial activity and reinforcing community presence.

Together, these improvements deliver lasting public value by enhancing Lexington's infrastructure network, promoting safe and inclusive transportation options, and directly supporting new job creation through activated commercial space.

Cost Estimate

The total estimated cost of the proposed public infrastructure improvements is $501,240. These costs represent actual hard construction expenses for publicly accessible infrastructure elements, including sidewalks, public parking, curb and gutter, exterior lighting, and supporting earthwork and pavers.

These improvements are integral to the functionality, accessibility, and public benefit of the Railyard development.

Summary of Costs:
Total Eligible Infrastructure Costs: $501,240

Total Construction Costs: $5,446,220

Total Project Budget (Including Soft Costs and Contingencies): $6.7 million

Eligible Expenses

1000 Delaware Ave. - Site Paving Budget
Date: 5/12/2025
Project: 25 Misc 02 - Railyard Paving

Division Detail
Division: 26-56-00
Description: Exterior Lighting
Takeoff Quantity: 20,689.00 SF
Cost/Unit: $6.15 /SF
Total Amount: $127,190

Division: 31-01-00
Description: Earthwork
Takeoff Quantity: 20,689.00 SF
Cost/Unit: $7.53 /SF
Total Amount: $155,792

Division: 32-12-00
Description: Asphalt Paving
Takeoff Quantity: 1,017.00 SF
Cost/Unit: $49.77 /SF
Total Amount: $50,616

Division: 32-13-00
Description: Sidewalks
Takeoff Quantity: 1,500.00 SF
Cost/Unit: $14.38 /SF
Total Amount: $21,567

Division: 32-14-00
Description: Unit Pavers
Takeoff Quantity: 4,189.00 SF
Cost/Unit: $27.65 /SF
Total Amount: $115,826

Division: 32-16-00
Description: Curb & Gutter
Takeoff Quantity: 1,013.00 SF
Cost/Unit: $29.86 /SF
Total Amount: $30,250

Estimate Totals
Subtotal: $501,240
Total: $501,240

Evidence of new on-site long-term job creation	The Railyard project will generate both temporary construction employment and permanent on-site jobs, directly supporting the goals of the Lexington Public Infrastructure Program. Approximately 50 temporary construction jobs will be created over the 12-month build timeline, including work for skilled trades, subcontractors, and suppliers. This will provide a short-term economic boost to the local construction workforce. The project is expected to result in approximately 20 permanent jobs upon completion. This includes an estimated 6 to 10 long-term jobs created in each commercial unit, through the activation of two ground-floor commercial spaces (totaling 3,000 square feet). These spaces are designed for neighborhood-serving uses such as a café, studio, or local retail each of which typically supports multiple staff positions. An additional 1-2 permanent roles will be required for on-site property management and maintenance, ensuring continued operations, leasing, resident support, and upkeep. The remaining jobs are anticipated through tenant hiring, particularly if food or service businesses occupy the storefronts, which tend to maintain higher staffing levels. By delivering mixed-use space with public-facing infrastructure, the project enables and sustains job creation that would not be possible without this investment. These jobs will contribute to the long-term vitality of the area and reflect the city's goals of infill development, economic opportunity, and neighborhood revitalization.
Division of Planning Compliance	https://www.formstack.com/admin/download/file/17996513564
Stamped Engineering Plans	https://www.formstack.com/admin/download/file/17996513565
Evidence of Project Financing	https://www.formstack.com/admin/download/file/17996513566

Other LFUCG Funds	● Lexington Affordable Housing Fund: Have submitted an application and are discussing an amount of $600,000 in forgivable loans ($50,000 per affordable unit). ● City of Lexington Division of Water Quality: Awarded a Stormwater Quality Incentive Grant for feasibility study. (Fiscal Year 2025 Class B Infrastructure for $13,503.75. We plan to take our findings from the feasibility study to apply for an implementation grant for 2026.
Other Public Funds	● EPA & Kentucky EEC: Alongside the Bluegrass Area Development District, it funded a Targeted Brownfield Assessment to cover the Phase II Environmental Assessment ($20,000)
Project Timeline:	● Planning Approval: Development Plan was unanimously approved by the Lexington Planning Commission on March 13, 2025 ● Bid Documents are currently being finalized to put the project out to Bid with General Contractors, for a June bidding process with contractor selection planned for July. ● Phase II Environmental: Fieldwork completed and a property management plan was accepted by the state to enter the site into the brownfields program ● Survey: Completed ● Geotechnical Exploration: Completed ● Projected Start: Summer 2025 ● Build Timeline: 12 months ● Site Work Schedule Estimate ● Earthwork - September to early October 2025 ● Underground Utilities & Electrical Stub Outs - October-November 2025 ● Curb & Gutter + Sidewalk Subgrade Prep - March-April 2026 ● Asphalt Paving + Unit Pavers - June-July 2026 ● Exterior Lighting Final Installation & Activation - July-August 2026

EXHIBIT B

PROMISSORY NOTE

Borrower: 1000 Delaware LLC of 357 Preston Avenue, Lexington, KY 40502 (the "Borrower")

LFUCG: Lexington-Fayette Urban County Government of 200 E. Main St, Lexington, KY, 40507 (the "LFUCG")

Principal Amount: $374,051.00 USD ("Loan")

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Forgivable Loan Agreement entered into by the parties on _____, 2025, (the "Loan Agreement"), up to the maximum sum of $374,051.00 USD, plus any penalty, interest, costs, fees, charges provided for in the Loan Agreement.

2. Interest will be assessed at a rate of ZERO PERCENT (0.00%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of the Loan Agreement, additional interest in an amount of twelve percentage points (12%) per annum may be assessed at the sole discretion of LFUCG.

3. Should an Event of Default occur under the terms of the Loan Agreement, the LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the principal and interest immediately due and payable. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of twelve percentage points (12%) per annum from the date of demand until paid.

4. Payment on the Loan shall be deferred as long as the Borrower complies with the terms of the Loan Agreement. Upon completion of the Project to the sole satisfaction of LFUCG within two years of the execution of the Loan Agreement, one hundred percent (100%) of the remaining principal and interest shall be forgiven for as long as the Borrower remains in compliance with the Loan Agreement for the entirety of Loan Agreement's term.

5. If the Borrower has outstanding principal at the end of year twelve (12), the Borrower shall repay the balance of the Note to the LFUCG.

6. At any time while not in default under this Note or the Loan Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG without further bonus or penalty.

7. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Loan Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the

Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear additional interest of twelve (12) percent per annum from the date of demand until paid.

8. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.

9. This Note will be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

10. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower and the LFUCG. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of 1000 Delaware LLC, a Kentucky Limited Liability Company, on this _____ day of _____, 2025.

1000 Delaware LLC

By: _____
Printed Name: WILLIAM HANRAHAN
Title: Owner

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Promissory Note was sworn to, subscribed and acknowledged before me on this 24 day of July, 2025, by William Hanrahan of 1000 Delaware LLC, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: March 28, 2027

4903-6254-3952, v. 1

BRENNA LEE D'AMICO
Notary Public
Commonwealth of Kentucky
Commission Number KYNP69740
My Commission Expires Mar 28, 2027

EXHIBIT C

Request for Reimbursement

The undersigned, _____, in his/her capacity as _____ of 1000 Delaware LLC, a Kentucky Limited Liability Company (the "Borrower") hereby certifies that:

1. The Lexington-Fayette Urban County Government (the "LFUCG") and the Borrower executed a Forgivable Loan Agreement ("Loan Agreement") in the amount of three hundred seventy-four thousand fifty-one dollars and zero cents ($374,051.00), for reimbursement of eligible Public Infrastructure construction expenses related to the Project, as defined and described in the Loan Agreement.

2. Pursuant to the Loan Agreement, the Borrower agreed to hire, and has hired (or agrees to hire by the completion of the Project), a minimum of thirteen (13) new permanent full-time jobs working on the Project Site in Lexington-Fayette County, as provided in the Loan Agreement.

3. The Borrower requests a disbursement of _____ for reimbursement of public infrastructure construction expenses listed in the application.

4. The Borrower understands that any provision of funds by LFUCG is conditioned upon Borrower's fulfillment of the terms of the Loan Agreement and review and approval by LFUCG of all documentation provided by Borrower justifying the expense to ensure all funds are used as reimbursement for construction of Public Infrastructure as required by the Loan Agreement. The Borrower further understands that LFUCG may request additional documentation and that payment by LFUCG is not a waiver of any Event of Default.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of 1000 Delaware LLC, a Kentucky Limited Liability Company, which is registered to do business in Kentucky on this _____ day of _____, 2025.

1000 Delaware LLC
By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF _____)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of 1000 Delaware LLC, a Kentucky Limited Liability Company, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

4903-6254-3952, v. 1

EXHIBIT D

BIANNUAL REPORT

4903-6254-3952, v. 1

Date:	**Report 1 or 2 of year _____**
Company/Organization Name:	**Company/Organization Address:**
Fund Program: Public Infrastructure Program	**Date Approved Infrastructure Completed:**

Minimum Number of Jobs to be Created by the Agreement:		**Total Number of Jobs Currently Created by the Agreement:**	
Median Hourly Wage: **Mean Hourly Wage:**		**Total Payroll of New Jobs Created by the Agreement:**	

I, _____, hereby attest to the accuracy of the information provided above in accordance with the Agreement and understand that the LFUCG retains the right to conduct an audit for purpose of verification.

Signature	**Title**
Print Name	**Date**

Schedule 1 to Exhibit D

	Employee Name	Employee Address	Date of Hire	Title	Hours Worked Per Week	Annual Wage
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0709-25

File ID:	0709-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	07/31/2025
File Name:	25-0044- Create in Division of Enhanced 911			**Final Action:**	08/28/2025

Title: An Ordinance amending the authorized strength by creating one (1) unclassified position of Crisis Responder, Grade 519N, expiring on September 30, 2026, in the Div. of Enhanced 911, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 08/28/2025

Attachments: Bluesheet Memo 25-0044, From to 25-0044, HR Fiscal Impact- 25-0044, ORD 0709-25 Creating Crisis Responder 4909-7833-0202 v.1.docx, O-058-2025

Enactment Number: O-058-2025

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0709-25

Title

An Ordinance amending the authorized strength by creating one (1) unclassified position of Crisis Responder, Grade 519N, expiring on September 30, 2026, in the Div. of Enhanced 911, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to amend the authorized strength by creating one (1) Unclassified Civil Service Grant-funded position of Crisis Responder (Grade 519N) to expire September 30,

2026, in the Division of Enhanced 911, effective upon passage of Council. This position is 100 percent Grant-funded, provided by Resolution 66-2025. (L0709-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

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

DATE: July 30, 2025

SUBJECT: **Create Position – Division of Enhanced 911**

Request:
The attached is requesting authorization to amend the authorized strength by creating one (1) unclassified civil service grant-funded position of Crisis Responder (Grade 519N) to expire September 30, 2026, in the Division of Enhanced 911, effective upon passage of Council.

Why are you requesting?
The purpose of this position is in response to the rising need for effective mental health crisis intervention. This position will handle calls from individuals experiencing a mental health crisis and provide emotional support to citizens.

What is the cost in this budget year and future budget year?
This has a 12-month fiscal impact of $80,204.44.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Crisis Responder	$0	$58,870.24	$58,870.24

Total Annual Impact/ Salary and Benefits $80,204.44

File Number: 0709-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 7/30/25

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
Division of Enhanced 911 (520)									**Division of Enhanced 911 (520)**							
-----	-----	-----	-----	-----	-----	-----	-----		520.041	1	529	519N	Crisis Responder	-----	-----	-----

Bluesheet 25-0044

Division Enhanced 911

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 18.62% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.023% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Crisis Responder (Grade 519N)	Create	1.00	28.303	$58,870.24	$10,961.64	$5,528.88	$3,914.63	$13.54	$915.52	$80,204.44
Pay Periods				$58,870.24	$10,961.64	$5,528.88	$3,914.63	$13.54	$915.52	$80,204.44

Annual Cost: $80,204.44

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

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) UNCLASSIFIED POSITION OF CRISIS RESPONDER, GRADE 519N, EXPIRING ON SEPTEMBER 30, 2026, IN THE DIVISION OF ENHANCED 911, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

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

520.041 1 529 519N Crisis Responder

Section 2 – That the term of the Crisis Responder position in the Division of Enhanced 911 shall expire on September 30, 2026.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0709-25:GET:4909-7833-0202, v. 1

ORDINANCE NO. 058 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) UNCLASSIFIED POSITION OF CRISIS RESPONDER, GRADE 519N, EXPIRING ON SEPTEMBER 30, 2026, IN THE DIVISION OF ENHANCED 911, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

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

520.041 1 529 519N Crisis Responder

Section 2 – That the term of the Crisis Responder position in the Division of Enhanced 911 shall expire on September 30, 2026.

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

PASSED URBAN COUNTY COUNCIL: August 28,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: September 5,2025-1t
0709-25:GET:4909-7833-0202, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0710-25

File ID:	0710-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	235-2025	**In Control:**	Urban County Council
				File Created:	07/31/2025
File Name:	26-0009- Prudential Group Life Agreement			**Final Action:**	08/28/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with The Prudential Insurance Co. of America, effective January 1, 2026, through December 31, 2028, for an estimated cost not to exceed $10,000 effective upon passage of Council. [Div. of Human Resources, George]

Notes: SAF in the CCO. REturned to Alana Morton via IOM 9/21/2025. MS

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Bluesheet Memo 26-0009, Prudential Agreement, RESO 0710-25 Prudential Insurance Company Renewal Agreement 4906-0808-8923 v.1.docx, R-389-2025, Contract #235-2025	**Enactment Number:**	R-389-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0710-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with The Prudential Insurance Co. of America, effective January 1, 2026, through December 31, 2028, for an estimated cost not to exceed $10,000 effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to execute a renewal Agreement with The Prudential Insurance Company of

America, effective January 1, 2026 through December 31, 2028. This Agreement includes an increase in coverage from $20,000 to $25,000 for Basic and AD&D for all full-time non-bargaining employees. This has an estimated cost of less than $10,000, but is dependent on the number of employees enrolled. Funds are Budgeted. (L0710-25) (George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, August 7, 2025

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

Fully Budgeted [select]: Yes/No/Partial

Account Number: 6002-160504-1841-63615

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

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

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

DATE: July 30, 2025

RE: **Agreement for Group Life Insurance Renewal**

Request:
The attached action authorizes the Mayor to execute a renewal agreement with The Prudential Insurance Company of America, effective January 1, 2026 through December 31, 2028. This agreement includes an increase in coverage from $20,000 to $25,000 for Basic and AD&D for all full-time non-bargaining employees.

What is the cost in the budget year and future budget year?
Funds are budgeted for this action from chartstring 6002-160504-1841-63615.

File Number: 0710-25

Director/Commissioner:
Glenda Humphrey George/Sally Hamilton

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

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

Lexington Fayette Urban County Government

Group Contract

LG-76136-KY

Prudential

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

751 Broad Street
Newark, New Jersey 07102

Group Insurance Contract

Contract Holder: LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Group Contract No.: LG-76136-KY

Prudential will provide or pay the benefits described in the Group Insurance Certificate(s) listed in the Schedule of Plans of the Group Contract, subject to the Group Contract's terms. This promise is based on the Contract Holder's application and payment of the required premiums.

All of the provisions of the Group Insurance Certificate(s), attached to and made a part of the Group Contract, apply to the Group Contract as if fully set forth in the Group Contract.

The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules.

The Group Contract is non-participating. This means that it will not share in Prudential's profits or surplus earnings, and Prudential will pay no dividends on it.

The Group Contract is delivered in and is governed by the laws of the Governing Jurisdiction.

Margaret M. Gray — Secretary

Andrew F. Sullivan — Chief Executive Officer

Group Term Life and Accidental Death and Dismemberment Coverages

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

Group Contract Schedule

Contract Date: July 1, 1999 and restated as of January 1, 2012, January 1, 2015, January 1, 2018, January 1, 2022, and January 1, 2026

Contract Anniversaries: January 1 of each year, beginning in 2027.

Premium Due Dates: The Contract Date, and the first day of the month beginning with February, 2026.

Governing Jurisdiction: Commonwealth of Kentucky

Associated Companies: Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

Minimum Participation Number: 25

INCLUDED EMPLOYERS

Included Employers under the Group Contract are the Contract Holder and its Associated Companies, if any.

An Employee of more than one Included Employer will be considered an Employee of only one of those employers for the purpose of the Group Contract. That Employee's service with all other Included Employers will be treated as service with that one.

On any date when an employer ceases to be an Included Employer, the Group Contract will be considered to end for Employees of that employer. This applies to all of those Employees except those who, on the next day, are still within the Covered Classes of a plan of benefits of the Group Contract as Employees of another Included Employer. The plans of benefits for Covered Classes are listed in the Group Contract's Schedule of Plans.

The Contract Holder must let Prudential know, in writing, when an employer listed as an Associated Company is no longer one of its subsidiaries or affiliates.

Table of Contents (as of the Contract Date): The Group Contract includes these forms: Cover, Group Contract Schedule, Schedule of Premium Rates, General Rules, Modifications of the Group Contract, Schedule of Plans, Application.

Attest:

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

Schedule of Premium Rates and Fees

LG-76136-KY

Classes of Employees to which this Schedule applies:

All Classes

Applicable Coverage	Monthly Rate Per Employee
All Coverages	The premium rates in effect on the Contract Date are those determined by Prudential. Those rates will be shown on the billing notice(s) sent to the Contract Holder (subject to any subsequent corrections).

Fees

At the Contract Holder's request, Prudential may:

(1) collect fees from the Contract Holder;

(2) pay fees to the appropriate entity or entities.

In addition, Prudential may reimburse the Contract Holder for reasonable expenses incurred in the administration of this Group Contract.

Fees are payments made to the entity providing service(s) related to this Group Contract.

The Contract Holder's monthly payment to Prudential is equal to the accrued and unpaid premium and any fees.

The premium rate and any fees may be adjusted at any time during the terms of the Group Contract, regardless of an existing rate guarantee, to reflect changes to the commissions or fees paid, if any, to:

(1) Prudential;

(2) the insurance producer for this Group Contract;

(3) any other agent of the Contract Holder; or

(4) the Contract Holder.

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

General Rules

A. PAYMENT OF PREMIUMS - GRACE PERIOD.

Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due on each Premium Due Date stated in the Group Contract Schedule. The Contract Holder may pay each premium other than the first within 45 days of the Premium Due Date without being charged interest. Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

B. PREMIUM AMOUNTS.

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Coverages. Those charges are determined from the premium rates then in effect and the Employees then insured.

The following will apply if one or more premiums paid include premium charges for an Employee whose insurance has ended before the due date of that premium. Prudential will not have to refund more than the amount of the premium charges for such Employee that were included in the premiums paid for the two month period immediately before the date Prudential receives written notice from the Contract Holder that the Employee's insurance has ended. This limitation may not apply to any refund that is due to an Employee.

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Contract Holder and Prudential.

C. PREMIUM RATE CHANGES.

The premium rates in effect on the Contract Date are shown in the Group Contract's Schedule of Premium Rates. Prudential has the right to change premium rates:

(1) As of any Premium Due Date; and

(2) As of any date there is a change in the commissions and any fees payable to any of the following:

  (a) Prudential;

  (b) the insurance producer of the Group Contract;

  (c) any other agent of the Contract Holder; or

  (d) the Contract Holder; and

(3) As of any date the extent or nature of the risk assumed is changed for any reason, including the reasons shown below:

  (a) A change occurs in the plan design.

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

(b) A division, subsidiary or associated entity is added or deleted.

(c) The number of insured persons changes by 10% or more.

(d) A new law or a change in any existing law is enacted which applies to this plan.

(e) A change occurs in the Covered Classes; and

(4) As of any date the extent or nature of the risk assumed is changed as a result of a change that occurs in federal or state disability or retirement insurance benefit programs.

But, unless the Schedule of Premium Rates or an amendment states otherwise, (1) above will not be used to change premium rates:

- for Life and Accidental Death and Dismemberment Coverages, within 48 months of the Contract Date.

Prudential will tell the Contract Holder when a change in the premium rates is made.

D. END OF THE GROUP CONTRACT OR OF AN INSURANCE.

During or at End of Grace Period - Failure to Pay Premiums: If any premium is not paid by the end of its grace period, the Group Contract will end when the grace period ends. The Contract Holder may write to Prudential, in advance, to ask that the Group Contract be ended at the end of the period for which premiums have been paid or at any time during the grace period. Then the Group Contract will end on the date requested, but in no event will it end before the date Prudential receives the written request from the Contract Holder.

On a Premium Due Date - Failure to Maintain Insuring Conditions: On any Premium Due Date, Prudential may end the part of the Group Contract for Contributory or Non-contributory Employee Insurance or Dependents Insurance under a Coverage if one or more of the following conditions then exists for that part. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

Contributory Insurance: The insured Employees are:

(1) less than the Minimum Participation Number; or

(2) less than 30% of the Employees who are eligible to request the insurance; or

(3) contributing at a rate higher than the maximum, if any, stated in the Group Contract for the insurance.

Non-contributory Insurance: The insured Employees are:

(1) less than the Minimum Participation Number; or

(2) contributing for the insurance.

The Minimum Participation Number is shown in the Group Contract Schedule.

On a Contract Anniversary: Prudential may end the Group Contract on any Contract Anniversary. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

E. AGE ADJUSTMENT.

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

If an age is used to determine the premium charge for an Employee's insurance and the age is found to be in error, the premium charge for that insurance will then be adjusted to reflect the correct age. If this adjustment results in a change in the amount of premium, any difference between the premium paid and the premium required on the basis of the correct age will be paid as follows:

(1) If the adjustment results in an increased premium, the difference will be paid by the Contract Holder when notified by Prudential.

(2) If the adjustment results in a decreased premium, the difference will be refunded by Prudential.

If the change in age affects the amount of the Employee's insurance under any Coverage, such amount will be changed on the basis of the correct age. Any premium adjustment will take this into account.

F. EMPLOYEE'S CERTIFICATE.

Prudential will give the Contract Holder an individual certificate to give each insured Employee. It will describe the Employee's coverage under the Group Contract. It will include (1) to whom Prudential pays benefits, (2) any protection and rights when the insurance ends, and (3) claim rights and requirements.

G. RECORDS - INFORMATION TO BE FURNISHED.

Either the Contract Holder or Prudential, as they agree, will keep a record of the insured Employees. It will contain the key facts about their insurance.

At the times set by Prudential, the Contract Holder will send the data required by Prudential to perform its duties under the Group Contract, and to determine the premium rates. All records of the Contract Holder and of the Employer which bear on the insurance must be open to Prudential for its inspection at any reasonable time.

Prudential will not have to perform any duty that depends on such data before it is received in a form that satisfies Prudential. The Contract Holder may correct wrong data given to Prudential, if Prudential has not been harmed by acting on it. An Employee's insurance under a Coverage will not be made invalid by failure of the Contract Holder or the Employer, due to clerical error, to record or report the Employee for that insurance.

H. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.

The entire Group Contract consists of: (1) the Group Insurance Certificate(s) listed in the Schedule of Plans, a copy of which is attached to the Group Contract; (2) all modifications and endorsements to such Group Insurance Certificates which are attached to and made a part of the Group Contract by amendment to the Group Contract; (3) the forms shown in the Table of Contents as of the Contract Date; (4) the Contract Holder's application, a copy of which is attached to the Group Contract; (5) any endorsements or amendments to the Group Contract; and (6) the individual applications, if any, of the persons insured.

No statement of the Contract Holder will be used in any contest of the insurance under the Group Contract.

There will be no contest of the validity of the Group Contract, except for not paying premiums, after it has been in force for one year.

I. MODIFICATION OF THE GROUP CONTRACT.

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

The Group Contract may be amended, at any time, without the consent of the insured Employees or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Prudential has authority: to waive any conditions or restrictions of the Group Contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

(1) an endorsement on it signed by an officer of Prudential; or

(2) an amendment to it signed by the Contract Holder and by an officer of Prudential.

But, a change in the Group Contract may be made in an amendment to it that is signed only by an officer of Prudential if:

(1) The amendment reflects a change in the Group Contract that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the Group Contract, as provided in the Conformity With Law section. This change is known as a Statutory Amendment.

(2) The amendment reflects a change in Prudential's administration of its group insurance benefits and is intended to apply to all group insurance contracts which are affected by the change. This change is known as a Portfolio Amendment. Prudential will give the Contract Holder written notice of its intent to make a Portfolio Amendment in the Group Contract at least 31 days in advance of the effective date of the Amendment. When the Group Contract is so amended, payment by the Contract Holder of the next premium due under the Group Contract will constitute acceptance of the Portfolio Amendment, unless the Contract Holder has rejected the Amendment, in writing, prior to its effective date.

J. OTHER GOODS AND SERVICES.

From time to time, Prudential may offer or provide Covered Persons or their Beneficiaries certain goods and services in addition to the insurance coverage. Prudential also may arrange for third party vendors to provide goods and services at a discount (including without limitation financial counseling services, will preparation services, employee assistance programs, identity theft services, bereavement counseling services, family care services, funeral concierge services, and travel assistance related services) to Covered Persons or their Beneficiaries. Though Prudential may make the arrangements, the third party vendors are solely liable for providing the goods and services. Prudential shall not be responsible for providing or failing to provide the goods and services to Covered Persons or their Beneficiaries. Further, Prudential shall not be liable to Covered Persons or their Beneficiaries for the negligent provision of the goods and services by third party vendors.

K. RELATIONSHIP AMONG PARTIES AFFECTED BY THE GROUP CONTRACT.

The Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract is not the agent or representative of Prudential. Prudential will not be liable for any acts or omissions of the Contract Holder, its agents, representatives or employees or of any Covered

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

Person under the Group Contract. Further, the Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract will not be liable for any acts or omissions of Prudential, its agents or employees.

L. CONFORMITY WITH LAW.

If the provisions of the Group Contract do not conform to the requirements of any state or federal law or regulation that applies to the Group Contract, the Group Contract is automatically changed to conform with Prudential's interpretation of the requirements of that law or regulation.

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

Modifications of the Group Contract

The Group Contract is modified to include the following section:

END OF EMPLOYMENT

An Employee's employment ends when the Employee is no longer actively at work on a full-time basis for the Employer. But, for insurance purposes, the Contract Holder may consider the Employee as still employed and in the Covered Classes for the insurance during certain types of absences from full-time work. The Contract Holder decides which Employees with those types of absences are to be considered as still employed, and for how long. In doing this, the Contract Holder must not discriminate among persons in like situations.

An Employee may be considered as still employed up to any time limit for the Employee's type of absence. When so considered, the Employee's insurance under a Coverage will be continued only while the Employee is paying contributions for it at the time and in the amounts, if any, required by the Contract Holder (whether or not that insurance would otherwise be Non-contributory Insurance). But it will not be continued after it would end for a reason other than end of employment. The types of absences and the time limits are shown below, subject to any exceptions.

TYPES OF ABSENCES AND TIME LIMITS:

For absence due to part-time employment, there is no time limit.

For absence due to disability, there is no time limit.

For absence due to temporary layoff the time limit is the end of the contract month following the contract month in which the absence from full-time work starts.

For absence due to leave of absence, there is no time limit.

Retirement is not an eligible type of absence.

EXCEPTIONS:

Basic Employee Term Life Coverage

> An Employee will not be continued as a member of the Covered Classes beyond the date the Employee gives Prudential written proof of Total Disability. This proof must be given according to the rules of the Extended Death Benefit During Total Disability section of the Coverage.

Optional Employee Term Life Coverage

> An Employee will not be continued as a member of the Covered Classes beyond the date the Employee gives Prudential written proof of Total Disability. This proof must be given according to the rules of the Extended Death Benefit During Total Disability section of the Coverage.

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

Schedule of Plans

Effective Date: January 1, 2026

Group Contract No.: G-76136-KY

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the Group Contract listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by: (1) the Group Insurance Certificates that apply to the Covered Class; and (2) any modification to those Certificates, provided the modification is listed below or included in an amendment to the Group Contract. A copy of each Certificate and any modification to it are attached to the Group Contract and made a part of it.

Covered Class:

All Employees included in the Covered Classes of the Group Insurance Certificate(s) listed below.

Plan of Benefits that Applies to this Covered Class:

(1) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
   (a) With the Program Date of January 1, 2022; and
   (b) Bearing the code "76136, BGL-OGL, Retirees, Ed 07-2021, 78".

The modifications to the Certificate described in the Notice To Employees:

(a) With an Effective Date of January 1, 2015; and

(b) Bearing the code "76136, PERM BNC, Closed Group Retirees, 01-01-2015, 58".

(2) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
   (a) With the Program Date of January 1, 2022; and
   (b) Bearing the code "76136, BGL-OGL-BGL-BADD-OADD, Police Employees, Ed 07-2021, 79".

(4) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
   (a) With the Program Date of January 1, 2022; and
   (b) Bearing the code "76136, BGL-OGL-DGL-BADD-OADD, Corrections Officers and Sergeants, Ed 07-2021, 81".

(5) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
(a) With the Program Date of January 1, 2022; and
(b) Bearing the code "76136, BGL-OGL-DGL-BADD-OADD, Corrections Lieutenants and Captains, Ed 07-2021, 82".

(6) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
(a) With the Program Date of January 1, 2022; and
(b) Bearing the code "76136, BGL, Grandfathered Retired Employees, 07-2021, 83".

(7) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
(a) With the Program Date of January 1, 2022; and
(b) Bearing the code "76136, BGL-OGL-BGL-BADD-OADD, Fire Employees, Ed 03-2022, 89".

(8) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
(a) With the Program Date of January 1, 2026; and
(b) Bearing the code "76136, BGL-BADD-OGL-OADD-DGL, Non-Bargained Employees, Ed 06-2025, 92".

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

U#76136-071521, 76136-2021316-001, 76136-063025

Application to

The Prudential Insurance Company of America (Prudential)

For Group Contract No. LG-76136-KY

Applicant: LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Address: 200 East Main Street
Lexington, Kentucky 40507

The Group Contract is approved and its terms are accepted.

This Application is made in duplicate. One is attached to the Group Contract. The other is to be returned to Prudential.

It is agreed that this Application replaces any prior Application for the Group Contract.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
_____
(Full or Corporate Name of Applicant)

Dated at _____ By _____
(Signature and Title)

On _____, 20_____ Witness _____
(To be signed by Resident Agent where required by law)

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

Prudential
Bring Your Challenges®

Group Insurance Renewal

▶ Benefit experiences that help create and protect financial wellness.

Date: March 14, 2025

Customer: Lexington Fayette Urban County Government

Control # 76136

Account Executive: Corrine DImond

Office Location: Columbus, OH- Remote

Coverages: Basic Life, Basic AD&D, Occupational AD&D, Voluntary Life Employee, Voluntary Life Dependents, Voluntary AD&D Employee, Retiree Life

Table of Contents

Section I: Our Financial Offer

Section II: Summary of Current Plan Design

Intended for the exclusive use of the customer, the information contained in this proposal is proprietary and should not be released to any other party without the express written consent of The Prudential Insurance Company of America. This proposal is released with the understanding it will be presented to customers only by an appropriately licensed individual or entity.

This proposal provides a general description of Prudential's Group Insurance products. Product offerings may not be available in all states and may vary depending on state laws and regulations. Please refer to the "Our Financial Offering" section of this proposal for the specifics of your proposed insurance plan(s).

Please review the attached "Notice Regarding Producer Compensation" and share it with your client. The client's payment of premium after the renewal date indicates that you and your client have received the notice and agree with its contents.

The Prudential Insurance Company of America

Section I: Our Financial Offer:

The Lexington-Fayette Urban County Government was formed in 1974, with the merger of the governments of the former City of Lexington and Fayette County. Lexington Fayette Urban County Government has been a long-term Prudential customer since 7/1/1999.

There is a large retiree population that may continue life benefits (Basic and Optional) on an employee paid basis for both coverages. Prudential is currently billing the same rate for all retirees regardless of Basic or Optional life election. Lexington Urban currently has 3,026 active employees and over 1,000 retirees of which 528 retirees have elected to continue benefits with Prudential.

Renewal Rates effective January 1,2026

Renewal rates presented below will be in effect for three (3) years from the effective date. The next renewal will be 01/01/2029

Prudential
Bring Your Challenges

Group Insurance Renewal

Renewal Control #:			76136			Effective Date:	1/1/2026

Lexington Fayette Urban County Government

Life Rate Exhibit-3/12/2025

BASIC LIFE

	Current Rate per $1,000	Current Estimated Annual Premium	Rate Action	Renewal Rate per $1,000	Lives	Volume	Renewal Estimated Annual Premium
Actives	$0.080	$65,059	0.00%	$0.080	3,026	$67,770,000	$65,059

Retiree Life

	Current Rate per $1,000	Current Estimated Annual Premium	Rate Action	Renewal Rate per $1,000	Lives	Volume	Renewal Estimated Annual Premium
Retirees	$2.140	$102,155	0.00%	$2.140	528	$3,978,000	$102,155

AD&D

	Current Rate per $1,000	Current Estimated Annual Premium	Rate Action	Renewal Rate per $1,000	Lives	Volume	Renewal Estimated Annual Premium
Actives	$0.020	$16,265	0.00%	$0.020	3,026	$67,770,000	$16,265

Occupational AD&D

	Current Rate per $1,000	Current Estimated Annual Premium	Rate Action	Renewal Rate per $1,000	Lives	Volume	Renewal Estimated Annual Premium
Actives	$0.018	$49,518	0.00%	$0.018	1,478	$229,250,000	$49,518

Optional Life

	Current Rate per $1,000	Current Estimated Annual Premium	Rate Action	Renewal Rate per $1,000	Lives	Volume	Renewal Estimated Annual Premium
LT 25	$0.090	$2,843	-10.00%	$0.081	22	$2,632,000	$2,558
25-29	$0.110	$11,058	-10.00%	$0.099	68	$8,377,000	$9,952
30-34	$0.130	$32,581	-10.00%	$0.117	138	$20,885,000	$29,323
35-39	$0.140	$44,214	-10.00%	$0.126	158	$26,318,000	$39,793
40-44	$0.190	$76,836	-10.00%	$0.171	175	$33,700,000	$69,152
45-49	$0.260	$113,640	-10.00%	$0.234	188	$36,423,000	$102,276
50-54	$0.450	$156,994	-10.00%	$0.405	166	$29,073,000	$141,295
55-59	$0.860	$155,089	-10.00%	$0.774	101	$15,028,000	$139,580
60-64	$1.060	$98,542	-10.00%	$0.954	61	$7,747,000	$88,688
65-69	$1.830	$59,204	-10.00%	$1.647	15	$2,696,000	$53,284
70-74	$3.680	$16,295	-10.00%	$3.312	4	$369,000	$14,666
75+	$3.680	$0	-10.00%	$3.312	0	$0	$0
TOTAL		$767,295			1,096	$183,248,000	$690,567

OPTIONAL AD&D

	Current Rate per $1,000	Current Estimated Annual Premium	Rate Action	Renewal Rate per $1,000	Lives	Volume	Renewal Estimated Annual Premium
Employee Only	$0.030	$58,576	0.00%	$0.030	908	$162,710,000	$58,576

OPTIONAL DEPENDENT LIFE

	Current Rate per dep unit	Current Estimated Annual Premium	Rate Action	Renewal Rate per dep unit	Lives	Volume	Renewal Estimated Annual Premium
Option 1	$4.880	$35,429	-10.00%	$4.392	605	N/A	$31,886
Option 2	$3.540	$1,827	-10.00%	$3.186	43	N/A	$1,644
Option 3	$1.680	$423	-10.00%	$1.512	21	N/A	$381
					669		**$33,911**

Section II - Summary of Your Current Plan Design

General Assumptions:

Contract Situs	Kentucky
SIC Code	9121
Rate Guarantee	Rates are guaranteed for 3 years from the effective date. If enrollment or volume changes of more than 10% during the initial rate guarantee period from those stated in this renewal action, we reserve the right to take immediate action, including but not limited to revising rates or terminating coverage.
Next Renewal	01/01/2029
Financial	Coverage is offered on a Non-Participating, Fully Insured basis. AD&D is fully pooled. All coverages are offered as a package.
Received updated Census	Yes The census is in line with current reporting.
OFAC and FinCEN Disclosure	This proposal assumes that you comply with the statutes, regulations, Executive Orders and other programs administered by the Office of Foreign Assets Control (OFAC) and FinCEN of the U.S. Department of the Treasury. This offer assumes that all covered employees are US Employees or temporary US expatriates. Any foreign exposure must be approved by Underwriting before coverage will be offered. All coverages are administered in accordance with US insurance laws and regulations.
New Mexico Disclosure	Based on amendments to New Mexico's regulations that were effective 1/1/2024, plans that insure more than 100 NM residents at any time must comply with NM's minimum benefit standards. The Group Customer is responsible for informing Prudential if they have more than 100 New Mexico residents insured for coverage at any time. Failure to provide such information on a timely basis will impact Prudential's ability to provide coverage to the New Mexico residents.

Cannabis Disclosure	Prudential Group Insurance will not do business with entities engaged directly in cannabis activities in the United States. In addition, Prudential Group Insurance will not do business with a person or entity that does business or is affiliated with entities engaged directly in cannabis activities in the United States (affiliation may be determined based upon a particular ownership percentage of the equity of such a business, or upon sharing a common parent with such a business).
Cross product support and ERISA	The rate for one or more coverage(s) offered under the Group Contract depends upon support from the rate charged for other coverages under the Group Contract. Premiums paid by the Plan for one coverage will cover some or all of the cost of another Plan coverage. Prudential is quoting this rate on the basis that the employer has reviewed the rate structure as described and will, if accepted, represent and warrant that (i) such arrangement is consistent with the requirement for use of plan assets and its fiduciary responsibilities under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) the coverages are being offered to the participants under a single ERISA plan; and (iii) the Plan's rate structure is consistent with Plan documents and related communications to participants.
Bundling of Life and Disability	Does not apply
Foreign Exposure:	Does not apply
Other Assumptions & Provisions	Prudential cannot provide tax advice to customers. Please consult with your tax adviser regarding any potential imputed income reporting requirements related to "Fringe Benefits" (which may include certain group term life insurance benefits) under Internal Revenue Code (IRC) Section 79 and IRC Section 61. The quoted rates are subject to change as of the date the new law or a change in any existing law is effective.
DOL Fiduciary Disclosure	These materials are for informational or educational purposes. In providing these materials, Prudential (i) is not acting as a fiduciary, as defined by the Department of Labor, to ERISA plans, plan participants or beneficiaries and is not giving advice in a fiduciary capacity and (ii) is not undertaking to provide impartial investment advice as Prudential will receive compensation for its products and services.

Life Plan Summary:

Travel Assist	Does not apply

Basic Life	
Class:	Class 1: All Non-Bargained Employees Class 2: All Retirees who retired on or after July 1, 1996, and are eligible for a) the county employees retirement system; or b) the city employees pension fund, or c) the policemen and firemen pension fund. Class 3: All Retirees who retired prior to July 1, 1996, and are eligible for a) the county employees retirement system; or b) the city employees' pension fund, or c) the policemen and firemen pension fund. Class 4: All Bargained Police and Fire Employees Class 5: All Bargained Corrections Officers with the title Lieutenants and Captains Class 6: All Bargained Corrections Officers with the tile Officers or Sergeants.
Contribution:	Class 1, 4, 5, 6: 100% Employer paid Class 2 & 3: 100% Employee paid
Benefit amount:	Class 1: Flat $ 25,000 Class 2: Flat $4,000 Class 3: Grandfathered Amounts Class 4, 5, 6: Flat $25,000
Age Reduction Schedule (% Reduced):	Class 1, 4, 5, 6: 50% @70 Class 2 & 3: None
Termination at Retirement:	Class 1, 4, 5, 6: Applies Class 2 & 3: Does not apply
ABO:	Class 1, 4, 5, 6: 50% to $500K Class 2 & 3: Does not apply
Portability:	Does not apply
Disability Provision:	Class 1, 4, 5, 6: Waiver of Premium (Prior to Age 60, with a nine-month waiting period, Age 70 Duration)

	Class 2 & 3: Does not apply

Basic AD&D	
Class:	Class 1: All Non-Bargained Employees Class 2: All Bargained Fire Employees Class 3: All Bargained Corrections Officers with the title Lieutenants and Captains Class 4: All Bargained Corrections Officers with the tile Officers or Sergeants. Class 5: All Bargained Police Employees
Benefit amount:	Class 1: Flat $25,000 Class 2: Flat $25,000 $100,000 Occupational Only – In Line of Duty Benefit Class 3: Flat $25,000 $50,000 Occupational Only – In Line of Duty Benefit Class 4: Flat $25,000 $100,000 Occupational Only – In Line of Duty Benefit Class 5: Flat $25,000 $250,000 Occupational Only – In Line of Duty Benefit Standard Prudential Exclusions apply
Age Reduction Schedule (% Reduced):	50% @70
Termination at Retirement:	Applies
ABO:	Does not apply
Portability:	Does not apply

Optional Life	
Class:	Class 1: All Active Employees Class 2: All Retirees who retired on or after July 1, 1996, and are eligible for a) the county employees retirement system; or b) the city employees pension fund, or c) the policemen and firemen pension fund. Class 3: All Retirees who retired prior to July 1, 1996, and are eligible for a) the county employees retirement system; or b) the city employees' pension fund, or c) the policemen and firemen pension fund.

Benefit Amount:	Class 1: 1X, 1.5X, 2X, 2.5X, or 3X AE to $350,000 (combined maximum with basic life) Non-Medical Maximum of The lesser of 3X AE and $350,000 Class 2: $6,000 Class 3: Grandfathered Amounts
Age Reduction Schedule (% Reduced):	Class 1: 50% @70 Class 2 & 3: None
Termination at Retirement:	Class 1: Applies Class 2 & 3: Does not apply
ABO:	Class 1: 50% to $500K Class 2 & 3: Does not apply
Portability:	Does not apply
Disability Provision:	Class 1: Waiver of Premium (Prior to Age 60, with a nine-month waiting period, Age 70 Duration) Class 2 & 3: Does not apply

Optional AD&D	
Class:	All Active Employees
Benefit amount:	1X, 1.5X, 2X, 2.5X, or 3X AE to $350,000 (combined maximum with basic AD&D) Standard Prudential Exclusions apply Standard Optional Benefits Schedule Applies
Coverage	Employee Only
Age Reduction Schedule (% Reduced):	50% @70
Termination at Retirement:	Applies
ABO:	Does not apply
Portability:	Does not apply

Optional Dependent Life	
Class:	All Active Employees
Benefit amount:	Spouse / Child: Option 1: $10,000 / $5,000 Option 2: $8,000 / $4,000 Option 3: $4,000 / $1,000 Non-Medical Maximum of $10,000 (spouse)

Age Reduction Schedule (% Reduced):	None
Termination at Retirement:	Applies
Portability:	Does not apply
Disability Provision:	Does not apply

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RENEWAL AGREEMENT WITH THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, EFFECTIVE JANUARY 1, 2026, THROUGH DECEMBER 31, 2028, FOR AN ESTIMATED COST NOT TO EXCEED $10,000.00. EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a renewal agreement, attached hereto and incorporated herein by reference, with Prudential Insurance Company of America, effective January 1, 2026, through December 31, 2028.

Section 2 – That an amount, not to exceed the estimated sum of $10,000.00, be and hereby is approved for payment to Prudential Insurance Company of America from account # 6002-160504-63615, 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
0710-25:GET:4906-0808-8923, v. 1

RESOLUTION NO. 389 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RENEWAL AGREEMENT WITH THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, EFFECTIVE JANUARY 1, 2026, THROUGH DECEMBER 31, 2028, FOR AN ESTIMATED COST NOT TO EXCEED $10,000.00. EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a renewal agreement, attached hereto and incorporated herein by reference, with Prudential Insurance Company of America, effective January 1, 2026, through December 31, 2028.

Section 2 – That an amount, not to exceed the estimated sum of $10,000.00, be and hereby is approved for payment to Prudential Insurance Company of America from account # 6002-160504-63615, 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: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0710-25:GET:4906-0808-8923, v. 1

Lexington Fayette Urban County Government

Group Contract

LG-76136-KY

Prudential

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

751 Broad Street
Newark, New Jersey 07102

Group Insurance Contract

Contract Holder: LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Group Contract No.: LG-76136-KY

Prudential will provide or pay the benefits described in the Group Insurance Certificate(s) listed in the Schedule of Plans of the Group Contract, subject to the Group Contract's terms. This promise is based on the Contract Holder's application and payment of the required premiums.

All of the provisions of the Group Insurance Certificate(s), attached to and made a part of the Group Contract, apply to the Group Contract as if fully set forth in the Group Contract.

The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules.

The Group Contract is non-participating. This means that it will not share in Prudential's profits or surplus earnings, and Prudential will pay no dividends on it.

The Group Contract is delivered in and is governed by the laws of the Governing Jurisdiction.

Margaret M. Drake
Secretary

Andrew F. Sullivan
Chief Executive Officer

Group Term Life and Accidental Death and Dismemberment Coverages

Group Contract Schedule

Contract Date: July 1, 1999 and restated as of January 1, 2012, January 1, 2015, January 1, 2018, January 1, 2022, and January 1, 2026

Contract Anniversaries: January 1 of each year, beginning in 2027.

Premium Due Dates: The Contract Date, and the first day of the month beginning with February, 2026.

Governing Jurisdiction: Commonwealth of Kentucky

Associated Companies: Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

Minimum Participation Number: 25

INCLUDED EMPLOYERS

Included Employers under the Group Contract are the Contract Holder and its Associated Companies, if any.

An Employee of more than one Included Employer will be considered an Employee of only one of those employers for the purpose of the Group Contract. That Employee's service with all other Included Employers will be treated as service with that one.

On any date when an employer ceases to be an Included Employer, the Group Contract will be considered to end for Employees of that employer. This applies to all of those Employees except those who, on the next day, are still within the Covered Classes of a plan of benefits of the Group Contract as Employees of another Included Employer. The plans of benefits for Covered Classes are listed in the Group Contract's Schedule of Plans.

The Contract Holder must let Prudential know, in writing, when an employer listed as an Associated Company is no longer one of its subsidiaries or affiliates.

Table of Contents (as of the Contract Date): The Group Contract includes these forms: Cover, Group Contract Schedule, Schedule of Premium Rates, General Rules, Modifications of the Group Contract, Schedule of Plans, Application.

Attest:

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

Schedule of Premium Rates and Fees

LG-76136-KY

Classes of Employees to which this Schedule applies:

All Classes

Applicable Coverage	**Monthly Rate Per Employee**
All Coverages	The premium rates in effect on the Contract Date are those determined by Prudential. Those rates will be shown on the billing notice(s) sent to the Contract Holder (subject to any subsequent corrections).

Fees

At the Contract Holder's request, Prudential may:

(1) collect fees from the Contract Holder;

(2) pay fees to the appropriate entity or entities.

In addition, Prudential may reimburse the Contract Holder for reasonable expenses incurred in the administration of this Group Contract.

Fees are payments made to the entity providing service(s) related to this Group Contract.

The Contract Holder's monthly payment to Prudential is equal to the accrued and unpaid premium and any fees.

The premium rate and any fees may be adjusted at any time during the terms of the Group Contract, regardless of an existing rate guarantee, to reflect changes to the commissions or fees paid, if any, to:

(1) Prudential;

(2) the insurance producer for this Group Contract;

(3) any other agent of the Contract Holder; or

(4) the Contract Holder.

Docusign Envelope ID: 101E2A7A-4FF7-4B87-B7A0-7DEE6BEFB6D2

General Rules

A. PAYMENT OF PREMIUMS - GRACE PERIOD.

Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due on each Premium Due Date stated in the Group Contract Schedule. The Contract Holder may pay each premium other than the first within 45 days of the Premium Due Date without being charged interest. Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

B. PREMIUM AMOUNTS.

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Coverages. Those charges are determined from the premium rates then in effect and the Employees then insured.

The following will apply if one or more premiums paid include premium charges for an Employee whose insurance has ended before the due date of that premium. Prudential will not have to refund more than the amount of the premium charges for such Employee that were included in the premiums paid for the two month period immediately before the date Prudential receives written notice from the Contract Holder that the Employee's insurance has ended. This limitation may not apply to any refund that is due to an Employee.

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Contract Holder and Prudential.

C. PREMIUM RATE CHANGES.

The premium rates in effect on the Contract Date are shown in the Group Contract's Schedule of Premium Rates. Prudential has the right to change premium rates:

(1) As of any Premium Due Date; and

(2) As of any date there is a change in the commissions and any fees payable to any of the following:

  (a) Prudential;

  (b) the insurance producer of the Group Contract;

  (c) any other agent of the Contract Holder; or

  (d) the Contract Holder; and

(3) As of any date the extent or nature of the risk assumed is changed for any reason, including the reasons shown below:

  (a) A change occurs in the plan design.

(b) A division, subsidiary or associated entity is added or deleted.

(c) The number of insured persons changes by 10% or more.

(d) A new law or a change in any existing law is enacted which applies to this plan.

(e) A change occurs in the Covered Classes; and

(4) As of any date the extent or nature of the risk assumed is changed as a result of a change that occurs in federal or state disability or retirement insurance benefit programs.

But, unless the Schedule of Premium Rates or an amendment states otherwise, (1) above will not be used to change premium rates:

- for Life and Accidental Death and Dismemberment Coverages, within 48 months of the Contract Date.

Prudential will tell the Contract Holder when a change in the premium rates is made.

D. END OF THE GROUP CONTRACT OR OF AN INSURANCE.

During or at End of Grace Period - Failure to Pay Premiums: If any premium is not paid by the end of its grace period, the Group Contract will end when the grace period ends. The Contract Holder may write to Prudential, in advance, to ask that the Group Contract be ended at the end of the period for which premiums have been paid or at any time during the grace period. Then the Group Contract will end on the date requested, but in no event will it end before the date Prudential receives the written request from the Contract Holder.

On a Premium Due Date - Failure to Maintain Insuring Conditions: On any Premium Due Date, Prudential may end the part of the Group Contract for Contributory or Non-contributory Employee Insurance or Dependents Insurance under a Coverage if one or more of the following conditions then exists for that part. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

Contributory Insurance: The insured Employees are:

(1) less than the Minimum Participation Number; or

(2) less than 30% of the Employees who are eligible to request the insurance; or

(3) contributing at a rate higher than the maximum, if any, stated in the Group Contract for the insurance.

Non-contributory Insurance: The insured Employees are:

(1) less than the Minimum Participation Number; or

(2) contributing for the insurance.

The Minimum Participation Number is shown in the Group Contract Schedule.

On a Contract Anniversary: Prudential may end the Group Contract on any Contract Anniversary. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

E. AGE ADJUSTMENT.

If an age is used to determine the premium charge for an Employee's insurance and the age is found to be in error, the premium charge for that insurance will then be adjusted to reflect the correct age. If this adjustment results in a change in the amount of premium, any difference between the premium paid and the premium required on the basis of the correct age will be paid as follows:

(1) If the adjustment results in an increased premium, the difference will be paid by the Contract Holder when notified by Prudential.

(2) If the adjustment results in a decreased premium, the difference will be refunded by Prudential.

If the change in age affects the amount of the Employee's insurance under any Coverage, such amount will be changed on the basis of the correct age. Any premium adjustment will take this into account.

F. EMPLOYEE'S CERTIFICATE.

Prudential will give the Contract Holder an individual certificate to give each insured Employee. It will describe the Employee's coverage under the Group Contract. It will include (1) to whom Prudential pays benefits, (2) any protection and rights when the insurance ends, and (3) claim rights and requirements.

G. RECORDS - INFORMATION TO BE FURNISHED.

Either the Contract Holder or Prudential, as they agree, will keep a record of the insured Employees. It will contain the key facts about their insurance.

At the times set by Prudential, the Contract Holder will send the data required by Prudential to perform its duties under the Group Contract, and to determine the premium rates. All records of the Contract Holder and of the Employer which bear on the insurance must be open to Prudential for its inspection at any reasonable time.

Prudential will not have to perform any duty that depends on such data before it is received in a form that satisfies Prudential. The Contract Holder may correct wrong data given to Prudential, if Prudential has not been harmed by acting on it. An Employee's insurance under a Coverage will not be made invalid by failure of the Contract Holder or the Employer, due to clerical error, to record or report the Employee for that insurance.

H. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.

The entire Group Contract consists of: (1) the Group Insurance Certificate(s) listed in the Schedule of Plans, a copy of which is attached to the Group Contract; (2) all modifications and endorsements to such Group Insurance Certificates which are attached to and made a part of the Group Contract by amendment to the Group Contract; (3) the forms shown in the Table of Contents as of the Contract Date; (4) the Contract Holder's application, a copy of which is attached to the Group Contract; (5) any endorsements or amendments to the Group Contract; and (6) the individual applications, if any, of the persons insured.

No statement of the Contract Holder will be used in any contest of the insurance under the Group Contract.

There will be no contest of the validity of the Group Contract, except for not paying premiums, after it has been in force for one year.

I. MODIFICATION OF THE GROUP CONTRACT.

The Group Contract may be amended, at any time, without the consent of the insured Employees or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Prudential has authority: to waive any conditions or restrictions of the Group Contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

(1) an endorsement on it signed by an officer of Prudential; or

(2) an amendment to it signed by the Contract Holder and by an officer of Prudential.

But, a change in the Group Contract may be made in an amendment to it that is signed only by an officer of Prudential if:

(1) The amendment reflects a change in the Group Contract that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the Group Contract, as provided in the Conformity With Law section. This change is known as a Statutory Amendment.

(2) The amendment reflects a change in Prudential's administration of its group insurance benefits and is intended to apply to all group insurance contracts which are affected by the change. This change is known as a Portfolio Amendment. Prudential will give the Contract Holder written notice of its intent to make a Portfolio Amendment in the Group Contract at least 31 days in advance of the effective date of the Amendment. When the Group Contract is so amended, payment by the Contract Holder of the next premium due under the Group Contract will constitute acceptance of the Portfolio Amendment, unless the Contract Holder has rejected the Amendment, in writing, prior to its effective date.

J. OTHER GOODS AND SERVICES.

From time to time, Prudential may offer or provide Covered Persons or their Beneficiaries certain goods and services in addition to the insurance coverage. Prudential also may arrange for third party vendors to provide goods and services at a discount (including without limitation financial counseling services, will preparation services, employee assistance programs, identity theft services, bereavement counseling services, family care services, funeral concierge services, and travel assistance related services) to Covered Persons or their Beneficiaries. Though Prudential may make the arrangements, the third party vendors are solely liable for providing the goods and services. Prudential shall not be responsible for providing or failing to provide the goods and services to Covered Persons or their Beneficiaries. Further, Prudential shall not be liable to Covered Persons or their Beneficiaries for the negligent provision of the goods and services by third party vendors.

K. RELATIONSHIP AMONG PARTIES AFFECTED BY THE GROUP CONTRACT.

The Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract is not the agent or representative of Prudential. Prudential will not be liable for any acts or omissions of the Contract Holder, its agents, representatives or employees or of any Covered

Person under the Group Contract. Further, the Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract will not be liable for any acts or omissions of Prudential, its agents or employees.

L. CONFORMITY WITH LAW.

If the provisions of the Group Contract do not conform to the requirements of any state or federal law or regulation that applies to the Group Contract, the Group Contract is automatically changed to conform with Prudential's interpretation of the requirements of that law or regulation.

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Modifications of the Group Contract

The Group Contract is modified to include the following section:

END OF EMPLOYMENT

An Employee's employment ends when the Employee is no longer actively at work on a full-time basis for the Employer. But, for insurance purposes, the Contract Holder may consider the Employee as still employed and in the Covered Classes for the insurance during certain types of absences from full-time work. The Contract Holder decides which Employees with those types of absences are to be considered as still employed, and for how long. In doing this, the Contract Holder must not discriminate among persons in like situations.

An Employee may be considered as still employed up to any time limit for the Employee's type of absence. When so considered, the Employee's insurance under a Coverage will be continued only while the Employee is paying contributions for it at the time and in the amounts, if any, required by the Contract Holder (whether or not that insurance would otherwise be Non-contributory Insurance). But it will not be continued after it would end for a reason other than end of employment. The types of absences and the time limits are shown below, subject to any exceptions.

TYPES OF ABSENCES AND TIME LIMITS:

For absence due to part-time employment, there is no time limit.

For absence due to disability, there is no time limit.

For absence due to temporary layoff the time limit is the end of the contract month following the contract month in which the absence from full-time work starts.

For absence due to leave of absence, there is no time limit.

Retirement is not an eligible type of absence.

EXCEPTIONS:

Basic Employee Term Life Coverage

> An Employee will not be continued as a member of the Covered Classes beyond the date the Employee gives Prudential written proof of Total Disability. This proof must be given according to the rules of the Extended Death Benefit During Total Disability section of the Coverage.

Optional Employee Term Life Coverage

> An Employee will not be continued as a member of the Covered Classes beyond the date the Employee gives Prudential written proof of Total Disability. This proof must be given according to the rules of the Extended Death Benefit During Total Disability section of the Coverage.

Schedule of Plans

Effective Date: January 1, 2026

Group Contract No.: G-76136-KY

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the Group Contract listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by: (1) the Group Insurance Certificates that apply to the Covered Class; and (2) any modification to those Certificates, provided the modification is listed below or included in an amendment to the Group Contract. A copy of each Certificate and any modification to it are attached to the Group Contract and made a part of it.

Covered Class:

All Employees included in the Covered Classes of the Group Insurance Certificate(s) listed below.

Plan of Benefits that Applies to this Covered Class:

(1) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
   (a) With the Program Date of January 1, 2022; and
   (b) Bearing the code "76136, BGL-OGL, Retirees, Ed 07-2021, 78".

The modifications to the Certificate described in the Notice To Employees:

(a) With an Effective Date of January 1, 2015; and

(b) Bearing the code "76136, PERM BNC, Closed Group Retirees, 01-01-2015, 58".

(2) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
   (a) With the Program Date of January 1, 2022; and
   (b) Bearing the code "76136, BGL-OGL-BGL-BADD-OADD, Police Employees, Ed 07-2021, 79".

(4) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
   (a) With the Program Date of January 1, 2022; and
   (b) Bearing the code "76136, BGL-OGL-DGL-BADD-OADD, Corrections Officers and Sergeants, Ed 07-2021, 81".

(5) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
(a) With the Program Date of January 1, 2022; and
(b) Bearing the code "76136, BGL-OGL-DGL-BADD-OADD, Corrections Lieutenants and Captains, Ed 07-2021, 82".

(6) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
(a) With the Program Date of January 1, 2022; and
(b) Bearing the code "76136, BGL, Grandfathered Retired Employees, 07-2021, 83".

(7) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
(a) With the Program Date of January 1, 2022; and
(b) Bearing the code "76136, BGL-OGL-BGL-BADD-OADD, Fire Employees, Ed 03-2022, 89".

(8) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
(a) With the Program Date of January 1, 2026; and
(b) Bearing the code "76136, BGL-BADD-OGL-OADD-DGL, Non-Bargained Employees, Ed 06-2025, 92".

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U#76136-071521, 76136-2021316-001, 76136-063025

Application to

The Prudential Insurance Company of America (Prudential)

For Group Contract No. LG-76136-KY

Applicant: LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Address: 200 East Main Street
Lexington, Kentucky 40507

The Group Contract is approved and its terms are accepted.

This Application is made in duplicate. One is attached to the Group Contract. The other is to be returned to Prudential.

It is agreed that this Application replaces any prior Application for the Group Contract.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
(Full or Corporate Name of Applicant)

Dated at _____

By Linda Gorton, mayor
(Signature and Title)

On September 2, 2025

Witness _____
(To be signed by Resident Agent where required by law)

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

Prudential
Bring Your Challenges®

Group Insurance Renewal

▶ Benefit experiences that help create and protect financial wellness.

Date: March 14, 2025

Customer: Lexington Fayette Urban County Government

Control # 76136

Account Executive: Corrine DImond

Office Location: Columbus, OH- Remote

Coverages: Basic Life, Basic AD&D, Occupational AD&D, Voluntary Life Employee, Voluntary Life Dependents, Voluntary AD&D Employee, Retiree Life

Prudential
Bring Your Challenges®

Group Insurance Renewal

Table of Contents

Section I: **Our Financial Offer**

Section II: **Summary of Current Plan Design**

Intended for the exclusive use of the customer, the information contained in this proposal is proprietary and should not be released to any other party without the express written consent of The Prudential Insurance Company of America. This proposal is released with the understanding it will be presented to customers only by an appropriately licensed individual or entity.

This proposal provides a general description of Prudential's Group Insurance products. Product offerings may not be available in all states and may vary depending on state laws and regulations. Please refer to the "Our Financial Offering" section of this proposal for the specifics of your proposed insurance plan(s).

Please review the attached "Notice Regarding Producer Compensation" and share it with your client. The client's payment of premium after the renewal date indicates that you and your client have received the notice and agree with its contents.

The Prudential Insurance Company of America

Section I: Our Financial Offer:

The Lexington-Fayette Urban County Government was formed in 1974, with the merger of the governments of the former City of Lexington and Fayette County. Lexington Fayette Urban County Government has been a long-term Prudential customer since 7/1/1999.

There is a large retiree population that may continue life benefits (Basic and Optional) on an employee paid basis for both coverages. Prudential is currently billing the same rate for all retirees regardless of Basic or Optional life election. Lexington Urban currently has 3,026 active employees and over 1,000 retirees of which 528 retirees have elected to continue benefits with Prudential.

Renewal Rates effective January 1,2026

Renewal rates presented below will be in effect for three (3) years from the effective date. The next renewal will be 01/01/2029

Prudential
Bring Your Challenges

Group Insurance Renewal

Renewal Control #:	76136	Effective Date:	1/1/2026

Lexington Fayette Urban County Government

Life Rate Exhibit-3/12/2025

BASIC LIFE

	Current Rate per $1,000	Current Estimated Annual Premium	Rate Action	Renewal Rate per $1,000	Lives	Volume	Renewal Estimated Annual Premium
Actives	$0.080	$65,059	0.00%	$0.080	3,026	$67,770,000	$65,059

Retiree Life

	Current Rate per $1,000	Current Estimated Annual Premium	Rate Action	Renewal Rate per $1,000	Lives	Volume	Renewal Estimated Annual Premium
Retirees	$2.140	$102,155	0.00%	$2.140	528	$3,978,000	$102,155

AD&D

	Current Rate per $1,000	Current Estimated Annual Premium	Rate Action	Renewal Rate per $1,000	Lives	Volume	Renewal Estimated Annual Premium
Actives	$0.020	$16,265	0.00%	$0.020	3,026	$67,770,000	$16,265

Occupational AD&D

	Current Rate per $1,000	Current Estimated Annual Premium	Rate Action	Renewal Rate per $1,000	Lives	Volume	Renewal Estimated Annual Premium
Actives	$0.018	$49,518	0.00%	$0.018	1,478	$229,250,000	$49,518

Optional Life

	Current Rate per $1,000	Current Estimated Annual Premium	Rate Action	Renewal Rate per $1,000	Lives	Volume	Renewal Estimated Annual Premium
LT 25	$0.090	$2,843	-10.00%	$0.081	22	$2,632,000	$2,558
25-29	$0.110	$11,058	-10.00%	$0.099	68	$8,377,000	$9,952
30-34	$0.130	$32,581	-10.00%	$0.117	138	$20,885,000	$29,323
35-39	$0.140	$44,214	-10.00%	$0.126	158	$26,318,000	$39,793
40-44	$0.190	$76,836	-10.00%	$0.171	175	$33,700,000	$69,152
45-49	$0.260	$113,640	-10.00%	$0.234	188	$36,423,000	$102,276
50-54	$0.450	$156,994	-10.00%	$0.405	166	$29,073,000	$141,295
55-59	$0.860	$155,089	-10.00%	$0.774	101	$15,028,000	$139,580
60-64	$1.060	$98,542	-10.00%	$0.954	61	$7,747,000	$88,688
65-69	$1.830	$59,204	-10.00%	$1.647	15	$2,696,000	$53,284
70-74	$3.680	$16,295	-10.00%	$3.312	4	$369,000	$14,666
75+	$3.680	$0	-10.00%	$3.312	0	$0	$0
TOTAL		$767,295			1,096	$183,248,000	$690,567

OPTIONAL AD&D

	Current Rate per $1,000	Current Estimated Annual Premium	Rate Action	Renewal Rate per $1,000	Lives	Volume	Renewal Estimated Annual Premium
Employee Only	$0.030	$58,576	0.00%	$0.030	908	$162,710,000	$58,576

OPTIONAL DEPENDENT LIFE

	Current Rate per dep unit	Current Estimated Annual Premium	Rate Action	Renewal Rate per dep unit	Lives	Volume	Renewal Estimated Annual Premium
Option 1	$4.880	$35,429	-10.00%	$4.392	605	N/A	$31,886
Option 2	$3.540	$1,827	-10.00%	$3.186	43	N/A	$1,644
Option 3	$1.680	$423	-10.00%	$1.512	21	N/A	$381
					669		$33,911

Section II - Summary of Your Current Plan Design

General Assumptions:

Contract Situs	Kentucky
SIC Code	9121
Rate Guarantee	Rates are guaranteed for 3 years from the effective date. If enrollment or volume changes of more than 10% during the initial rate guarantee period from those stated in this renewal action, we reserve the right to take immediate action, including but not limited to revising rates or terminating coverage.
Next Renewal	01/01/2029
Financial	Coverage is offered on a Non-Participating, Fully Insured basis. AD&D is fully pooled. All coverages are offered as a package.
Received updated Census	Yes The census is in line with current reporting.
OFAC and FinCEN Disclosure	This proposal assumes that you comply with the statutes, regulations, Executive Orders and other programs administered by the Office of Foreign Assets Control (OFAC) and FinCEN of the U.S. Department of the Treasury. This offer assumes that all covered employees are US Employees or temporary US expatriates. Any foreign exposure must be approved by Underwriting before coverage will be offered. All coverages are administered in accordance with US insurance laws and regulations.
New Mexico Disclosure	Based on amendments to New Mexico's regulations that were effective 1/1/2024, plans that insure more than 100 NM residents at any time must comply with NM's minimum benefit standards. The Group Customer is responsible for informing Prudential if they have more than 100 New Mexico residents insured for coverage at any time. Failure to provide such information on a timely basis will impact Prudential's ability to provide coverage to the New Mexico residents.

Cannabis Disclosure	Prudential Group Insurance will not do business with entities engaged directly in cannabis activities in the United States. In addition, Prudential Group Insurance will not do business with a person or entity that does business or is affiliated with entities engaged directly in cannabis activities in the United States (affiliation may be determined based upon a particular ownership percentage of the equity of such a business, or upon sharing a common parent with such a business).
Cross product support and ERISA	The rate for one or more coverage(s) offered under the Group Contract depends upon support from the rate charged for other coverages under the Group Contract. Premiums paid by the Plan for one coverage will cover some or all of the cost of another Plan coverage. Prudential is quoting this rate on the basis that the employer has reviewed the rate structure as described and will, if accepted, represent and warrant that (i) such arrangement is consistent with the requirement for use of plan assets and its fiduciary responsibilities under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) the coverages are being offered to the participants under a single ERISA plan; and (iii) the Plan's rate structure is consistent with Plan documents and related communications to participants.
Bundling of Life and Disability	Does not apply
Foreign Exposure:	Does not apply
Other Assumptions & Provisions	Prudential cannot provide tax advice to customers. Please consult with your tax adviser regarding any potential imputed income reporting requirements related to "Fringe Benefits" (which may include certain group term life insurance benefits) under Internal Revenue Code (IRC) Section 79 and IRC Section 61. The quoted rates are subject to change as of the date the new law or a change in any existing law is effective.
DOL Fiduciary Disclosure	These materials are for informational or educational purposes. In providing these materials, Prudential (i) is not acting as a fiduciary, as defined by the Department of Labor, to ERISA plans, plan participants or beneficiaries and is not giving advice in a fiduciary capacity and (ii) is not undertaking to provide impartial investment advice as Prudential will receive compensation for its products and services.

Life Plan Summary:

Travel Assist	Does not apply

Basic Life	
Class:	Class 1: All Non-Bargained Employees Class 2: All Retirees who retired on or after July 1, 1996, and are eligible for a) the county employees retirement system; or b) the city employees pension fund, or c) the policemen and firemen pension fund. Class 3: All Retirees who retired prior to July 1, 1996, and are eligible for a) the county employees retirement system; or b) the city employees' pension fund, or c) the policemen and firemen pension fund. Class 4: All Bargained Police and Fire Employees Class 5: All Bargained Corrections Officers with the title Lieutenants and Captains Class 6: All Bargained Corrections Officers with the tile Officers or Sergeants.
Contribution:	Class 1, 4, 5, 6: 100% Employer paid Class 2 & 3: 100% Employee paid
Benefit amount:	Class 1: Flat $ 25,000 Class 2: Flat $4,000 Class 3: Grandfathered Amounts Class 4, 5, 6: Flat $25,000
Age Reduction Schedule (% Reduced):	Class 1, 4, 5, 6: 50% @70 Class 2 & 3: None
Termination at Retirement:	Class 1, 4, 5, 6: Applies Class 2 & 3: Does not apply
ABO:	Class 1, 4, 5, 6: 50% to $500K Class 2 & 3: Does not apply
Portability:	Does not apply
Disability Provision:	Class 1, 4, 5, 6: Waiver of Premium (Prior to Age 60, with a nine-month waiting period, Age 70 Duration)

	Class 2 & 3: Does not apply

Basic AD&D	
Class:	Class 1: All Non-Bargained Employees Class 2: All Bargained Fire Employees Class 3: All Bargained Corrections Officers with the title Lieutenants and Captains Class 4: All Bargained Corrections Officers with the tile Officers or Sergeants. Class 5: All Bargained Police Employees
Benefit amount:	Class 1: Flat $25,000 Class 2: Flat $25,000 $100,000 Occupational Only – In Line of Duty Benefit Class 3: Flat $25,000 $50,000 Occupational Only – In Line of Duty Benefit Class 4: Flat $25,000 $100,000 Occupational Only – In Line of Duty Benefit Class 5: Flat $25,000 $250,000 Occupational Only – In Line of Duty Benefit Standard Prudential Exclusions apply
Age Reduction Schedule (% Reduced):	50% @70
Termination at Retirement:	Applies
ABO:	Does not apply
Portability:	Does not apply

Optional Life	
Class:	Class 1: All Active Employees Class 2: All Retirees who retired on or after July 1, 1996, and are eligible for a) the county employees retirement system; or b) the city employees pension fund, or c) the policemen and firemen pension fund. Class 3: All Retirees who retired prior to July 1, 1996, and are eligible for a) the county employees retirement system; or b) the city employees' pension fund, or c) the policemen and firemen pension fund.

Benefit Amount:	Class 1: 1X, 1.5X, 2X, 2.5X, or 3X AE to $350,000 (combined maximum with basic life) Non-Medical Maximum of The lesser of 3X AE and $350,000 Class 2: $6,000 Class 3: Grandfathered Amounts
Age Reduction Schedule (% Reduced):	Class 1: 50% @70 Class 2 & 3: None
Termination at Retirement:	Class 1: Applies Class 2 & 3: Does not apply
ABO:	Class 1: 50% to $500K Class 2 & 3: Does not apply
Portability:	Does not apply
Disability Provision:	Class 1: Waiver of Premium (Prior to Age 60, with a nine-month waiting period, Age 70 Duration) Class 2 & 3: Does not apply

Optional AD&D	
Class:	All Active Employees
Benefit amount:	1X, 1.5X, 2X, 2.5X, or 3X AE to $350,000 (combined maximum with basic AD&D) Standard Prudential Exclusions apply Standard Optional Benefits Schedule Applies
Coverage	Employee Only
Age Reduction Schedule (% Reduced):	50% @70
Termination at Retirement:	Applies
ABO:	Does not apply
Portability:	Does not apply

Optional Dependent Life	
Class:	All Active Employees
Benefit amount:	Spouse / Child: Option 1: $10,000 / $5,000 Option 2: $8,000 / $4,000 Option 3: $4,000 / $1,000 Non-Medical Maximum of $10,000 (spouse)

Age Reduction Schedule (% Reduced):	None
Termination at Retirement:	Applies
Portability:	Does not apply
Disability Provision:	Does not apply

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0711-25

File ID:	0711-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	234-2025	**In Control:**	Urban County Council
				File Created:	07/31/2025
File Name:	26-0011- ErgoMetrics Agreement			**Final Action:**	08/28/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Test Security Agreement between ErgoMetrics, Inc., and the Lexington-Fayette Urban County Government for testing applicants applying for Community Corrections Captain promotional processes, at a cost not to exceed $750. [Div. of Human Resources, George]

Notes: SAF in the CCO. Returned via scans to Alana Morton 9/2/2025. MS

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Bluesheet Memo 26-0011, Licensing Agreement_PerApp2020KY, REACTPromote_PerApplicant_2022, RESO 0711-25 Ergometrics, Inc Testing 4924-8226-2874 v.1.docx, R-390-2025, Contract #234-2025	**Enactment Number:**	R-390-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0711-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Test Security Agreement between ErgoMetrics, Inc., and the Lexington-Fayette Urban County Government for testing applicants applying for Community Corrections Captain promotional processes, at a cost not to exceed $750. [Div. of Human Resources, George]

Summary

Authorization to execute a Test Security Agreement with ErgoMetrics, Inc. for testing applicants applying for the Division of Community Corrections Captain promotional processes, effective upon passage of Council. Cost not to exceed $750. Funds are Budgeted. (L0711-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher- 8/1/2025

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

Fully Budgeted [select]: Yes

Account Number: 1101-160502-1824-71299

This Fiscal Year Impact: $750

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

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

DATE: July 30, 2025

SUBJECT: **Test Security Agreement – ErgoMetrics**

Request:
The attached action authorizes a Test Security Agreement between ErgoMetrics, Inc. and the Lexington-Fayette Urban County Government for testing applicants applying for Community Corrections Captain promotional processes, effective upon passage of Council.

What is the cost in this budget year and future budget year?
The cost is not to exceed $750 and will be funded from the division's Professional Services/Corrections account (1101-160502-1824-71299).

File Number: 0711-25

Director/Commissioner:
Glenda Humphrey George/Sally Hamilton

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

Per Applicant Test Licensing Agreement

1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.

b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.

c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.

d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.

e. Cell phones and electronic devices are not allowed in the test administrations.

f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.

g. Any testing materials shipped must use a form of registered service with tracking number and signature for delivery.

h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law

This Agreement is governed by the laws of the State of Kentucky.

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Principal Signer _____ Date _____

Signature _____

Title _____

Agency Name _____

Physical Address _____

City _____ State _____ Zip _____

Telephone _____ Email _____

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Authorized Contact _____

Title _____

Telephone _____

Email _____

Authorized Contact _____

Title _____

Telephone _____

Email _____

Return to:
Ergometrics &
Applied Personnel Research, Inc.
2122 164th St SW Suite 300
Lynnwood, WA 98087
FAX: 425-977-0566
Or email
clientservices@ergometrics.org

Failure to return the signed licensing agreement, will delay the processing of your order.

For Office use only:

Product: _____

License Type: _____

Highrise: _____

Exam HQ: _____

Notes:

Lexington
Licensing Agreement
Attachment A

Pricing

REACT Promote Per Applicant License:	
Minimum for 1-10 Applicants	$750
Additional Applicants @ $45 each	$0

**cost may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

Term of Agreement

The service agreement will begin and end on the following dates:

Start Date	End Date
09/01/25	10/15/25

All testing materials must be returned by the due date listed above. Materials MUST be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a $25 late fee for every 15 days overdue. Any lost test materials must have the incident documented on company letterhead and will be subject to lost fees.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A TEST SECURITY AGREEMENT BETWEEN ERGOMETRICS, INC., AND THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR TESTING APPLICANTS APPLYING FOR COMMUNITY CORRECTIONS CAPTAIN PROMOTIONAL PROCESSES, AT A COST NOT TO EXCEED $750.00.

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 a test security agreement with ErgoMetrics, Inc., which is attached hereto and incorporated herein by reference, for testing applicants applying for Community Corrections Captain promotional processes, at a cost not to exceed $750.00

Section 2 – That an amount, not to exceed the sum of $750.00, be and hereby is approved for payment to ErgoMetrics, 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
0711-25:GET: 4924-8226-2874, v. 1

RESOLUTION NO. 390 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A TEST SECURITY AGREEMENT BETWEEN ERGOMETRICS, INC., AND THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR TESTING APPLICANTS APPLYING FOR COMMUNITY CORRECTIONS CAPTAIN PROMOTIONAL PROCESSES, AT A COST NOT TO EXCEED $750.00.

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 a test security agreement with ErgoMetrics, Inc., which is attached hereto and incorporated herein by reference, for testing applicants applying for Community Corrections Captain promotional processes, at a cost not to exceed $750.00

Section 2 – That an amount, not to exceed the sum of $750.00, be and hereby is approved for payment to ErgoMetrics, 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: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0711-25:GET: 4924-8226-2874, v. 1

Per Applicant Test Licensing Agreement

1. Scope of Agreement
Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright
The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security
Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.

b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.

c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.

d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.

e. Cell phones and electronic devices are not allowed in the test administrations.

f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.

g. Any testing materials shipped must use a form of registered service with tracking number and signature for delivery.

h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination
This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination
Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing
Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver
The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement
The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement
The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law
This Agreement is governed by the laws of the State of Kentucky.

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Linda Gorton
Principal Signer

9/2/2025
Date

Linda Gorton
Signature

Mayor
Title

Lexington Fayette Urban County Govt.
Agency Name

Physical Address

City State Zip

Telephone Email

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Kina Suarez
Authorized Contact

HR Manager
Title

859. 425. 2717
Telephone

K suarez @lexingtonKy.gov
Email

Dan James
Authorized Contact

HR Manager
Title

859. 258. 3954
Telephone

djames @ lexington Ky. gov
Email

ERGO METRICS

Return to:
Ergometrics &
Applied Personnel Research, Inc.
2122 164th St SW Suite 300
Lynnwood, WA 98087
FAX: 425-977-0566
Or email
clientservices@ergometrics.org

Failure to return the signed licensing agreement, will delay the processing of your order.

For Office use only:

Product: _____

License Type: _____

Highrise: _____

Exam HQ: _____

Notes:

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0712-25

File ID:	0712-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	07/31/2025
File Name:	25-0049- Abolish/Create Division of Internal Audit			**Final Action:**	08/28/2025

Title: An Ordinance amending the authorized strength by abolishing one (1) classified position of Internal Auditor, Grade 521E, and creating one (1) classified position of Associate Internal Auditor, Grade 519N, all in the Div. of Internal Audit, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Bluesheet Memo 25-0049, From to 25-0049, HR Fiscal Impact- 25-0049, ORD 0712-25 Abolish internal auditor create associate internal auditor 4896-7763-7978 v.1.docx, O-059-2025	**Enactment Number:**	O-059-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0712-25

Title

An Ordinance amending the authorized strength by abolishing one (1) classified position of Internal Auditor, Grade 521E, and creating one (1) classified position of Associate Internal Auditor, Grade 519N, all in the Div. of Internal Audit, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to amend the authorized strength by abolishing one (1) Classified Civil Service

Position of Internal Auditor (Grade 521E) and creating one (1) Classified Civil Service Position of Associate Internal Auditor (Grade 519N), in the Division of Internal Audit, effective upon passage of Council. This has a 12-month cost savings of $7,623.25. (L0712-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

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

DATE: July 30, 2025

SUBJECT: **Abolish/Create Positions – Division of Internal Audit**

Request:
The attached is requesting authorization to amend the authorized strength by abolishing one (1) classified civil service position of Internal Auditor (Grade 521E) and creating one (1) classified civil service position of Associate Internal Auditor (Grade 519N), in the Division of Internal Audit, effective upon passage of Council.

Why are you requesting?
The purpose of this position is to recruit entry-level auditors directly out of college and establish a clear career path within the Division of Internal Audit.

What is the cost in this budget year and future budget year?
This has a 12-month cost savings of $7,623.25.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Internal Auditor	$64,906.40	$0	($64,906.40)
Associate Internal Auditor	$0	$58,870.24	$58,870.24

Total Annual Impact/ Salary and Benefits ($7,623.25)

File Number: 0712.25

Director/Commission: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 7/30/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Internal Audit (130)							
130.010	3	328	521E	Internal Auditor	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Internal Audit (130)							
130.010	2	328	521E	Internal Auditor	-----	-----	-----
130.015	1	327	519N	Associate Internal Auditor	-----	-----	-----

Bluesheet 25-0049

Division of Internal Audit

Description		1 or -1	Hour Rate	*63122* Base Comp	*63511* Benefits Cost 18.62% Pension	*63615* Other Fringe	*63621* 6.20% FICA	*63622* 0.023% Unemp	*63624* 1.45% Medicare	Employee Total Cost
Internal Auditor (Grade 521E)	Abolish	-1.00	31.205	($64,906.40)	($12,085.57)	($5,528.88)	($4,288.87)	($14.93)	($1,003.04)	($87,827.69)
Associate Internal Auditor (519N)	Create	1.00	28.303	$58,870.24	$10,961.64	$5,528.88	$3,914.63	$13.54	$915.52	$80,204.44
Pay Periods				($6,036.16)	($1,123.93)	$0.00	($374.24)	($1.39)	($87.52)	($7,623.25)

Annual Cost: ($7,623.25)

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

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF INTERNAL AUDITOR, GRADE 521E, AND CREATING ONE (1) CLASSIFIED POSITION OF ASSOCIATE INTERNAL AUDITOR, GRADE 519N, ALL IN THE DIVISION OF INTERNAL AUDIT, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

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

130.010	2	328	521E	Internal Auditor

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

130.015	1	327	519N	Associate Internal Auditor

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0712-25:GET:4896-7763-7978, v. 1

ORDINANCE NO. 059- 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF INTERNAL AUDITOR, GRADE 521E, AND CREATING ONE (1) CLASSIFIED POSITION OF ASSOCIATE INTERNAL AUDITOR, GRADE 519N, ALL IN THE DIVISION OF INTERNAL AUDIT, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

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

130.010	2	328	521E	Internal Auditor

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

130.015	1	327	519N	Associate Internal Auditor

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

PASSED URBAN COUNTY COUNCIL: August 28,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: September 5,2025-1t
0712-25:GET:4896-7763-7978, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0713-25

File ID:	0713-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	07/31/2025
File Name:	26-0001d- Amending Authorized Strength (Unclassified)			**Final Action:**	08/28/2025

Title: An Ordinance amending the authorized strength by abolishing two (2) unclassified positions of Overdose Prevention Project Coordinator, Grade 519N, in the Div. of Fire and Emergency Services, abolishing one (1) unclassified position of Equipment Operator P/T, Grade 510N, in the Div. of Youth Services, abolishing one (1) unclassified position of Extended School Program Supervisor, Grade 519E, in the Div. of Parks and Recreation, abolishing one (1) unclassified position of Extended School Program Coordinator, Grade 516E, in the Div. of Parks and Recreation, abolishing three (3) unclassified positions of Custodial Worker, Grade 506N, in the Div. of Parks and Recreation, and abolishing one (1) unclassified position of Accountant, Grade 518N, in the Div. of Grants and Special Programs, all effective as of July 1, 2025. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Bluesheet Memo 26-0001d, From to 26.0001d, ORD 0713-25 Abolish unclassified positions 4924-9274-8378 v.1.docx, O-060-2025	**Enactment Number:**	O-060-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0713-25

Title

An Ordinance amending the authorized strength by abolishing two (2) unclassified positions of Overdose Prevention Project Coordinator, Grade 519N, in the Div. of Fire and Emergency Services, abolishing one (1) unclassified position of Equipment Operator P/T, Grade 510N, in the Div. of Youth Services, abolishing one (1) unclassified position of Extended School Program Supervisor, Grade 519E, in the Div. of Parks and Recreation, abolishing one (1) unclassified position of Extended School Program Coordinator, Grade 516E, in the Div. of Parks and Recreation, abolishing three (3) unclassified positions of Custodial Worker, Grade 506N, in the Div. of Parks and Recreation, and abolishing one (1) unclassified position of Accountant, Grade 518N, in the Div. of Grants and Special Programs, all effective as of July 1, 2025. [Div. of Human Resources, George]

Summary

Authorization to amend the Unclassified Civil Service authorized strength by abolishing vacant positions in the Division of Fire and Emergency Services, Division of Youth Services, Division of Parks and Recreation and Division of Grants and Special Programs, as approved by the FY 2026 Adopted Budget, effective retroactive to July 1, 2025. (L0713-25) (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/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

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

DATE: July 30, 2025

RE: **FY 2026 – Amending the Authorized Strength**

Request:
The attached action is requesting authorization to abolish the following vacant positions, as approved in the FY 2026 Budget:

- Abolish two (2) unclassified civil service positions of Overdose Prevention Project Coordinator (Grade 519N) in the Division of Fire and Emergency Services (two (2) offsetting classified positions of Overdose Prevention Project Coordinator were created by Ordinance 32-2025, which now filled);
- Abolish one (1) unclassified position of Equipment Operator P/T (Grade 510N) in the Division of Youth Services (this position is no longer needed based on the current needs of the division);
- Abolish one (1) unclassified position of Extended School Program Supervisor (Grade 519E), one (1) Extended School Program Coordinator (Grade 516E) and three (3) Custodial Worker (Grade 506N) positions in the Division of Parks and Recreation (the Extended School Program positions have been vacant since 2021 due to organizational adjustments that resulted in operational efficiencies, making these positions redundant; the Custodial Worker positions are a holdover of an old classification of seasonal/part-time positions that is no longer used);
- Abolish one (1) unclassified position of Accountant (Grade 518N) in the Division of Grants and Special Programs (this position was 100 percent grant funded and has ended);
- Effective retroactive to July 1, 2025.

Why are you requesting?
During the FY26 budgeting process, these vacant positions were found to be no longer needed.

What is the cost in this budget year and future budget year?
There is no fiscal impact associated with this action.

File Number: 0713.25

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: 7/30/25

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
Division of Fire (570)									**Division of Fire (570)**							
570.025	4	546	519N	Overdose Prevention Project Coordinator	-----	-----	-----		570.025	2	546	519N	Overdose Prevention Project Coordinator	-----	-----	-----
Division of Youth Services (650)									**Division of Youth Services (650)**							
650.075	1	613	510N	Equipment Operator P/T	-----	-----	-----		-----	-----	-----	-----	-----	-----	-----	-----
Division of Parks and Recreation (760)									**Division of Parks and Recreation (760)**							
760.022	3	811	519E	Extended School Program Supervisor	-----	-----	-----		760.022	2	811	519E	Extended School Program Supervisor	-----	-----	-----
760.026	3	810	516E	Extended School Program Coordinator	-----	-----	-----		760.026	2	810	516E	Extended School Program Coordinator	-----	-----	-----
760.045	3	672	506N	Custodial Worker	-----	-----	-----		-----	-----	-----	-----	-----	-----	-----	-----
Division of Grants & Special Programs (840)									**Division of Grants & Special Programs (840)**							
840.030	2	307	518N	Accountant	-----	-----	-----		840.030	1	307	518N	Accountant	-----	-----	-----

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING TWO (2) UNCLASSIFIED POSITIONS OF OVERDOSE PREVENTION PROJECT COORDINATOR, GRADE 519N, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF EQUIPMENT OPERATOR P/T, GRADE 510N, IN THE DIVISION OF YOUTH SERVICES, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF EXTENDED SCHOOL PROGRAM SUPERVISOR, GRADE 519E, IN THE DIVISION OF PARKS AND RECREATION, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF EXTENDED SCHOOL PROGRAM COORDINATOR, GRADE 516E, IN THE DIVISION OF PARKS AND RECREATION, ABOLISHING THREE (3) UNCLASSIFIED POSITIONS OF CUSTODIAL WORKER, GRADE 506N, IN THE DIVISION OF PARKS AND RECREATION, AND ABOLISHING ONE (1) UNCLASSIFIED POSITION OF ACCOUNTANT, GRADE 518N, IN THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, ALL EFFECTIVE AS OF JULY 1, 2025.

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

Section 1 – That subsection line numbers 650.075 and 760.045 in the unclassified civil service authorized strength be and hereby are deleted.

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

570.025	2	546	519N	Overdose Prevention Project Coordinator
760.022	2	811	519E	Extended School Project Supervisor
760.026	2	810	516E	Extended School Program Coordinator
840.030	1	307	518N	Accountant

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0713-25:GET:4924-9274-8378, v. 1

ORDINANCE NO. 060 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING TWO (2) UNCLASSIFIED POSITIONS OF OVERDOSE PREVENTION PROJECT COORDINATOR, GRADE 519N, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF EQUIPMENT OPERATOR P/T, GRADE 510N, IN THE DIVISION OF YOUTH SERVICES, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF EXTENDED SCHOOL PROGRAM SUPERVISOR, GRADE 519E, IN THE DIVISION OF PARKS AND RECREATION, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF EXTENDED SCHOOL PROGRAM COORDINATOR, GRADE 516E, IN THE DIVISION OF PARKS AND RECREATION, ABOLISHING THREE (3) UNCLASSIFIED POSITIONS OF CUSTODIAL WORKER, GRADE 506N, IN THE DIVISION OF PARKS AND RECREATION, AND ABOLISHING ONE (1) UNCLASSIFIED POSITION OF ACCOUNTANT, GRADE 518N, IN THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, ALL EFFECTIVE AS OF JULY 1, 2025.

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

Section 1 – That subsection line numbers 650.075 and 760.045 in the unclassified civil service authorized strength be and hereby are deleted.

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

570.025	2	546	519N	Overdose Prevention Project Coordinator
760.022	2	811	519E	Extended School Project Supervisor
760.026	2	810	516E	Extended School Program Coordinator
840.030	1	307	518N	Accountant

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: September 5, 2025-1t
0713-25:GET:4924-9274-8378, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0714-25

File ID: 0714-25 **Type:** Ordinance **Status:** Approved

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

File Created: 07/31/2025

File Name: 26-0001c- Transfer Positions **Final Action:** 08/28/2025

Title: An Ordinance amending the authorized strength by transferring one (1) classified position of Human Resources Analyst, Grade 521E, from the Div. of Waste Management to the Div. of Human Resources, and transferring the incumbent; transferring one (1) unclassified position of Program Coordinator, Grade 525E, from the Office of the Mayor to the Dept. of Social Services; transferring three (3) classified positions of Language Access Specialist, Grade 523E, from the Office of the Mayor to the Dept. of Social Services, and transferring the incumbents; and transferring one (1) classified position of Administrative Specialist Senior, Grade 516N, from the Office of the Mayor to the Dept. of Social Services, and transferring the incumbent, all effective as of July 1, 2025. [Div. of Human Resources, George]

Notes:

Sponsors: **Enactment Date:** 08/28/2025

Attachments: Bluesheet Memo 26-0001c, From to 26-0001c, ORD 0714-25 Transfer from Waste Management to HR, etc 4906-6500-8474 v.1.docx, O-061-2025

Enactment Number: O-061-2025

Deed #: **Hearing Date:**

Drafter: Alana Morton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0714-25

Title

An Ordinance amending the authorized strength by transferring one (1) classified position of Human Resources Analyst, Grade 521E, from the Div. of Waste Management to the Div. of Human Resources, and transferring the incumbent; transferring one (1) unclassified position of Program Coordinator, Grade 525E, from the Office of the Mayor to the Dept. of Social Services; transferring three (3) classified positions of Language Access Specialist, Grade 523E, from the Office of the Mayor to the Dept. of Social Services, and transferring the incumbents; and transferring one (1) classified position of Administrative Specialist Senior, Grade 516N, from the Office of the Mayor to the Dept. of Social Services, and transferring the incumbent, all effective as of July 1, 2025. [Div. of Human Resources, George]

Summary

Authorization to transfer positions from the Division of Waste Management to the Division of Human Resources and from the Office of the Mayor to the Department of Social Services, as approved in the FY 2026 Adopted Budget, effective retroactive to July 1, 2025.

(L0714-25) (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/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

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

DATE: July 30, 2025

RE: **Transfer positions- FY 2026**

Request:
The attached action is requesting authorization to transfer the following positions based upon the approved FY26 budget:

- Transfer one (1) classified position of Human Resources Analyst (Grade 521E) and the incumbent along with the associated funds from the Division of Waste Management to the Division of Human Resources;
- Transfer one (1) unclassified position of Program Coordinator (Grade 525E), three (3) classified positions of Language Access Specialist (Grade 523E), and one (1) Administrative Specialist Sr. (Grade 516N), and the incumbents along with the associated funds from the Office of the Mayor to the Department of Social Services.
- Effective retroactive to July 1, 2025.

Why are you requesting?
After creating a Human Resources Manager assigned to the Division of Waste Management, it was decided to transfer the HR Analyst position and the incumbent to the Division of Human Resources. The positions in the Mayor's Office are a better fit in the Commissioner of Social Services Office. Therefore, we are moving the positions and incumbents.

What is the cost in this budget year and future budget year?
There is no fiscal impact associated with this action.

File Number: 0714-25

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: 8/1/25

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
Office of the Mayor (030)								**Office of the Mayor (030)**							
030.010	3	561	523E	Language Access Specialist	-----	Rania Belmadani	$3,620.40 biweekly	-----	-----	-----	-----	-----	-----	-----	-----
						Aldo Gomez	$2,819.76 biweekly								
030.040	1	110	516N	Administrative Specialist Sr.	-----	Gaston Ngandu Sankayi Trina Brown	$3,278.08 biweekly $32.192 hourly	-----	-----	-----	-----	-----	-----	-----	-----
Division of Waste Management (350)								**Division of Waste Management (350)**							
350.039	1	173	521E	Human Resources Analyst	-----	Cassandra Bunton	$2,559.60 biweekly	-----	-----	-----	-----	-----	-----	-----	-----
Division of Human Resources (460)								**Division of Human Resources (460)**							
460.030	3	173	521E	Human Resources Analyst	-----	-----	-----	460.030	4	173	521E	Human Resources Analyst	-----	Cassandra Bunton	$2,559.60 biweekly
Department of Social Services								**Department of Social Services**							
-----	-----	-----	-----	-----	-----	-----	-----	610.025	3	561	523E	Language Access Specialist	-----	Rania Belmadani	$3,620.40 biweekly
														Aldo Gomez	$2,819.76 biweekly
610.050	1	110	516N	Administrative Specialist Sr.	-----	-----	-----	610.050	2	110	516N	Administrative Specialist Sr.	-----	Gaston Ngandu Sankayi Trina Brown	$3,278.08 biweekly $32.192 hourly

Unclassified Civil Service

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
Office of the Mayor (030)								**Office of the Mayor (030)**							
030.024	1	543	525E	Program Coordinator	-----	Vacant	-----	-----	-----	-----	-----	-----	-----	-----	-----
Department of Social Services (610)								**Department of Social Services (610)**							
-----	-----	-----	-----	-----	-----	-----	-----	610.015	1	543	525E	Program Coordinator	-----	Vacant	-----

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY TRANSFERRING ONE (1) CLASSIFIED POSITION OF HUMAN RESOURCES ANALYST, GRADE 521E, FROM THE DIVISION OF WASTE MANAGEMENT TO THE DIVISION OF HUMAN RESOURCES, AND TRANSFERRING THE INCUMBENT; TRANSFERRING ONE (1) UNCLASSIFIED POSITION OF PROGRAM COORDINATOR, GRADE 525E, FROM THE OFFICE OF THE MAYOR TO THE DEPARTMENT OF SOCIAL SERVICES; TRANSFERRING THREE (3) CLASSIFIED POSITIONS OF LANGUAGE ACCESS SPECIALIST, GRADE 523E, FROM THE OFFICE OF THE MAYOR TO THE DEPARTMENT OF SOCIAL SERVICES, AND TRANSFERRING THE INCUMBENTS; AND TRANSFERRING ONE (1) CLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST SENIOR, GRADE 516N, FROM THE OFFICE OF THE MAYOR TO THE DEPARTMENT OF SOCIAL SERVICES, AND TRANSFERRING THE INCUMBENT, ALL EFFECTIVE AS OF JULY 1, 2025.

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

Section 1 – That subsection line numbers 030.010, 030.040 and 350.039 in the classified civil service authorized strength be and hereby are deleted.

Section 2 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

460.030	4	173	521E	Human Resources Analyst
610.050	2	110	516N	Administrative Specialist Sr.

Section 3 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

610.025	3	561	523E	Language Access Specialist

Section 4 – That subsection line number 030.024 in the unclassified civil service authorized strength be and hereby is deleted.

Section 5 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is created to read as follows:

610.015	1	543	525E	Program Coordinator

Section 6 – That the incumbents, Rania Belmadani, Aldo Gomez, Gaston Ngandu Sankayi and Trina Brown, be and hereby are transferred from the Office of the Mayor to the Department of Social Services, at the current job class, pay grade and title.

Section 7 – That the incumbent Cassandra Bunton, be and hereby is transferred from the Division of Waste Management to the Division of Human Resources, at the current job class, pay grade and title.

Section 8 – That this Ordinance shall become effective on July 1, 2025.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0714-25:GET:4906-6500-8474, v. 1

ORDINANCE NO. 061 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY TRANSFERRING ONE (1) CLASSIFIED POSITION OF HUMAN RESOURCES ANALYST, GRADE 521E, FROM THE DIVISION OF WASTE MANAGEMENT TO THE DIVISION OF HUMAN RESOURCES, AND TRANSFERRING THE INCUMBENT; TRANSFERRING ONE (1) UNCLASSIFIED POSITION OF PROGRAM COORDINATOR, GRADE 525E, FROM THE OFFICE OF THE MAYOR TO THE DEPARTMENT OF SOCIAL SERVICES; TRANSFERRING THREE (3) CLASSIFIED POSITIONS OF LANGUAGE ACCESS SPECIALIST, GRADE 523E, FROM THE OFFICE OF THE MAYOR TO THE DEPARTMENT OF SOCIAL SERVICES, AND TRANSFERRING THE INCUMBENTS; AND TRANSFERRING ONE (1) CLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST SENIOR, GRADE 516N, FROM THE OFFICE OF THE MAYOR TO THE DEPARTMENT OF SOCIAL SERVICES, AND TRANSFERRING THE INCUMBENT, ALL EFFECTIVE AS OF JULY 1, 2025.

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

Section 1 – That subsection line numbers 030.010, 030.040 and 350.039 in the classified civil service authorized strength be and hereby are deleted.

Section 2 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

460.030	4	173	521E	Human Resources Analyst
610.050	2	110	516N	Administrative Specialist Sr.

Section 3 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

610.025	3	561	523E	Language Access Specialist

Section 4 – That subsection line number 030.024 in the unclassified civil service authorized strength be and hereby is deleted.

Section 5 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is created to read as follows:

610.015	1	543	525E	Program Coordinator

Section 6 – That the incumbents, Rania Belmadani, Aldo Gomez, Gaston Ngandu Sankayi and Trina Brown, be and hereby are transferred from the Office of the Mayor to the Department of Social Services, at the current job class, pay grade and title.

Section 7 – That the incumbent Cassandra Bunton, be and hereby is transferred from the Division of Waste Management to the Division of Human Resources, at the current job class, pay grade and title.

Section 8 – That this Ordinance shall become effective on July 1, 2025.

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: September 5, 2025-1t
0714-25:GET:4906-6500-8474, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0715-25

File ID:	0715-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	07/31/2025
File Name:	26-0010- Treatment Plant Operators			**Final Action:**	08/28/2025

Title: An Ordinance authorizing salary supplements for certain classifications in the Div. of Water Quality, as follows: Treatment Plant Operator Apprentices and Treatment Plant Operators who are assigned to work second shift or third shift shall be eligible for a one dollar ($1) per hour shift differential, calculated as additional compensation on an hourly basis; and Treatment Plant Operator Apprentices, Treatment Plant Operators, and Solids Processing Supervisors who hold Wastewater Treatment Operator Certifications from the Commonwealth of Ky. shall be eligible for a salary supplement, which shall be calculated as additional compensation on an hourly basis based on the highest certification obtained, as follows: $1 per hour for Wastewater Treatment Operators, Class I; $2 per hour for Wastewater Treatment Operators, Class II; $3 per hour for Wastewater Treatment Operators, Class III; and $4 per hour for Wastewater Treatment Operators, Class IV; such supplements being authorized pursuant to the authority granted by Section 21-27(d) of the Code of Ordinances of the Lexington-Fayette Urban County Government in recognition of employment market conditions that make it exceptionally difficult to recruit and retain qualified employees in these classifications; and further authorizing payment of these supplements to eligible employees, effective the first payroll Monday following Council approval. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Bluesheet Memo 26-0010, ORD 0715-25- Pay differential Treatment Plant Operators 4904-5157-8716 v.1.docx, O-062-2025	**Enactment Number:**	O-062-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025	Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025	
1	Urban County Council	08/28/2025	Approved			Pass

Text of Legislative File 0715-25

Title

An Ordinance authorizing salary supplements for certain classifications in the Div. of Water Quality, as follows: Treatment Plant Operator Apprentices and Treatment Plant Operators who are assigned to work second shift or third shift shall be eligible for a one dollar ($1) per hour shift differential, calculated as additional compensation on an hourly basis; and Treatment Plant Operator Apprentices, Treatment Plant Operators, and Solids Processing Supervisors who hold Wastewater Treatment Operator Certifications from the Commonwealth of Ky. shall be eligible for a salary supplement, which shall be calculated as additional compensation on an hourly basis based on the highest certification obtained, as follows: $1 per hour for Wastewater Treatment Operators, Class I; $2 per hour for Wastewater Treatment Operators, Class II; $3 per hour for Wastewater Treatment Operators, Class III; and $4 per hour for Wastewater Treatment Operators, Class IV; such supplements being authorized pursuant to the authority granted by Section 21-27(d) of the Code of Ordinances of the Lexington-Fayette Urban County Government in recognition of employment market conditions that make it exceptionally difficult to recruit and retain qualified employees in these classifications; and further authorizing payment of these supplements to eligible employees, effective the first payroll Monday following Council approval. [Div. of Human Resources, George]

Summary

Authorization to establish supplemental pay for the following classifications: Treatment Plant Operator Apprentice, Treatment Plant Operator Apprentice Class I, Treatment Plant Operator, and Solids Processing Supervisor, effective the first pay period following Council approval. The estimated cost over a 12-month period is $126,880.00. (L0715-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

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

DATE: July 30, 2025

RE: **Treatment Plant Operators – Supplemental Pay**

Request:
At the request of the Commissioner of Environmental Quality & Public Works and the Director of Water Quality, the attached action authorizes supplemental pay for the following classifications: Treatment Plant Operator Apprentice, Treatment Plant Operator, and Solids Processing Supervisor, effective the first pay period following Council approval.

Per Section 21-27(d) of the Code of Ordinances, we are requesting in the Division of Water Quality the following:

- A $1 per hour shift differential for those employees who are working second (4 pm to 12 am) and third (12 am-8 am) shifts
- A supplement for those employees who hold the following Wastewater Treatment Operator certifications from the State of Kentucky:
    - Class 1: $1 per hour
    - Class 2: $2 per hour
    - Class 3: $3 per hour
    - Class 4: $4 per hour

Why are you requesting?
Upon the request of the Commissioner, the Division Director, and the support of the CAO, the Division of Human Resources realizes that these positions are difficult to fill and have a higher vacancy rate. Therefore, they are eligible for supplemental pay under the authority of Section 21-27(d) of the Code of Ordinances.

What is the cost in this budget year and future budget year?
The estimated cost over a 12-month period is $126,880.00.

File Number: 0715·25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

ORDINANCE NO. _____ - 2025

AN ORDINANCE AUTHORIZING SALARY SUPPLEMENTS FOR CERTAIN CLASSIFICATIONS IN THE DIVISION OF WATER QUALITY, AS FOLLOWS: TREATMENT PLANT OPERATOR APPRENTICES AND TREATMENT PLANT OPERATORS WHO ARE ASSIGNED TO WORK SECOND SHIFT OR THIRD SHIFT SHALL BE ELIGIBLE FOR A ONE DOLLAR ($1) PER HOUR SHIFT DIFFERENTIAL, CALCULATED AS ADDITIONAL COMPENSATION ON AN HOURLY BASIS; AND TREATMENT PLANT OPERATOR APPRENTICES, TREATMENT PLANT OPERATORS, AND SOLIDS PROCESSING SUPERVISORS WHO HOLD WASTEWATER TREATMENT OPERATOR CERTIFICATIONS FROM THE COMMONWEALTH OF KENTUCKY SHALL BE ELIGIBLE FOR A SALARY SUPPLEMENT, WHICH SHALL BE CALCULATED AS ADDITIONAL COMPENSATION ON AN HOURLY BASIS BASED ON THE HIGHEST CERTIFICATION OBTAINED, AS FOLLOWS: $1 PER HOUR FOR WASTEWATER TREATMENT OPERATORS, CLASS I; $2 PER HOUR FOR WASTEWATER TREATMENT OPERATORS, CLASS II; $3 PER HOUR FOR WASTEWATER TREATMENT OPERATORS, CLASS III; AND $4 PER HOUR FOR WASTEWATER TREATMENT OPERATORS, CLASS IV; SUCH SUPPLEMENTS BEING AUTHORIZED PURSUANT TO THE AUTHORITY GRANTED BY SECTION 21-27(D) OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT IN RECOGNITION OF EMPLOYMENT MARKET CONDITIONS THAT MAKE IT EXCEPTIONALLY DIFFICULT TO RECRUIT AND RETAIN QUALIFIED EMPLOYEES IN THESE CLASSIFICATIONS; AND FURTHER AUTHORIZING PAYMENT OF THESE SUPPLEMENTS TO ELIGIBLE EMPLOYEES, EFFECTIVE THE FIRST PAYROLL MONDAY FOLLOWING COUNCIL APPROVAL.

WHEREAS, the Council recognizes that there are positions in certain classifications in the Division of Water Quality that are difficult to fill and have a higher vacancy rate and that the Division of Water Quality has experienced a higher than anticipated rate of attrition of qualified employees in those classifications; and

WHEREAS, the Council believes that employment market conditions have made it exceptionally difficult to recruit and retain qualified employees in the following classifications in the Division of Water Quality: Treatment Plant Operator Apprentice, Treatment Plant Operator, and Solids Processing Supervisor; and

WHEREAS, Section 21-27(d) of the Code of Ordinances of the Lexington-Fayette Urban County Government allows the Urban County Council, on recommendation of the Director of Human Resources and with the approval of the Chief Administrative Officer, to authorize a salary supplement to certain classifications in the classified civil service when employment market conditions make it exceptionally difficult to recruit and retain qualified employees in those classifications.

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

Section 1 – That, in recognition of employment market conditions that have made it exceptionally difficult to recruit and retain qualified employees in these classifications, and pursuant to the authority set forth in Section 21-27(d) of the Code of Ordinances of the Lexington-Fayette Urban County Government, a salary supplement be and hereby is authorized for certain classifications in the Division of Water Quality, as follows:

(a) Treatment Plant Operator Apprentices and Treatment Plant Operators who are assigned to work second shift (4pm to 12am) or third shift (12am to 8am) shall be eligible for a salary supplement in the form of a $1 per hour shift differential, which shall be payable on an hourly basis only to eligible employees in those classifications who are assigned to work those shifts.

(b) Treatment Plant Operator Apprentices, Treatment Plant Operators, and Solids Processing Supervisors who hold the following Wastewater Treatment Operator certifications from the Commonwealth of Kentucky shall be eligible for a salary supplement to be paid on an hourly basis based on the highest certification obtained, available only to eligible employees in those classifications who hold the specified certification, in the following amount:

   a. Wastewater Treatment Operator, Class I: $1 per hour

   b. Wastewater Treatment Operator, Class II: $2 per hour

   c. Wastewater Treatment Operator, Class III: $3 per hour

   d. Wastewater Treatment Operator, Class IV: $4 per hour

Section 2 – That payment of these salary supplements, as set forth hereinabove, be and hereby is authorized for eligible employees in the positions of Treatment Plant Operator Apprentice, Treatment Plant Operator, and Solids Processing Supervisor, pursuant to the terms and conditions for a salary supplement based on employment market conditions as set forth in Section 21-27(d) of the Code of Ordinances.

Section 3 – That this Ordinance shall become effective the first payroll Monday following passage of Council.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0715-25:GET:4904-5157-8716, v. 1

ORDINANCE NO. 062 - 2025

AN ORDINANCE AUTHORIZING SALARY SUPPLEMENTS FOR CERTAIN CLASSIFICATIONS IN THE DIVISION OF WATER QUALITY, AS FOLLOWS: TREATMENT PLANT OPERATOR APPRENTICES AND TREATMENT PLANT OPERATORS WHO ARE ASSIGNED TO WORK SECOND SHIFT OR THIRD SHIFT SHALL BE ELIGIBLE FOR A ONE DOLLAR ($1) PER HOUR SHIFT DIFFERENTIAL, CALCULATED AS ADDITIONAL COMPENSATION ON AN HOURLY BASIS; AND TREATMENT PLANT OPERATOR APPRENTICES, TREATMENT PLANT OPERATORS, AND SOLIDS PROCESSING SUPERVISORS WHO HOLD WASTEWATER TREATMENT OPERATOR CERTIFICATIONS FROM THE COMMONWEALTH OF KENTUCKY SHALL BE ELIGIBLE FOR A SALARY SUPPLEMENT, WHICH SHALL BE CALCULATED AS ADDITIONAL COMPENSATION ON AN HOURLY BASIS BASED ON THE HIGHEST CERTIFICATION OBTAINED, AS FOLLOWS: $1 PER HOUR FOR WASTEWATER TREATMENT OPERATORS, CLASS I; $2 PER HOUR FOR WASTEWATER TREATMENT OPERATORS, CLASS II; $3 PER HOUR FOR WASTEWATER TREATMENT OPERATORS, CLASS III; AND $4 PER HOUR FOR WASTEWATER TREATMENT OPERATORS, CLASS IV; SUCH SUPPLEMENTS BEING AUTHORIZED PURSUANT TO THE AUTHORITY GRANTED BY SECTION 21-27(D) OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT IN RECOGNITION OF EMPLOYMENT MARKET CONDITIONS THAT MAKE IT EXCEPTIONALLY DIFFICULT TO RECRUIT AND RETAIN QUALIFIED EMPLOYEES IN THESE CLASSIFICATIONS; AND FURTHER AUTHORIZING PAYMENT OF THESE SUPPLEMENTS TO ELIGIBLE EMPLOYEES, EFFECTIVE THE FIRST PAYROLL MONDAY FOLLOWING COUNCIL APPROVAL.

WHEREAS, the Council recognizes that there are positions in certain classifications in the Division of Water Quality that are difficult to fill and have a higher vacancy rate and that the Division of Water Quality has experienced a higher than anticipated rate of attrition of qualified employees in those classifications; and

WHEREAS, the Council believes that employment market conditions have made it exceptionally difficult to recruit and retain qualified employees in the following classifications in the Division of Water Quality: Treatment Plant Operator Apprentice, Treatment Plant Operator, and Solids Processing Supervisor; and

WHEREAS, Section 21-27(d) of the Code of Ordinances of the Lexington-Fayette Urban County Government allows the Urban County Council, on recommendation of the Director of Human Resources and with the approval of the Chief Administrative Officer, to authorize a salary supplement to certain classifications in the classified civil service when employment market conditions make it exceptionally difficult to recruit and retain qualified employees in those classifications.

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

Section 1 – That, in recognition of employment market conditions that have made it exceptionally difficult to recruit and retain qualified employees in these classifications, and pursuant to the authority set forth in Section 21-27(d) of the Code of Ordinances of the Lexington-Fayette Urban County Government, a salary supplement be and hereby is authorized for certain classifications in the Division of Water Quality, as follows:

(a) Treatment Plant Operator Apprentices and Treatment Plant Operators who are assigned to work second shift (4pm to 12am) or third shift (12am to 8am) shall be eligible for a salary supplement in the form of a $1 per hour shift differential, which shall be payable on an hourly basis only to eligible employees in those classifications who are assigned to work those shifts.

(b) Treatment Plant Operator Apprentices, Treatment Plant Operators, and Solids Processing Supervisors who hold the following Wastewater Treatment Operator certifications from the Commonwealth of Kentucky shall be eligible for a salary supplement to be paid on an hourly basis based on the highest certification obtained, available only to eligible employees in those classifications who hold the specified certification, in the following amount:

a. Wastewater Treatment Operator, Class I: $1 per hour

b. Wastewater Treatment Operator, Class II: $2 per hour

c. Wastewater Treatment Operator, Class III: $3 per hour

d. Wastewater Treatment Operator, Class IV: $4 per hour

Section 2 – That payment of these salary supplements, as set forth hereinabove, be and hereby is authorized for eligible employees in the positions of Treatment Plant Operator Apprentice, Treatment Plant Operator, and Solids Processing Supervisor, pursuant to the terms and conditions for a salary supplement based on employment market conditions as set forth in Section 21-27(d) of the Code of Ordinances.

Section 3 – That this Ordinance shall become effective the first payroll Monday following passage of Council.

PASSED URBAN COUNTY COUNCIL: August 28,2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: September 5,2025-1t
0715-25:GET:4904-5157-8716, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0716-25

File ID: 0716-25 **Type:** Ordinance **Status:** Approved

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

File Created: 07/31/2025

File Name: 26-0012 Friend of the Court- Unified Pay Plan Changes **Final Action:** 08/28/2025

Title: An Ordinance amending the civil service authorized strength by abolishing one (1) unclassified position of Friend of the Court, Grade 523E, and creating one (1) unclassified position of Friend of the Court, Grade Z17, establishing the salary range for Grade Z17, with a minimum of $2,501.92 biweekly and a grade maximum of $3,753.04 biweekly, and reallocating the incumbent; and abolishing five (5) unclassified positions of Family Court Services Specialist, Grade 516N, and creating five (5) unclassified positions of Family Court Services Specialist, Grade Z85; establishing the salary range for Grade Z85 with a grade minimum of $23.339 per hour and grade maximum of $35.007 per hour, and reallocating the incumbents, all effective the first pay period following Council approval. [Div. of Human Resources, George]

Notes:

Sponsors: **Enactment Date:** 08/28/2025

Attachments: Bluesheet Memo 26-0012, From to 26-0012, ORD 716-25 Friend of the Court and Family Court Services Specialist 4917-8578-6202 v.1.docx, O-063-2025

Enactment Number: O-063-2025

Deed #: **Hearing Date:**

Drafter: Alana Morton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0716-25

Title

An Ordinance amending the civil service authorized strength by abolishing one (1) unclassified position of Friend of the Court, Grade 523E, and creating one (1) unclassified position of Friend of the Court, Grade Z17, establishing the salary range for Grade Z17, with a minimum of $2,501.92 biweekly and a grade maximum of $3,753.04 biweekly, and reallocating the incumbent; and abolishing five (5) unclassified positions of Family Court Services Specialist, Grade 516N, and creating five (5) unclassified positions of Family Court Services Specialist, Grade Z85; establishing the salary range for Grade Z85 with a grade minimum of $23.339 per hour and grade maximum of $35.007 per hour, and reallocating the incumbents, all effective the first pay period following Council approval. [Div. of Human Resources, George]

Summary

Authorization to remove the following classifications and their incumbents from the Unified Pay Plan: Friend of the Court (Grade 523E) and Family Court Services Specialists (Grade 516N), and establishing a salary range of Z17 for the Friend of the Court with a grade minimum of $2,501.92 biweekly and grade maximum of $3,753.04 biweekly, and establishing a salary range of Z85 for the Family Court Specialists with a grade minimum of $23.339 per hour and grade maximum of $35.007 per hour, effective the first pay period following Council approval. (L0716-25) (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/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

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

DATE: July 30, 2025

RE: **Friend of the Court – Unified Pay Plan Changes**

Request:
At the request of the Director of Human Resources and the approval of the CAO, the attached action authorizes the removal of the following classifications and their incumbents from the Unified Pay Plan: Friend of the Court (Grade 523E) and Family Court Services Specialists (Grade 516N), and establishing a salary range of Z17 for the Friend of the Court with a grade minimum of $2,501.92 biweekly and grade maximum of $3,753.04 biweekly, and establishing a salary range of Z85 with a grade minimum of $23.339 per hour and grade maximum of $35.007 per hour for the Family Court Specialists, effective the first pay period following Council approval.

Why are you requesting?
Upon the request of the Human Resources Director, and the support of the CAO, the Division of Human Resources realizes that the Fayette Circuit Court judges appoint all of these Friend of the Court positions. Therefore, we are requesting that these positions be removed from the Unified Pay Plan.

File Number: 0716.25

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: 7/31/25

Unclassified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Circuit Judges (164)							
164.010	1	024	523E	Friend of the Court	-----	Duane Osborne	$4,280.96 biweekly
164.015	5	025	516N	Family Court Services Specialist	-----	Elizabeth Wilson Kanika Persley Davina Warner Angelica Maldonado Vanessa Dennis	$33.339 hourly $28.961 hourly $35.558 hourly $32.357 hourly $27.581 hourly

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Circuit Judges (164)							
164.010	1	024	Z17	Friend of the Court	-----	Duane Osborne	$4,280.96 biweekly
164.015	5	025	Z85	Family Court Services Specialist	-----	Elizabeth Wilson Kanika Persley Davina Warner Angelica Maldonado Vanessa Dennis	$33.339 hourly $28.961 hourly $35.558 hourly $32.357 hourly $27.581 hourly

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) UNCLASSIFIED POSITION OF FRIEND OF THE COURT, GRADE 523E, AND CREATING ONE (1) UNCLASSIFIED POSITION OF FRIEND OF THE COURT, GRADE Z17, ESTABLISHING THE SALARY RANGE FOR GRADE Z17, WITH A MINIMUM OF $2,501.92 BIWEEKLY AND A GRADE MAXIMUM OF $3,753.04 BIWEEKLY, AND REALLOCATING THE INCUMBENT; AND ABOLISHING FIVE (5) UNCLASSIFIED POSITIONS OF FAMILY COURT SERVICES SPECIALIST, GRADE 516N, AND CREATING FIVE (5) UNCLASSIFIED POSITIONS OF FAMILY COURT SERVICES SPECIALIST, GRADE Z85; ESTABLISHING THE SALARY RANGE FOR GRADE Z85 WITH A GRADE MINIMUM OF $23.339 PER HOUR AND GRADE MAXIMUM OF $35.007 PER HOUR, AND REALLOCATING THE INCUMBENTS, ALL EFFECTIVE THE FIRST PAY PERIOD FOLLOWING COUNCIL APPROVAL.

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

Section 1 – That subsection line numbers 164.010 and 164.015 be and hereby are deleted.

Section 2 – That the following subsection line numbers in the unclassified civil service authorized strength be and hereby are created to read as follows:

164.010	1	024	Z17	Friend of the Court
164.015	5	025	Z85	Family Court Services Specialist

Section 3 – That the salary range for Grade Z17 is hereby established with a minimum of $2,501.92 biweekly and a maximum of $3,753.04 biweekly. The salary range for Grade Z85 is hereby established with a minimum of $23.339 per hour and a maximum of $35.007 per hour.

Section 4 – That the following incumbent be and hereby is reallocated, with no change in biweekly rate:

Duane Osborne, from Friend of the Court, Grade 523E, at $4,280.96 biweekly, to Friend of the Court, Grade Z17, at $4,280.96 biweekly.

Section 5 – That the following incumbents be and hereby are reallocated, with no change in hourly rate:

Elizabeth Wilson, from Family Court Services Specialist, Grade 516N, at $33.339 hourly, to Family Court Services Specialist, Grade Z85, at $33.339 hourly.

Kanika Persley, from Family Court Services Specialist, Grade 516N, at $28.961 hourly, to Family Court Services Specialist, Grade Z85, at $28.961 hourly.

Davina Warner, from Family Court Services Specialist, Grade 516N, at $35.558 hourly, to Family Court Services Specialist, Grade Z85, at $35.558 hourly.

Angelica Maldonado, from Family Court Services Specialist, Grade 516N, at $32.357 hourly, to Family Court Services Specialist, Grade Z85, at $32.357 hourly.

Vanessa Dennis, from Family Court Services Specialist, Grade 516N, at $27.581 hourly, to Family Court Services Specialist, Grade Z85, at $27.581 hourly.

Section 6 – That this Ordinance shall be effective the first pay period following Council approval.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
716-25:GET:4917-8578-6202, v. 1

ORDINANCE NO. 063 - 2025

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) UNCLASSIFIED POSITION OF FRIEND OF THE COURT, GRADE 523E, AND CREATING ONE (1) UNCLASSIFIED POSITION OF FRIEND OF THE COURT, GRADE Z17, ESTABLISHING THE SALARY RANGE FOR GRADE Z17, WITH A MINIMUM OF $2,501.92 BIWEEKLY AND A GRADE MAXIMUM OF $3,753.04 BIWEEKLY, AND REALLOCATING THE INCUMBENT; AND ABOLISHING FIVE (5) UNCLASSIFIED POSITIONS OF FAMILY COURT SERVICES SPECIALIST, GRADE 516N, AND CREATING FIVE (5) UNCLASSIFIED POSITIONS OF FAMILY COURT SERVICES SPECIALIST, GRADE Z85; ESTABLISHING THE SALARY RANGE FOR GRADE Z85 WITH A GRADE MINIMUM OF $23.339 PER HOUR AND GRADE MAXIMUM OF $35.007 PER HOUR, AND REALLOCATING THE INCUMBENTS, ALL EFFECTIVE THE FIRST PAY PERIOD FOLLOWING COUNCIL APPROVAL.

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

Section 1 – That subsection line numbers 164.010 and 164.015 be and hereby are deleted.

Section 2 – That the following subsection line numbers in the unclassified civil service authorized strength be and hereby are created to read as follows:

164.010	1	024	Z17	Friend of the Court
164.015	5	025	Z85	Family Court Services Specialist

Section 3 – That the salary range for Grade Z17 is hereby established with a minimum of $2,501.92 biweekly and a maximum of $3,753.04 biweekly. The salary range for Grade Z85 is hereby established with a minimum of $23.339 per hour and a maximum of $35.007 per hour.

Section 4 – That the following incumbent be and hereby is reallocated, with no change in biweekly rate:

Duane Osborne, from Friend of the Court, Grade 523E, at $4,280.96 biweekly, to Friend of the Court, Grade Z17, at $4,280.96 biweekly.

Section 5 – That the following incumbents be and hereby are reallocated, with no change in hourly rate:

Elizabeth Wilson, from Family Court Services Specialist, Grade 516N, at $33.339 hourly, to Family Court Services Specialist, Grade Z85, at $33.339 hourly.

Kanika Persley, from Family Court Services Specialist, Grade 516N, at $28.961 hourly, to Family Court Services Specialist, Grade Z85, at $28.961 hourly.

Davina Warner, from Family Court Services Specialist, Grade 516N, at $35.558 hourly, to Family Court Services Specialist, Grade Z85, at $35.558 hourly.

Angelica Maldonado, from Family Court Services Specialist, Grade 516N, at $32.357 hourly, to Family Court Services Specialist, Grade Z85, at $32.357 hourly.

Vanessa Dennis, from Family Court Services Specialist, Grade 516N, at $27.581 hourly, to Family Court Services Specialist, Grade Z85, at $27.581 hourly.

Section 6 – That this Ordinance shall be effective the first pay period following Council approval.

PASSED URBAN COUNTY COUNCIL: August 28,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: September 5,2025-1t
716-25:GET:4917-8578-6202, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0717-25

File ID:	0717-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	07/31/2025
File Name:	26-0008- Abolish/Create Law			**Final Action:**	08/28/2025

Title: An Ordinance amending the authorized strength by abolishing one (1) classified position of Attorney, Grade 526E, and creating one (1) classified position of Attorney Senior, Grade 530E, all in the Dept. of Law, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Bluesheet Memo 26-0008, From to 26-0008, HR Fiscal Impact- 26-0008, ORD 0717-25 Abolish attorney create attorney senior 4929-8609-6474 v.1.docx, O-064-2025	**Enactment Number:**	O-064-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0717-25

Title

An Ordinance amending the authorized strength by abolishing one (1) classified position of Attorney, Grade 526E, and creating one (1) classified position of Attorney Senior, Grade 530E, all in the Dept. of Law, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to amend the authorized strength by abolishing one (1) Attorney (Grade 526E) and creating one (1) Classified Civil Service Position of Attorney Sr. (Grade 530E), in the

Department of Law, effective upon passage of Council. This has a 12-month fiscal impact of $22,544.01. (L0717-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

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

DATE: July 30, 2025

SUBJECT: **Create Position – Department of Law**

Request:
The attached is requesting authorization to amend the authorized strength by abolishing one (1) Attorney (Grade 526E) and creating one (1) classified civil service position of Attorney Sr. (Grade 530E), in the Department of Law, effective upon passage of Council.

Why are you requesting?
The Department of Law is receiving an increasing number of higher-level assistance requests, especially concerning its corporate counsel workload. Due to the growing volume and the complex, non-routine nature of these requests, an additional Attorney Senior is needed to handle these higher-responsibility requests.

What is the cost in this budget year and future budget year?
This has a 12-month fiscal impact of $22,544.01.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Attorney Sr.	$0	$100,688.64	$100,688.64

Attorney	$82,838.08	$0	($82,838.08)
Total Annual Impact/ Salary and Benefits $22,544.01			

File Number: 0717-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 7/30/25

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**
Department of Law (410)									**Department of Law (410)**							
410.030	7	262	530E	Attorney Sr.	-----	-----	-----		410.030	8	262	530E	Attorney Sr.	-----	-----	-----
410.040	4	261	526E	Attorney	-----	-----	-----		410.040	3	261	526E	Attorney	-----	-----	-----

Bluesheet 26-0008

Department of Law

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 18.62% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.023% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Attorney Sr. - Grade 530	Create	1.00	48.408	$100,688.64	$18,748.22	$5,528.88	$6,507.37	$23.16	$1,521.88	$133,018.15
Attorney - Grade 526	Abolish	-1.00	39.826	($82,838.08)	($15,424.45)	($5,528.88)	($5,400.63)	($19.05)	($1,263.05)	($110,474.15)
Pay Periods				$17,850.56	$3,323.77	$0.00	$1,106.73	$4.11	$258.83	$22,544.01

Annual Cost: $22,544.01

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

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF ATTORNEY, GRADE 526E, AND CREATING ONE (1) CLASSIFIED POSITION OF ATTORNEY SENIOR, GRADE 530E, ALL IN THE DEPARTMENT OF LAW, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

410.030	8	262	530E	Attorney Sr.
410.040	3	261	526E	Attorney

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0717-25:GET:4929-8609-6474, v. 1

ORDINANCE NO. 064 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF ATTORNEY, GRADE 526E, AND CREATING ONE (1) CLASSIFIED POSITION OF ATTORNEY SENIOR, GRADE 530E, ALL IN THE DEPARTMENT OF LAW, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

410.030	8	262	530E	Attorney Sr.
410.040	3	261	526E	Attorney

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

PASSED URBAN COUNTY COUNCIL: August 28,2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: September 5,2025-1t

0717-25:GET:4929-8609-6474, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0718-25

File ID:	0718-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	07/31/2025
File Name:	26-0001b- FY26 Positions			**Final Action:**	08/28/2025

Title: An Ordinance amending the authorized strength by creating one (1) classified position of Information Security Analyst, Grade 527E, in the Dept. of Information Technology, creating one (1) classified position of Data Engineer, Grade 524E, in the Div. of Police, creating one (1) classified position of Crisis Responder, Grade 519N, in the Div. of Fire and Emergency Services, creating one (1) classified position of Recreation Supervisor, Grade 514N, in the Div. of Community and Resident Services, creating one (1) classified position of Administrative Officer Sr., Grade 526E, in the Dept. of General Services, creating one (1) classified position of Recreation Specialist Sr., Grade 516N, in the Div. of Parks and Recreation, and creating one (1) classified position of Planner Sr., Grade 523N, in the Div. of Planning, all effective as of July 1, 2025. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Bluesheet Memo 26-0001b, From to 26.0001b, ORD 0718-25 Creating positions 4921-2319-0618 v.1.docx, O-065-2025	**Enactment Number:**	O-065-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0718-25

Title

An Ordinance amending the authorized strength by creating one (1) classified position of Information Security Analyst, Grade 527E, in the Dept. of Information Technology, creating one (1) classified position of Data Engineer, Grade 524E, in the Div. of Police, creating one (1) classified position of Crisis Responder, Grade 519N, in the Div. of Fire and Emergency Services, creating one (1) classified position of Recreation Supervisor, Grade 514N, in the Div. of Community and Resident Services, creating one (1) classified position of Administrative Officer Sr., Grade 526E, in the Dept. of General Services, creating one (1) classified position of Recreation Specialist Sr., Grade 516N, in the Div. of Parks and Recreation, and creating one (1) classified position of Planner Sr., Grade 523N, in the Div. of Planning, all effective as of July 1, 2025. [Div. of Human Resources, George]

Summary

Authorization to amend the Classified Civil Service authorized strength to create an Information Security Analyst in the Department of Information Technology, create a Data Engineer in the Division of Police, create a Crisis Responder in the Division of Fire and Emergency Services, create a Recreation Supervisor in the Division of Community & Resident Services, create an Administrative Officer Sr. in the Department of General Services, create a Recreation Specialist Sr. in the Division of Parks and Recreation and create a Planner Sr. in the Division of Planning as approved in the FY 26 Budget. (L0718-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Yes

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

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

DATE: July 30, 2025

RE: Amendment to Authorized Strength

The attached action amends the classified civil service authorized strengths as follows:

- Create one (1) classified civil service position of Information Security Analyst (Grade 527E) in the Department of Information Technology;
- Create one (1) classified civil service position of Data Engineer (Grade 524E) in the Division of Police;
- Create one (1) classified civil service position of Crisis Responder (Grade 519N) in the Division of Fire and Emergency Services;
- Create one (1) classified civil service position of Recreation Supervisor (Grade 514N) in the Division of Community & Resident Services;
- Create one (1) classified civil service position of Administrative Officer Sr. (Grade 526E) in the Department of General Services;
- Create one (1) classified civil service position of Recreation Specialist Sr., (Grade 516N) in the Division of Parks and Recreation;
- Create one (1) classified civil service position of Planner Sr. (Grade 523N) in the Division of Planning.
- Effective retroactive to July 1, 2025.

The fiscal impact for FY 2026 (26 pay periods) positions will be budget-neutral. All funding for the new positions is included in the FY 2026 approved budget.

File Number: 0718-25

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: 7/30/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department of Information Technology (080)							
-----	-----	-----	-----	-----	-----	-----	-----
Division of Police (550)							
-----	-----	-----	-----	-----	-----	-----	-----
Division of Fire and Emergency (570)							
-----	-----	-----	-----	-----	-----	-----	-----
Division of Community & Resident Services (620)							
-----	-----	-----	-----	-----	-----	-----	-----
Division of General Services (710)							
710.008	1	113	526E	Administrative Officer Sr.	-----	-----	-----
Division of Parks and Recreation (760)							
760.072	5	806	516N	Recreation Specialist Sr.	-----	-----	-----
Division of Planning (850)							
850.040	13	405	523N	Planner Sr.	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department of Information Technology (080)							
080.015	1	375	527E	Information Security Analyst	-----	-----	-----
Division of Police (550)							
550.007	1	382	524E	Data Engineer	-----	-----	-----
Division of Fire and Emergency (570)							
570.033	1	529	519N	Crisis Responder	-----	-----	-----
Division of Community & Resident Services (620)							
620.055	1	802	514N	Recreation Supervisor	-----	-----	-----
Division of General Services (710)							
710.008	2	113	526E	Administrative Officer Sr.	-----	-----	-----
Division of Parks and Recreation (760)							
760.072	6	806	516N	Recreation Specialist Sr.	-----	-----	-----
Division of Planning (850)							
850.040	14	405	523N	Planner Sr.	-----	-----	-----

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF INFORMATION SECURITY ANALYST, GRADE 527E, IN THE DEPARTMENT OF INFORMATION TECHNOLOGY, CREATING ONE (1) CLASSIFIED POSITION OF DATA ENGINEER, GRADE 524E, IN THE DIVISION OF POLICE, CREATING ONE (1) CLASSIFIED POSITION OF CRISIS RESPONDER, GRADE 519N, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, CREATING ONE (1) CLASSIFIED POSITION OF RECREATION SUPERVISOR, GRADE 514N, IN THE DIVISION OF COMMUNITY AND RESIDENT SERVICES, CREATING ONE (1) CLASSIFIED POSITION OF ADMINISTRATIVE OFFICER SR., GRADE 526E, IN THE DEPARTMENT OF GENERAL SERVICES, CREATING ONE (1) CLASSIFIED POSITION OF RECREATION SPECIALIST SR., GRADE 516N, IN THE DIVISION OF PARKS AND RECREATION, AND CREATING ONE (1) CLASSIFIED POSITION OF PLANNER SR., GRADE 523N, IN THE DIVISION OF PLANNING, 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 numbers in the classified civil service authorized strength be and hereby are created to read as follows:

080.015	1	375	527E	Information Security Analyst
550.007	1	382	524E	Data Engineer
570.033	1	529	519N	Crisis Responder
620.055	1	802	514N	Recreation Supervisor

Section 2 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

710.008	2	113	526E	Administrative Officer Sr.
760.072	6	806	516N	Recreation Specialist Sr.
850.040	14	405	523N	Planner Sr.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0718-25:GET: 4921-2319-0618, v. 1

ORDINANCE NO. 065 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF INFORMATION SECURITY ANALYST, GRADE 527E, IN THE DEPARTMENT OF INFORMATION TECHNOLOGY, CREATING ONE (1) CLASSIFIED POSITION OF DATA ENGINEER, GRADE 524E, IN THE DIVISION OF POLICE, CREATING ONE (1) CLASSIFIED POSITION OF CRISIS RESPONDER, GRADE 519N, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, CREATING ONE (1) CLASSIFIED POSITION OF RECREATION SUPERVISOR, GRADE 514N, IN THE DIVISION OF COMMUNITY AND RESIDENT SERVICES, CREATING ONE (1) CLASSIFIED POSITION OF ADMINISTRATIVE OFFICER SR., GRADE 526E, IN THE DEPARTMENT OF GENERAL SERVICES, CREATING ONE (1) CLASSIFIED POSITION OF RECREATION SPECIALIST SR., GRADE 516N, IN THE DIVISION OF PARKS AND RECREATION, AND CREATING ONE (1) CLASSIFIED POSITION OF PLANNER SR., GRADE 523N, IN THE DIVISION OF PLANNING, 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 numbers in the classified civil service authorized strength be and hereby are created to read as follows:

080.015	1	375	527E	Information Security Analyst
550.007	1	382	524E	Data Engineer
570.033	1	529	519N	Crisis Responder
620.055	1	802	514N	Recreation Supervisor

Section 2 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

710.008	2	113	526E	Administrative Officer Sr.
760.072	6	806	516N	Recreation Specialist Sr.
850.040	14	405	523N	Planner Sr.

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

PASSED URBAN COUNTY COUNCIL: August 28,2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: September 5,2025-1t

0718-25:GET: 4921-2319-0618, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0719-25

File ID: 0719-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 217-2025 **In Control:** Urban County Council

File Created: 08/04/2025

File Name: OHPI - First Amendment to LHA Agreement **Final Action:** 08/14/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Lexington-Fayette Urban County Housing Authority d/b/a Lexington Housing Authority, extending the period of performance through June 30, 2026, at no additional cost to the Urban County Government. [Office of Homelessness Prevention and Intervention, Herron]

Notes: RIO 8/12/2025. MS

SAF in the CCO. REturned to Jeff Heron 8/15/2025. MS

Sponsors:

Enactment Date: 08/14/2025

Attachments: 26-Blue Sheet Memo-OHPI First Amendment LHA Landlord Engagement, First Amendment Lexington Housing Authority PSA .2 . 4913-9415-3304, RFP Pkg 30-2024, LHA Landlord Engagement - Revised Budget, Lexington Housing Authority Response RFP 30-2024, LHA Partnership Program Reporting Form - Revised, LHA Landlord Partnership Program - Executed Agreement, RES 331-2024, RESO 0719-25 Lex. Housing Auth. Amendment 4904-9421-4491 v.1.docx, R-369-2025, Contract #217-2025

Enactment Number: R-369-2025

Deed #:

Hearing Date:

Drafter: Jeff Herron

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/14/2025		
1	Urban County Council	08/14/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	08/14/2025	Approved				Pass

Text of Legislative File 0719-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Lexington-Fayette Urban County Housing Authority d/b/a Lexington Housing Authority, extending the period of performance through June 30, 2026, at no additional cost to the Urban County Government. [Office of Homelessness Prevention and Intervention, Herron]

Summary

Authorization to execute Amendment to an Agreement with Lexington-Fayette Urban
County Housing Authority to extend the period of performance for operation of a Landlord
Engagement and Recruitment Program through June 30, 2026, at no additional cost.
(L0719-25) (Herron/Lanter)
Budgetary Implications: No
Advance Document Review:
Law: Yes, completed by Tiffany Holskey on 8/1/2025
Risk Management: No
Fully Budgeted: Yes
Account Number:
This Fiscal Year Impact: $0
Annual Impact: $0
Project:
Activity:
Budget Reference:
Current Balance: N/A

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY & COMMUNITY
DEVELOPMENT

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

FROM: **CHARLIE LANTER, COMMISSIONER**
DEPARTMENT OF HOUSING ADVOCACY & COMMUNTIY DEVELOPMENT

DATE: **August 1, 2025**

SUBJECT: **First Amendment to Agreement with Lexington-Fayette Urban County Housing Authority for Landlord Engagement**

Request: Council authorization to execute Amendment to an Agreement with Lexington-Fayette Urban County Housing Authority to extend the period of performance for operation of a Landlord Engagement and Recruitment Program through June 30, 2026, at no additional cost.

Purpose of Request: In June 2024, Lexington-Fayette Urban County Housing Authority was awarded funding for the purposes of operating a landlord engagement and recruitment program. The purpose of this program was to encourage landlord participation in housing assistance programs serving those experiencing homelessness. This program was intended to address increased challenges in identification of affordable housing units to be paired with vouchers and other forms of rental assistance.

Staffing challenges led to significant funds remaining on this award. As such, the Office of Homelessness Prevention and Intervention seeks to extend the period of performance through June 30, 2026 at no additional cost. Lexington-Fayette Urban County Government has also revised the budget and target outcomes based upon knowledge gained during program operations, reflecting activities most successful in attracting and retaining partner landlords.

What is the Cost in this budget year and future budget years? Cost in FY26 is $0
The cost for future FY27 is: $0

Are the funds budgeted? N/A

File Number: 0719-25

Director/Commissioner: Herron/Lanter

FIRST AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of _____, 2025, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, and **LEXINGTON-FAYETTE URBAN COUNTY HOUSING AUTHORITY D/B/A LEXINGTON HOUSING AUTHORITY,** a Kentucky corporation ("Organization"), with offices located at 300 New Circle Road, Lexington, Kentucky 40505.

RECITALS

WHEREAS, the LFUCG entered into a Purchase of Service Agreement, executed on June 27, 2024 (the "Agreement"), to implement a program to engage landlords and recruit participation in housing assistance programs, both for the Organization's projects and those operating through the Continuum of Care's Coordinated Entry System; and

WHEREAS, the parties desire to extend the term of the Agreement to end on June 30, 2026; and

WHEREAS, the Parties also desire to amend the Agreement to revise the Budget and the Monthly Report Form; and

WHEREAS, the Parties hereby agree to amend the above-referenced term, budget, and report form in accordance with the terms and conditions of this First Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.

2. Section 1. Effective Date; Term. The Parties agree to modify Section 2 of the Agreement to extend the period of performance to June 30, 2026 as follows:

   "This Agreement shall commence on July 1, 2024, and shall last until June 30, 2026, unless terminated by LFUCG at an earlier time. The Agreement may be extended for up to two (2) additional annual terms based upon outcomes and availability of funds."

3. Section 3. Related Documents. The Parties agree to modify Section 3 of the Agreement to include a Revised Budget and a Revised Monthly Report Form as follows:

   "This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

   a. Exhibit "A" – Request for Proposals ("RFP") #30-2024, consisting of 44 pages;
   b. Exhibit "B" – Revised Budget;
   c. Exhibit "C" – Organization's Formal Proposal to RFP #30-2024, consisting of 39 pages; and
   d. Exhibit "D" – Lexington Housing Authority Partnership Project Revised Monthly Report Form

   To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B", "D" and "C" in that order."

   A copy of Exhibit "B", Revised Budget, is attached to this First Amendment as Exhibit 1. A copy of Exhibit "D", Lexington, Housing Authority Partnership Project Revised Monthly Report Form, is attached to this First Amendment as Exhibit 2.

4. Effect. All other provisions of the Purchase of Service Agreement, which is attached hereto as Exhibit 3 and incorporated herein as if fully stated, not inconsistent with the provisions of this First Amendment shall remain in full force and effect.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

_____
By: Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

LEXINGTON-FAYETTE URBAN COUNTY HOUSING AUTHORITY D/B/A LEXINGTON HOUSING AUTHORITY

_____
By: Name, Title

ATTEST:

_____ [sign name]

WITNESS: _____ [print name]

DATE:_____

Exhibit 1

Revised Budget

Exhibit 2

Revised Monthly Report Form

Exhibit 3

June 27, 2024 Purchase of Service Agreement

4913-9415-3304, v. 2

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #30-2024 Landlord Engagement and Recruitment for Homelessness Response System** 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 **May 3, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as <u>special conditions</u> in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR ∫ 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR ∫ 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
    (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

_____ _____

Signature Date

SELECTION CRITERIA:

1. Organizational Capacity and Experience. 15 pts
2. Project Design. 30 pts
3. Services and Outcomes. 25 pts
4. Sustainability. 10 pts
5. Proposed Line-Item Budget and Budget Narrative. 20 pts

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	**Contact Person**
Address/Phone/Email	**Bid Package / Bid Date**

MWDBE Company Addres	**Contact Person**	**Contact Information (work phone, Email, cell)**	**Date Contacted**	**Services to be performed**	**Method of Communication (email, phone meeting, ad, event etc)**	**Total dollars $$ Do Not Leave Blank (Attach Documentation)**	**MBE * AA HA AS NA Female**	**Veteran**

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote #_____
Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	**Work Period/ From: To:**
Company Name:	**Address:**
Federal Tax ID:	**Contact Person:**

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: **Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____	_____
Company	**Company Representative**
_____	_____
Date	**Title**

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Lexington-Fayette County Landlord Engagement and Recruitment for Homelessness Response System
Request for Proposals

1. BACKGROUND

Affordable housing can be extremely challenging to locate in the current Fayette County rental market. When working to house those experiencing homelessness, this can be further compounded by additional barriers including, but not limited to: identification of properties willing to accept vouchers and/or third-party payments; stigma surrounding homelessness; identification of landlords willing to work with household barriers such as poor/no credit, previous evictions, poor/no rental history, criminal histories, inability to meet typical income requirements, and sex offender status; identification of units meeting both housing quality standards and rent reasonableness/fair market rent values; lack of resources to cover increasing number and amount of fees for application and move-in.

A recent examination of local Kentucky Homeless Management Information System (KYHMIS) data found that over the last five years, the length of time between participant households enrolling in housing assistance programs and physically moving into housing has increased approximately 265%. The primary factor cited was the difficulty in identifying available units meeting program and participant needs.

Additionally, the local Continuum of Care presently lacks a centralized landlord outreach and recruitment program. This system gap requires housing provider agencies to conduct their own landlord recruitment and housing unit identification efforts. Yet the *Lexington Homeless System Racial Equity Analysis* published in Spring 2023 found that only approximately half of housing and service provider agencies engaged in landlord outreach efforts. Reasons cited for not engaging in this work included limits to organizational capacity as well as a lack of knowledge and support. Organizations that do conduct landlord engagement primarily relied upon reaching out to individual property owners and management companies—with no larger engagement events or communication campaigns.

Establishment of a coordinated landlord outreach program was a recommendation both of this study and the Office of Homelessness Prevention and Intervention's five-year strategic plan. Both reports cited successful programs implemented in other communities. These programs engaged in activities such as: holding regular events for property owners and managers for education on subsidies and case management supports provided; implementation of marketing campaigns; multiple layers of outreach and recruitment efforts; provision of landlord incentives; damage mitigation funds; development of a landlord/property database; and tenant-landlord mediation services.

The existence of a centralized resource would better allow provider agencies to focus on meeting participant needs and prevent duplication of efforts, leading to more efficient system operations. Most importantly, it would reduce the length of time that households remain homeless. The Office of Homelessness Prevention and Intervention seeks to fund a pilot program to address this growing need.

2. PURPOSE

This Request For Proposals (RFP) solicits proposals to develop and implement a landlord engagement and recruitment program for participation in local assistance programs for persons experiencing homelessness. This program should inventory existing participant landlords and expand that stock through targeted engagement strategies. The operator of this program should track outcomes to evaluate effectiveness of the project to understand the appropriateness of future resource allocations in this area.

Proposals will be evaluated by the Program Performance and Evaluation Committee of the Lexington-Fayette Urban County Government Homelessness Prevention and Intervention Board.

3. GENERAL PROVISIONS

3.1 Funding

LFUCG intends to award a single contract using local funds already budgeted. The funding period is for one year to begin on or about July 1, 2024. Any potential continuation funding would be determined by the Program Performance and Evaluation Committee of the LFUCG Homelessness Prevention and Intervention Board based upon performance and outcomes. The intent of this allocation is provide funding for startup and operations. LFUCG will conduct ongoing evaluation of the project to determine effectiveness, including whether adjustments may be needed for the model in order to maximize outcomes and return on investment.

LFUCG reserves the right to negotiate final award amounts with any successful bidder.

3.2 PROPOSAL SUBMISSION

Proposal Deadline – 2 p.m. on May 3, 2024

In order to be considered, complete proposals must be received by the May 3, 2024, deadline. A proposal must contain all required documents and respond to each of the required project narrative elements described in this RFP to be complete.

Proposals containing omissions of required information will be considered non-responsive and removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal.

The final decision regarding proposal completeness and penalties will be determined by the Manager for the Office of Homelessness Prevention and Intervention.

3.3 ACCEPTANCE/REJECTION OF PROPOSALS

LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of form, or are incomplete.

LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the LFUCG's judgement, best serve the interests of the LFUCG.

3.4 REQUESTS FOR CLARIFICATION

LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

3.5 TIMELINE

LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than May 30, 2024. This timeline is subject to change without notice.

No funds may be expended prior to the execution of a funding agreement, and the successful bidder will not be reimbursed for pre-award costs.

3.6 QUESTIONS FROM POTENTIAL APPLICANTS

Potential applicants may submit questions about this RFP no later than 12:00 p.m. on April 25, 2024. Questions must be submitted via IonWave at: ttps://lexingtonky.ionwave.net. Answers to all questions submitted will be posted online via IonWave by April 26, 2024, or as soon thereafter as is practicable for review by all potential applicants.

3.7 EVALUTATION PROCESS

Proposals will be evaluated by the Program Performance and Evaluation Committee of the LFUCG Homelessness Prevention and Intervention Board.

Scoring criteria are outlined in Section 5.0 Evaluation.

4. PROPOSAL REQUIREMENTS

Applicants must submit the proposal via LFUCG's Procurement Software at https://lexingtonky.ionwave.net/. Adherence to the proposal format by all applicants will ensure a fair evaluation of each proposals' ability to meet the needs of LFUCG. Proposals not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

4.1 ONE-PAGE COVER SHEET

A one-page cover sheet containing:

a. Organization/lead applicant's name,

b. Organization/lead applicant's address,

c. Authorized representative's name,

d. Authorized representative's email address and phone number,

e. Title of the proposed project, and

f. A brief summary of the proposed project (250 words or less).

4.2 PROJECT NARRATIVE

A project narrative describing the proposed scope of work and addressing each of the evaluation criteria described in Section 5.0 of this RFP. The project narrative should utilize the following format:

a. Project narrative should not exceed 20 pages (cover sheet and attachments, such as other forms/certifications included in this RFP and/or general marketing material, work samples, or mock-up materials, do not count toward this page limit).

b. All pages, text, and/or images should be formatted and sized so the PDF file containing the project narrative is readily capable of being printed on standard 8½" by 11" white copy paper with no less than a ½" margin on any side.

c. Project narrative should respond to each of the evaluation criteria described in Section 5.

4.3 ATTACHMENTS

a. All forms, information, and/or certifications included in this RFP must be completed and submitted as attachments to the project narrative described above.

b. Additional attachments, such as general marketing material, work samples, or mock-up materials, may be submitted as attachments to the project narrative. Applicants are asked to limit the number of additional attachments to only those necessary to demonstrate capability relevant to the proposed project. Additional attachments are optional, not required.

c. All pages of complete submission should be numbered in the bottom right corner.

d. All pages of attachments, text, and/or images should be formatted and sized so the PDF file submitted is readily capable of being printed on standard 8½" by 11" white copy paper with no less than a ½" margin on any side.

5. EVALUATION

5.1 ORGANIZATIONAL CAPACITY & EXPERIENCE – 15 points

Applicants should provide a detailed account of their experience with performing landlord outreach and engagement or similar work. Applicants should demonstrate an awareness of the needs of Lexington's population of people experiencing homelessness, the barriers they face to housing identification, and requirements of housing assistance programs that additionally impact housing options. Provide resumes/CVs for all staff involved and detailed description of any subcontractors or other entities providing support to the project.

5.2 PROJECT DESIGN – 30 points

Responses should provide a detailed description for how the applicant proposes to outreach to area landlords and property owners and strategies that will be utilized to facilitate landlord participation in housing assistance programs. This should include a plan for gathering information on current partner landlords working with area programs/providers, expanding the pool of participating landlords/properties, and facilitating connections between provider agencies and partner landlords.

- How will the project utilize existing information on landlords/property managers already compiled by other programs and agencies?

- How will the project outreach and engage landlords and property owners? When and how often will outreach occur? What specific strategies will be utilized?

- How will the project both obtain and retain partner landlords? What strategies will be used to address landlord concerns, mitigate issues, and facilitate retention?

- What is the project's plan for coordinating with housing provider agencies and supporting the identification of housing units for participant households?

- How will the project collect and maintain data regarding outcomes and project progress? How will the project coordinate with the Office of Homelessness Prevention and Intervention to engage in evaluation of outcomes and the identification of additional system gaps and needs?

5.3 SERVICES AND OUTCOMES – 25 points

Responses should include detailed description of the services to be provided and the method for tracking and assessing outcomes, including:

- How will provider agencies and participant households access these services? In what way will these services be more effective or progressive than existing housing identification supports?

- What services, education, or incentivization will the project provide to prospective and participating landlords?

- How will the project approach data collection? What is the project's plan to review data and outcomes?

- Applicants should complete a table providing target numbers and percentages for proposed performance indicators.

5.4 SUSTAINABILITY – 10 points

It is the goal of OHPI is to ensure this project continues to operate as long as it produces successful results. However, funding in the Innovative & Sustainable Solutions to End Homelessness Fund is limited and is largely intended for one-time, startup expenses and not ongoing program operations. Therefore, applicants should provide a detailed sustainability plan for how they will seek and acquire resources to continue operations beyond this grant award.

Plans should include specific public and private funding sources to be pursued and not just a blanket assurance that the applicant will seek funding.

5.5 PROPOSED LINE-ITEM BUDGET AND BUDGET NARRATIVE – 20 points

Responses should:

a. Provide a line item budget and budget narrative, with sufficient detail to demonstrate the necessity and reasonableness of proposed expenses.

b. For each category listed below, identify the amount of funding requested and description of how total costs were determined:

• Personnel – Identify key personnel and time allocated to project.

• Fringe Benefits – Include the fringe benefit rate or show how fringe benefit costs were calculated for the proposed personnel expenses.

• Equipment – Clearly identify one-time expenses versus ongoing.

• Travel – Describe any anticipated travel expenses both out-of-area and local.

• Contractual – Describe any expenses for which the applicant intends to contract with another entity. Project narrative should match this line with a detailed description of contractor's qualifications and role in the project.

• Operating Expenses – Costs associated with office supplies, paper, copies, etc.

• Indirect Costs – If an indirect cost rate is used, provide evidence of an approved indirect cost rate from the appropriate cognizant agency. If the organization does not use an indirect cost rate, provide a clear indication of administrative costs as differentiated from direct operating expenses.

5.5 PROPOSED LINE-ITEM BUDGET AND BUDGET NARRATIVE – RENEWAL 07/01/2025-06/30/2026

Personnel – Hire Landlord Liaison		
Salary		$47,000
Fringe Benefits		$26,000
Social Security and Medicare (7.655)	$3,600	
Retirement (23.34%)	$10,970	
Group Term Life Insurance	$300	
Medical Insurance	$10,625	
Dental Insurance	$205	
Vision	$300	
Equipment		
Phone (Absorbed by LHA)		
Travel (Absorbed by LHA)		$0
Contractual		$0
Operating Expenses (Absorbed by LHA)		$0
Landlord One-Time Incentive Payment		$45,500
New Landlords 15 @ $1500 = $22,500		
New Units 23 @ $1000 = $23,000		
Security Deposit Assistance		$63,000
45 assisted @ $1400		
Landlord Training (Absorbed by LHA)		
Total		**$181,500**

Amended 07/01/2025

4.1 COVER SHEET

Organization/Lead Applicant's Name

Lexington-Fayette Urban County Housing Authority (LHA)

Organization/Lead Applicant's Address

300 West New Circle Road, Lexington, KY 40505

Authorized Representative's Name

Austin Simms

Authorized representative's email address and phone number

Simmsa@lexha.org

(859) 281- 5083

Title of the proposed project

LHA Landlord Partnership

A brief summary of the proposed project

For individuals and families participating in LHA's assisted housing programs, the ability to secure housing that meets their needs depends on the willingness of the landlords in the private market to accept participants. Landlords may be hesitant to lease to LHA's recipients because of the program's administrative burdens or misperceptions about tenants. As a result, participants may have few available housing options and be more concentrated in disadvantaged neighborhoods. LHA proposes to expand affordable housing options for recipients by using incentives, streamlined administrative processes, and customer service support (staff liaison) to encourage landlords to participate in LHA's assisted housing programs. LHA will offer the landlord **a financial reward** for joining the program or for adding more units to the program; **assistance with security deposit**, while provided to a family, also serves as a way to reduce landlord concerns about damage and repairs above and beyond normal wear and tear; **limited damage claims** in certain circumstances to repay a landlord for losses incurred as a result of a program-related delay or damage to a unit above and beyond normal wear and tear and **application fees**. Monetary incentives and reimbursements for landlords can be used to respond to the reluctance of landlords to join LHA's program by addressing delays in leasing and costs for repairs. These monetary incentives and reimbursements are often more appealing to landlords. Some landlords will recognize the incentives as a symbol of support for some of the financial burdens posed by renting.

4.2 PROJECT NARRATIVE

The Lexington-Fayette Urban County Housing Authority (LHA) is a Moving to Work agency (MTW) that offers long-term rental housing and rental assistance for more than 4600 low-income families, seniors and disabled individuals and households. As a MTW agency, LHA has the ability to develop local strategies focused on self-sufficiency and expanded housing choice for extremely low, very low-income, and low-income families and individuals. The MTW designation grants LHA the flexibility to "observe what is going on in our community" and target policies and programs accordingly.

One of LHA's goals is to provide the extremely low, very low and low-income recipients access to affordable housing and to remove barriers and overcome obstacles. Achieving that objective means working hard to support landlords, so we can work productively together and achieve our respective goals.

LHA's rental assistance programs help individuals and families access safe, affordable housing. From that standpoint, landlords provide an essential community service. Beyond generating income, their rental properties help individuals and families achieve a measure of security to achieve their goals. With a recipient's prosperity also comes enhanced community stability.

Over seven hundred private property owners and management agents currently work with LHA's assisted housing program department to provide privately owned and operated housing to over 3600 recipients throughout Lexington.

LHA proposes to provide:

Landlord Incentives and Streamlining Processes

The goal of the program is to reduce financial risk for landlords and encourage them to open more rental units to LHA's participants, recruit new landlords and retain current landlords.

- A **one-time incentive payment** of $1,000 to new landlords, upon the execution of a new contract for an LHA participant.
- A **one-time incentive payment** of $1,000 to a landlord adding a new unit to the program for existing landlords.
- **Offer a limited damage claim** (not to exceed one month's contract rent) in cases where a tenant causes damages to the unit exceeding the security deposit. The damage claim will be verified by the landlord providing pictures of damages, and evidence of the cost of the repairs. If the landlord does not provide acceptable documentation to verify tenant caused damages, LHA will conduct a special inspection within 10 days of participant's move out date to verify damages to the unit.

- **Provide a one-time rent affordability payment** (amount that exceeds the maximum gross rent up to 6 months) when rent must be reduced to be affordable for the participant. “Affordable” would be defined as an initial rent burden of no more than 40% of household’s monthly adjusted income or gross income.
- **Provide Security Deposit Assistance**. The inability of households to have enough funds for security deposits contributes to the problem of homelessness in Lexington. LHA will assist homeless and at risk of homeless individuals and families to provide security deposit assistance or if a current participant has to move due to the unit not meeting inspection requirements. With the funds received, LHA will contribute up to one (1) month’s contract rent for the initial deposit. The deposit will be paid directly to the landlord upon receipt of a passed LHA inspection, signed lease and proof of applicant’s occupancy of the rental unit. The funds will target homeless and at risk of homeless applicants. To qualify for the deposit money, applicants must meet the Low-Income Limits (80%) of MAI (Median Area Income). Applicants must be able to obtain a legal lease from the landlord for a unit located within LHA’s jurisdiction. The program will operate on a first come, first served basis as long as funding is available. Upon the move out of the recipient, the landlord will be required to refund any deposit that was not used for past due rents, fees and tenant caused damages beyond normal wear and tear to LHA in order to continue the program.
- **Hire a landlord liaison** to partner with landlords to navigate the leasing process. Landlord partners will receive personal customer service from the Landlord Liaison to assist and share vacancy leads, answer questions, assists landlords to connect with tenant’s caseworker or supportive service providers to address supportive service needs. The landlord liaison will:
  - Hold tenants accountable by educating them on what is expected of them as tenants.
  - Encourage tenants to honor their lease contract and do what is required, i.e., pay rent on time, keep the property clean and safe, communicate any issues the landlord needs to be aware of.
- **Conduct quarterly landlord** orientation and educational sessions, where landlords can receive information on assorted topics such as landlord incentives, inspections, regulations, fair housing, and payment information.
- **Housing Assistance Payments** (HAP) paid to landlord by direct deposit.
- **Provide an online landlord portal** which provides information on inspections and housing assistance payments.
- **Provide application fees** up to $50 per household.
- **Landlord participation** in LHA’s advisory board.
- **Frequency** of inspections reduced.

4.3 ATTACHMENTS

LEXINGTON-FAYETTE URBAN COUNTY HOUSING AUTHORITY MWDBE PARTICIPATION GOALS

The Lexington-Fayette Urban County Housing Authority (LHA) has a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. LHA also has a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses.

AFFIDAVIT

Comes the Affiant, Austin J. Simms, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Austin J. Simms and he/she is the individual submitting the proposal or is the authorized representative of Lexington-Fayette Urban County Housing Authority, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me

by ANDREA WILSON on this the 3rd day

of MAY, 2024.

My Commission expires: 1-8-2025

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

Lexington-Fayette Urban County Housing Authority

Name of Business

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

The following language is from the **Lexington-Fayette Urban County Housing Authority Human Resource Policy Manual, Section 2.4** , adopted March 2024.

Equal Employment Opportunity

The LHA does not discriminate in employment opportunities or practices because of race, color, religion, sex, sexual orientation, gender, national or ethnic origin, age, pregnancy or childbirth, disability, gender identity, marital status, genetic information, military status, status as a covered veteran, status as a smoker, or any other legally protected classification. The LHA will make reasonable accommodations for qualified individuals with known disabilities in accordance with the Americans with Disabilities Act.

For more information, please see the Reasonable Accommodation Policy below.

The LHA will make reasonable efforts to accommodate the religious beliefs of qualified individuals, so long as such efforts do not create an undue burden on the conduct of business or have the effect of discriminating against another employee or a client. Should an employee wish to observe a religious holiday away from work, annual leave may be used as provided herein.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, leaves of absence, termination, and access to benefits and training. Employees with concerns about discrimination and/or harassment in the workplace should follow the policy and procedures in “Sexual and Other Unlawful Harassment.”

LHA Affirmatively Furthering Fair Housing Statement

It is the policy of the Housing Authority to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of residents or applicants which may be subsequently enacted.

The Lexington Housing Authority Administrative Plan states:

"It is the policy of the Lexington Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, sexual orientation, religion, national or ethnic origin, familial status, marital status, gender identity or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the LHA housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Lexington Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Lexington Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Lexington Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Lexington Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity."

(1) Identification of Impediments to Fair Housing Choice

LHA has examined the Lexington-Fayette Urban County Government's (LFUCG) Analysis of Impediments to Fair Housing Choice for this jurisdiction. The LFUCG's analysis of impediments to fair housing choice identified the following needs: (1) to increase public awareness of fair housing issues; (2) to promote gender equity in housing; (3) to analyze mortgage lending practices in regard to fair housing choice; (4) to recognize the impact

of the composition of public boards and commissions on housing issues; (5) to assess the characteristics of public housing; and (6) to begin to assess the housing needs of the growing Hispanic population.

Overcoming the effects of impediments to fair housing choice have been addressed by the Lexington-Fayette Urban County Housing Authority (LHA) in the following ways. (Please note that our area of operation precludes us from addressing all of the impediments identified.)

1. Annual participation in the Fair Housing Annual Conference via sponsorship of a trade show booth, staff attendance, speaking engagements and participation at other Fair housing events when the opportunity arises.
2. Promotion of fair housing education and outreach efforts to S8 landlords.
3. Promotion of fair housing education and outreach efforts to consumers of our housing services.
4. Provide brochures regarding accessible housing opportunities through LHA.
5. Annual training for LHA staff related to fair housing topics. Past topics have included accessibility, steering, families with children, Fair Housing law and others. This training is conducted by the Human Rights Commission.
6. Enacted policy against sexual orientation/gender identity discrimination.
7. Surveyed make-up of applicants/clients for LHA programs.
8. Obtained census information from the city regarding English speaking and non-English speaking persons in Fayette County.
9. Established a procedure for providing services to persons with Limited English proficiency. This includes a listing of translators and interpreters that staff can avail themselves of when the need arises.
10. Thirteen (13) forms and documents in the Admissions office have been translated into Spanish.

(2) Remedy Discrimination in Housing

LHA will provide federal, state and local information to applicants and participants in our housing programs regarding discrimination and any recourse available to them if they believe that they may be victims of discrimination. Such information will be made available during the application/briefing process and all applicable Fair Housing information and Discrimination complaint forms will be made available at LHA's office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo. LHA will assist any family that believes they have suffered illegal discrimination by providing copies of the housing discrimination form. LHA will also assist them in completing the form, if requested, and will provide them with the contact information for the Human Rights Commission and the nearest HUD office of Fair Housing and Equal opportunity.

(3) Promote Fair Housing Rights and Fair Housing Choice

The Lexington-Fayette Urban County Housing Authority endeavors to improve education and awareness of fair housing rights among providers and consumers of our programs as well as provide the opportunity for fair housing choice. A number of methods are utilized to achieve this goal including but not limited to participation in community wide Fair Housing events, providing information during Section 8 briefings and PH lease reviews, providing a written information package that provides Section 8 participants with a full range of areas where they may lease units, the use of exception rents for persons in need of accessible housing, distribution of accessible housing brochures, incorporating information regarding Fair Housing into the Landlord briefings, new Land lord recruitment, and a Homeownership program.

Goal Five of the LHA's PHA Agency Plan is to "Ensure equal opportunity and affirmatively further fair housing". To this end LHA has pledged to:

1. Operate Lexington Housing Authority in full compliance with all equal opportunity laws and regulations.
2. Each year, make a special outreach to advocates for people with disabilities through advertisement, agency contacts and/or community events.
3. Be known as a community leader in promoting fair housing.
4. Expand eligibility for Self-Sufficiency sites to include disabled persons who meet the Self-Sufficiency housing requirements with the exception of the work and/or full-time student requirement.

All these efforts are aimed at increasing the awareness of housing providers about their responsibilities regarding providing equal opportunity housing to all, increasing the awareness of consumers about their rights regarding equal opportunity housing and providing consumers with Fair Housing Choice.

By providing programs such as the proposed HCV FSS program, this conforms to the LFUCG Consolidated Plan for community and housing needs. In addition, the proposed activities address the following HUD goals and objectives: (1) increase homeownership opportunities, (2) promote decent, affordable housing, (3) strengthen communities and (4) ensure equal opportunity in housing.

WORKFORCE ANALYSIS FORM

Name of Organization: Lexington Housing Authority

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	5	1	2			1	1									2	3
Professionals	14	3	1				10									3	11
Superintendents																	
Supervisors	2		1			1										1	1
Foremen																	
Technicians	3	2				1										3	0
Protective																	
Para-																	
Office/Clerical	31	4	8			1	18									5	26
Skilled Craft																	
Service/Maintena	28	10				17	1									27	1
Total:	83	20	12			21	30									41	42

Prepared by: Alan Sisk, HR Director **Date:** 04 / 26 / 2024

(Name and Title)

Revised 2015-Dec-15

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Lexington-Fayette Urban County Housing Authority (LHA)

Complete Address: 300 West New Circle Road, Lexington, KY 40505

Street City Zip

Contact Name: Austin J. Simms Title: Executive Director

Telephone Number: (859) 281-5060 Fax Number: (859) 281-5055

Email address: simmsa@lexha.org

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

MWDBE PARTICIPATION GOALS

The Lexington-Fayette Urban County Housing Authority (LHA) has no plans to use subcontractors for this proposal. LHA has included the MWDBE forms with a "Not Applicable" printed on each form.

Should subcontractors be necessary, LHA will follow LFUCG's goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. LHA also has a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses.

Should subcontractors be necessary, LHA shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers.

NOT APPLICABLE – LHA WILL NOT UTILIZE SUBCONTRACTORS

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

NOT APPLICABLE – LHA WILL NOT UTILIZE SUBCONTRACTORS

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

NOT APPLICABLE – LHA WILL NOT UTILIZE SUBCONTRACTORS

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Addres	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars $$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

NOT APPLICABLE – LHA WILL NOT UTILIZE SUBCONTRACTORS

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote #_____
Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	**Work Period/ From: To:**
Company Name:	**Address:**
Federal Tax ID:	**Contact Person:**

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

NOT APPLICABLE – LHA WILL NOT UTILIZE SUBCONTRACTORS

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

NOT APPLICABLE – LHA WILL NOT UTILIZE SUBCONTRACTORS

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____	_____
Company	**Company Representative**
_____	_____
Date	**Title**

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

5/3/2024

Date

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

LHA understands and agrees to the terms to provide insurance and indemnification as outlined in the proposal requirements.

LHA understands and agrees that it shall demonstrate the ability to assure compliance with the 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.

EVALUATION

5.1 ORGANIZATIONAL CAPACITY & EXPERIENCE

The Lexington-Fayette Urban County Housing Authority (LHA) is a Public Housing Authority with Moving to Work flexibility that provides affordable Housing in the Lexington/Fayette County area. LHA administers a Public Housing Program, Housing Choice Voucher Program, Project Based Voucher Program, RAD Project Based Voucher Program, Family Unification Program, Foster Youth Initiative, Mainstream Program, Veterans Affairs Supportive Housing, VASH Project Based Voucher, Emergency Housing Voucher, Fair Share Vouchers, administers a Continuum of Care grant (COC) and a Supportive Housing Grant (SHG). LHA provides assistance to over 4600 participants, has over 700 participating landlords, and has Memorandums of Understanding (partnerships) with over twelve agencies that provide services to homeless and at risk of homeless individuals and households.

Within all of its housing programs, LHA has successfully established relationships with private-market landlords to identify suitable housing opportunities and negotiate and execute lease agreements. For each program participant, LHA has provided direct leasing/rental and other financial assistance and offered an array of supportive services, both through its own internal resources and through close partnerships with other community-based agencies. In addition, LHA staff that serves homeless and at risk of homeless individuals and households, caseloads were reduced in order to provide more supportive services to its participants.

For landlord recruitment and retention purposes, staff attend landlord association meetings to educate and encourage landlords to rent to recipients, staff attend community meetings for the homeless population to provide input of resources and services available, provides a free vacancy listing resource for landlords to use to list available units and holds quarterly landlord meetings to provide educational and supportive guidance.

LHA operates as a matrix organization; each staff member works in one primary department with a direct supervisor but is also expected to collaborate with staff in other departments. LHA's Executive Director is responsible for the day-to-day operations of the organization and all its programming. LHA's Board of Directors have oversight of all LHA's operations and meet monthly to make decisions and direct LHA's efforts.

STAFF EXPERIENCE

Position LHA	Name	LHA Start Employment Date
Executive Director	Austin Simms	07/1972
Chief Operating Officer	Andrea Wilson	04/1994
Chief Financial Officer	Sean Cooper	11/1999
Program Manager	Aldean Pleasant	06/2013
Assistant Program Manager	Tonya Christopher	06/2007
Leslie Stillwell	Support Staff	08/2015
Case Manager	Lee Cameron	03/2011
Case Manager	Sierra Johnson	02/2020
Case Manager	Tracy Holmes	06/2013
Case Manager	Toinesha Lowe	10/2023

5.2 PROJECT DESIGN

How will the project utilize existing information on landlords/property managers already compiled by other programs and agencies?

LHA will have a shared landlord list with internal programs and partner organizations and will use existing landlord relationships to network with and identify new landlords. Staff will participate in Apartment Association meetings and Realtors Association meetings to discuss program requirements and provide education for landlord recruitment and retention. LHA currently has a data base of existing landlords and will compare data base with partner agencies data bases.

How will the project outreach and engage landlords and property owners? When and how often will outreach occur? What specific strategies will be utilized?

Landlord events

- Host landlord events (some with luncheons) to educate and solicit feedback on a quarterly basis.
- Host events as a collaborative/community with partner agencies.
- Recognition of landlords for participating on a quarterly basis.
- Host a landlord fair annually.
- Sponsor landlord outreach meetings as needed.

Use Social Media

- Email blasts
- Advertise on the LHA website
- Advertise on Craigslist
- Advertise on LHA's Facebook Page
- Advertise on Landlord Portal
- Advertise through Landlord newsletters

Develop Personal Relationships

- Organize and promote in-person meetings/briefings/luncheons

Use the Faith Community

- Blurb/Ads in churches
- Advisory Committee

Other

- Landlord round table discussions quarterly

- Partner with Legal Aid for educational sessions for both landlords and tenants as needed.
- Partner with Fair Housing for educational sessions for both landlord and tenant as needed.
- Conduct landlord surveys quarterly.

How will the project both obtain and retain partner landlords? What strategies will be used to address landlord concern, mitigate issues, and facilitate retention?

The supply of low-income housing in Lexington fails to meet the demand. LHA's wait list exceeds over 3 years. LHA plans to develop a comprehensive landlord recruitment and retention strategy by:

1. Analyzing participant needs, landlord concerns, and opportunities to improve landlord interactions.
2. Offer Landlord Incentive program.
3. Streamline processes.
4. Provide a customer-service oriented approach.
5. Robust Marketing, Outreach and Education
6. Provide landlord listing resources available at no cost to landlords.
7. Talk to landlords and participants about their experiences in order to develop a strategy for moving forward to make it easier for landlords to navigate working with LHA.
8. Consider best practices and innovative models employed by other housing agencies. This type of analysis can reveal additional insights to inform areas for improvement in relationship management and operational efficiency, as well as avenues to make the program more competitive with the private market. For example, analyze effectiveness of programs in increasing landlord participation by landlord demographics ('mom and pop' landlords compared to corporate entities), reduction in lease-up times by geography and family composition, or program results in high opportunity areas compared to other areas of authority.

What is the project's plan for coordinating with housing provider agencies and supporting the identification of housing units for participant households?

LHA will hire a Landlord Liaison as well as use current management staff to coordinate with LHA's partner agencies and other housing providers to coordinate the availability of rental units and provide information concerning potential and active landlords. The Affordable Housing listing will be made available to not only participants but to other housing provider agencies as well.

How will the project collect and maintain data regarding outcomes and project progress? How will the project coordinate with the Office of Homelessness Prevention and Intervention to engage in evaluation of outcomes and the identification of additional system gaps and needs?

LHA will collect data and maintain documentation showing the outcomes and project progress with a proprietary Public Housing Authority (PHA) software program designed used for other projects and programs. Reports will be sent to the Office of Homelessness Prevention and Intervention on a quarterly basis. Meetings can be scheduled in-person, zoom, phone calls and emails to address any concerns or questions.

LHA will analyze the following:

- What are LHA's success rates in leasing up?
- Number of applicants requesting extensions.
- Number of landlords that are canceling Requests for Tenancy Approvals (RFTAs).
- Track trends in number of landlords entering and exiting the program.

5.3 **SERVICES AND OUTCOMES**

How will provider agencies and participants households access these services? In what way will these services be more effective or progressive than existing housing identification supports?

LHA currently has partnerships with over fifteen partner agencies that make referrals to LHA for the homeless programs and grants that LHA administers. LHA will advertise the services provided through this grant with the partner agencies, landlord meetings, landlord portal, and on LHA's website and Facebook page. At an applicant's eligibility appointment, caseworkers will provide the available services to applicants and participants. Informational brochures will be included in both landlord and tenant briefing packets. LHA staff will attend Landlord Association and Realtor Association meetings to provide information on services being offered through this grant. The information will also be included on LHA's website, Facebook page and the landlord portal. These initiatives should be more effective than existing and previous services due to the wide array of services and incentives offered. These services not only offer monetary services but more of a supportive role to landlords and a reduction in administrative burdens.

What services, education, or incentivization will the project provide to prospective and participating landlords?

- A **one-time incentive payment** of $1,000 to new landlords, upon the execution of a new contract for an LHA participant.
- A **one-time incentive payment** of $1,000 to a landlord adding a new unit to the program for existing landlords.
- **Offer a limited damage claim** (not to exceed one month's contract rent) in cases where a tenant causes damages to the unit that exceeds the security deposit. The damage claim will be verified by the landlord providing pictures of damages, and evidence of the cost of the repairs. If landlord does not provide acceptable documentation to verify tenant caused damages, LHA will conduct a special inspection within ten days of participant's move out date to verify damages to the unit.
- **Provide a one-time rent affordability payment** (amount that exceeds the maximum gross rent up to 6 months) when rent must be reduced to be affordable for the participant. "Affordable" would be defined as an initial rent burden of no more than 40% of household's monthly adjusted income or gross income.
- **Provide Security Deposit Assistance**. The inability of households to have enough funds for security deposits contributes to the problem of homelessness in Lexington. LHA will assist homeless and at risk of homeless individuals and families to provide security deposit assistance or if a current participant has to move due to the unit not meeting inspection requirements. With the funds received, LHA will contribute up to one (1) month's contract rent for the initial

deposit. The deposit will be paid directly to the landlord upon receipt of a passed LHA inspection, signed lease and proof of applicant's occupancy of the rental unit. The funds will target homeless and at risk of homeless applicants. To qualify for the deposit money, applicants must meet the Low-Income Limits (80%) of MAI (Median Area Income). Applicants must be able to obtain a legal lease from the Landlord for a unit located within LHA's jurisdiction. The program will operate on a first come, first served basis as long as funding is available. Upon the move out of the recipient, the landlord will be required to refund any deposit that was not used for past due rents, fees and tenant caused damages beyond normal wear and tear to LHA in order to continue the program.

- **Hire a landlord liaison** to partner with landlords to navigate the leasing process. Landlord partners will receive personal customer service from the Landlord Liaison to assist and share vacancy leads, answering questions, assists landlords to connect with tenant's caseworker or supportive service providers to address supportive service needs. Hold tenants accountable by educating participants on what is expected of them as tenants. Encourage tenants to hold up their end of the contract and do what is required, i.e., pay rent on time, keep the property clean and safe, communicate any issues the landlord needs to be aware of. Participants who do not live up to their end of the obligations risk termination from the program.
- **Conduct quarterly landlord** orientation and educational sessions, where landlords can receive information on assorted topics such as landlord incentives, inspections, regulations, fair housing, and payment information.
- **Provide application fees** up to $50 per household.
- **Landlord participation** in LHA's advisory board.
- **Frequency** of inspections reduced.

How will the project approach data collection? What is the project's plan to review data and outcomes?

LHA will collect data through the housing software program that it currently uses. In addition, LHA will keep track of the addition of new landlords and units through this same system. A spreadsheet will be kept recording the monetary incentives paid to landlords and incentives paid on behalf of applicant/participant. Data will be reviewed monthly with a quarterly report provided to LFUCG.

Applicants should complete a table providing target numbers and percentages for proposed performance indicators.

Formula: Achievement and Target

Action	Target	Achievement	Achievement %
New Landlords Added to Program	50	0	0
New Units Added to Program	50	0	0
Homeless Families Housed	100	0	0
One Time Incentive for new landlords	50	0	0
One Time Incentive for new unit	50	0	0
Limited Damage Claim	60	0	0
Affordability Payment	50	0	0
Security Deposit Assistance	100	0	0
Application Fees	100	0	0

5.4 **SUSTAINABILITY**

LHA is a Moving to Work agency and is approved by the Department of Housing and Urban Development (HUD) for funding flexibility. The agency is well-versed in leveraging a wide variety of funding streams and community resources, including private, federal, state, and local funding sources to provide comprehensive housing services for individuals and families with low income. LHA itself receives a budget authority of over $26 million from HUD to administer housing programs to meet the diverse needs of its participants. LHA demonstrates a sound fiscal policy. Throughout the communities it serves, LHA routinely partners with a variety of community-based agencies in order to ensure that resources are shared effectively, that participants have maximal access to these resources, and that duplication of services is avoided. LHA links participants to available resources, such as available rental units, crisis food assistance and utility subsidies in order to expand the range of its services and more fully meet the needs of participating households. LHA also receives grants from the local government for system gaps and removal of housing barriers. In order to sustain this grant, LHA would look at using its Moving to Work Authority to continue providing services to landlords, applicants, and participants. LHA will continue to seek other sources of funding to continue the services as well.

5.5 PROPOSED LINE-ITEM BUDGET AND BUDGET NARRATIVE

Personnel – Hire Landlord Liaison		
Salary		$45,000
Fringe Benefits		$24,115
Social Security and Medicare (7.655)	$3,445	
Retirement (23.34%)	$10,505	
Group Term Life Insurance	$300	
Medical Insurance	$9,525	
Dental Insurance	$75	
Vision	$265	
Equipment		$4,200
Phone	$1,200	
Laptop, Monitor and Docking Station	$3,000	
Travel (Absorbed by LHA)		$0
Contractual		$0
Operating Expenses (Absorbed by LHA)		$0
Landlord One-Time Incentive Payment		$100,000
Limited Damage Claims		$120,000
Rent Affordability Payment		$20,000
Security Deposit Assistance		$100,000
Landlord Training		$20,000
Application Fees		$5,000
Total		**$438,315**

With funds from the **Landlord Engagement and Recruitment for Homelessness Response System**, LHA proposes to hire a Landlord Liaison that will navigate the lease up process for applicants and participants. Due to landlord's hesitation in leasing to participants, a financial incentive will be offered to a new landlord and to current landlords adding a new unit to the program. At meetings that LHA's staff currently attends, a major concern of landlords is tenant caused damages. Therefore, LHA would pay a landlord for tenant caused damages that exceeds the security deposit not to exceed one month's contract rent.

Often times, due to the HUD regulation of the initial rent burden, participants cannot lease a unit due to the gross rent exceeding the participant's 40% of their monthly adjusted income. Some landlords refuse to lower the rent to meet the client's rent burden and the client's voucher expires. By offering a 6-month affordable payment, this could keep vouchers from expiring and the client being successful in being housed.

Due to the lack of affordable housing in Lexington, by LHA guaranteeing the security deposit, landlords will be more agreeable to renting to participants.

Landlords will be invited to attend landlord informational meetings and trainings on topics of interest and have the opportunity to address any concerns that might have come up. A landlord will represent landlords on the advisory committee.

LHA Landlord Partnership Project

Monthly Report Form

Month: _____

Outcome	Annual Target	Total This Month	Total Year-to-Date
New Landlords Added to Program	15		
New Units Added to Program	23		
Homeless Households Moving In	45		
One Time Incentives for New Landlord	15		
One Time Incentives for New Units	23		
Limited Damage Claims Processed	0		
Security Deposits Assisted	45		
Landlord Group Trainings Conducted	3		
Training Briefings for New Landlords Conducted	24		

Submitted By: _____ Date: _____

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 27 day of June 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Office of Homelessness Prevention and Intervention (hereinafter "Sponsor"), and **LEXINGTON HOUSING AUTHORITY**, a Kentucky corporation, ("Organization") with offices located at 300 West New Circle Road, Lexington, Kentucky 40505.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. PURPOSE. LFUCG and the Organization desire to implement a program to engage landlords and recruit participation in housing assistance programs, both for the Organization's projects and those operating through the Continuum of Care's Coordinated Entry System.

2. EFFECTIVE DATE; TERM. This Agreement shall commence on July 1, 2024, and shall last for a period of one (1) year unless terminated by LFUCG at an earlier time. The Agreement may be extended for up to two (2) additional annual terms based upon outcomes and availability of funds.

3. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – Request for Proposals ("RFP") #30-2024, consisting of 44 pages;
b. Exhibit "B" – Proposed Budget;
c. Exhibit "C" -- Organization's Formal Proposal to RFP #30-2024, consisting of 39 pages; and
d. Exhibit "D" – Lexington Housing Authority Partnership Project Monthly Report Form

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B", and "C" in that order.

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibits "A" and "B" for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed **Three Hundred Thousand dollars ($300,000.00)** for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed, or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. Exhibit D, the Lexington Housing Authority Partnership Project Monthly Report Form, shall be completed and returned to LFUCG on a monthly basis.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY. The risk management provisions, which include insurance and indemnification, of RFP #30-2024, are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held, or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through

a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

14. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD-PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Lexington Housing Authority
300 West New Circle Road
Lexington, Kentucky 40505
Attn: Austin Simms

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Jeff Herron, Director
Office of Homelessness Prevention & Intervention

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Clerk of the Urban County Council

LEXINGTON HOUSING AUTHORITY

BY:
Austin Simms

ATTEST: Dana Fischer

WITNESS:

DATE: 6/20/24

EXHIBIT "A"

Lexington Fayette Urban County Government
RFP #30-2024

EXHIBIT "B"
Proposed Budget

EXHIBIT "C"
Organization's Formal Proposal to RFP #30-2024

EXHIBIT "D"

Lexington Housing Authority Partnership Project
Monthly Report Form

4860-5975-2646, v. 1

RESOLUTION NO. 331 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (RFP NO. 30-2024), WITH LEXINGTON-FAYETTE URBAN COUNTY HOUSING AUTHORITY, FOR OPERATION OF A LANDLORD ENGAGEMENT AND RECRUITMENT PROGRAM, AT A COST NOT TO EXCEED $300,000.00, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS, ADDENDA, OR OTHER DOCUMENTS RELATED TO THESE FUNDS.

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 Purchase of Service Agreement (RFP No. 30-2024), with Lexington-Fayette Urban County Housing Authority, for operation of a Landlord Engagement and Recruitment Program.

Section 2 – That an amount, not to exceed $300,000.00 be and hereby is approved for payment to Lexington-Fayette Urban County Housing Authority, from account #1145-155003-78112, pursuant to the Purchase of Service Agreement.

Section 3 – That the Mayor or her designee is further authorized to execute any other necessary amendments, addenda, or other documents related to these funds.

Section 4 – - That this Resolution shall become effective on the date of passage.

PASSED URBAN COUNTY COUNCIL: June 27, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0628-24:ANB:4854-0765-3832, v. 1

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH LEXINGTON-FAYETTE URBAN COUNTY HOUSING AUTHORITY D/B/A LEXINGTON HOUSING AUTHORITY, EXTENDING THE PERIOD OF PERFORMANCE THROUGH JUNE 30, 2026, 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, which is attached hereto and incorporated herein by reference, to an Agreement with Lexington-Fayette Urban County Housing Authority d/b/a Lexington Housing Authority, extending the period of performance through June 30, 2026, 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:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0719-25:TAH:4904-9421-4491, v. 1

RESOLUTION NO. 369 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH LEXINGTON-FAYETTE URBAN COUNTY HOUSING AUTHORITY D/B/A LEXINGTON HOUSING AUTHORITY, EXTENDING THE PERIOD OF PERFORMANCE THROUGH JUNE 30, 2026, 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, which is attached hereto and incorporated herein by reference, to an Agreement with Lexington-Fayette Urban County Housing Authority d/b/a Lexington Housing Authority, extending the period of performance through June 30, 2026, 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: August 14, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0719-25:TAH:4904-9421-4491, v. 1

FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of August 15, 2025, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, and **LEXINGTON-FAYETTE URBAN COUNTY HOUSING AUTHORITY D/B/A LEXINGTON HOUSING AUTHORITY,** a Kentucky corporation ("Organization"), with offices located at 300 New Circle Road, Lexington, Kentucky 40505.

RECITALS

WHEREAS, the LFUCG entered into a Purchase of Service Agreement, executed on June 27, 2024 (the "Agreement"), to implement a program to engage landlords and recruit participation in housing assistance programs, both for the Organization's projects and those operating through the Continuum of Care's Coordinated Entry System; and

WHEREAS, the parties desire to extend the term of the Agreement to end on June 30, 2026; and

WHEREAS, the Parties also desire to amend the Agreement to revise the Budget and the Monthly Report Form; and

WHEREAS, the Parties hereby agree to amend the above-referenced term, budget, and report form in accordance with the terms and conditions of this First Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.

2. Section 1. Effective Date; Term. The Parties agree to modify Section 2 of the Agreement to extend the period of performance to June 30, 2026 as follows:

   "This Agreement shall commence on July 1, 2024, and shall last until June 30, 2026, unless terminated by LFUCG at an earlier time. The Agreement may be extended for up to two (2) additional annual terms based upon outcomes and availability of funds."

3. Section 3. Related Documents. The Parties agree to modify Section 3 of the Agreement to include a Revised Budget and a Revised Monthly Report Form as follows:

   "This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

   a. Exhibit "A" – Request for Proposals ("RFP") #30-2024, consisting of 44 pages;
   b. Exhibit "B" – Revised Budget;
   c. Exhibit "C" – Organization's Formal Proposal to RFP #30-2024, consisting of 39 pages; and
   d. Exhibit "D" – Lexington Housing Authority Partnership Project Revised Monthly Report Form

   To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B", "D" and "C" in that order."

   A copy of Exhibit "B", Revised Budget, is attached to this First Amendment as Exhibit 1. A copy of Exhibit "D", Lexington, Housing Authority Partnership Project Revised Monthly Report Form, is attached to this First Amendment as Exhibit 2.

4. Effect. All other provisions of the Purchase of Service Agreement, which is attached hereto as Exhibit 3 and incorporated herein as if fully stated, not inconsistent with the provisions of this First Amendment shall remain in full force and effect.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

Linda Gorton

By: Linda Gorton, Mayor

ATTEST:

MarKenzie Stock

Clerk of the Urban County Council

Deputy

LEXINGTON-FAYETTE URBAN COUNTY
HOUSING AUTHORITY D/B/A LEXINGTON
HOUSING AUTHORITY

Executive Director

By: Name, Title

ATTEST:

Dana Tincher [sign name]

WITNESS: Dana Tincher [print name]

DATE: 8/11/25

Exhibit 1

Revised Budget

Exhibit 2

Revised Monthly Report Form

Exhibit 3

June 27, 2024 Purchase of Service Agreement

4913-9415-3304, v. 2

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0720-25

File ID:	0720-25	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	220-2025	**In Control:**	Urban County Council
				File Created:	08/01/2025
File Name:	Request Council authorization to execute an agreement with the Kentucky Office of Homeland Security under the 2023 State Homeland Security Grant Program extending the period of performance through August 31, 2026, for the Lexington Police Department Hazar			**Final Action:**	08/14/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Office of Homeland Security under the 2023 State Homeland Security Grant Program, extending the period of performance through August 31, 2026, to utilize funds to purchase a bomb squad mission response vehicle for the Div. of Police Hazardous Devices Unit. [Div. of Police, Weathers]

Notes: SAF in the CCO. Returned to Celia Moore via pick up 8/20/2025. MS

Sponsors:		**Enactment Date:**	08/14/2025
Attachments:	26- Blue Sheet LPD HDU Extension, Draft_SC_094_2400000844_2_PO_CNTRCT_FORM (1), RESO 720-25 Homeland Security Grant - Bomb Squad 4909-0649-6606 v.1.docx, R-370-2025, Contract #220-2025	**Enactment Number:**	R-370-2025
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
2	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/14/2025		
2	Urban County Council	08/14/2025	Suspended Rules for Second Reading				Pass
2	Urban County Council	08/14/2025	Approved				Pass

Text of Legislative File 0720-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Office of Homeland Security under the 2023 State Homeland Security Grant Program, extending the period of performance through August 31, 2026, to utilize funds to purchase a bomb squad mission response vehicle for the Div. of Police Hazardous Devices Unit. [Div. of Police, Weathers]

Summary

Authorization to execute an Agreement with the Kentucky Office of Homeland Security under the 2023 State Homeland Security Grant Program (Resolution 238-2023) extending the period of performance through August 31, 2026, for the Lexington Police Department Hazardous Devices Unit to utilize Grant funds to purchase a bomb squad mission response vehicle. Due to manufacturer delays. No Budgetary impact. (L0720-25)

(Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 7/23/2025

Risk Management: N/A

Fully Budgeted: All Grants funds are Budgeted.

Account Number:

This Fiscal Year Impact: $0

Annual Impact: $0

Project: STHO_BOMB_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **July 31, 2025**

SUBJECT: **Extension of the Period of Performance for the 2023 State Homeland Security Grant Award for the Lexington Police Department Hazardous Devices Unit**

Request: Council authorization to execute an agreement with the Kentucky Office of Homeland Security under the 2023 State Homeland Security Grant Program extending the period of performance through August 31, 2026, for the Lexington Police Department Hazardous Devices Unit to utilize grant funds to purchase a bomb squad mission response vehicle.

Purpose of Request: On April 27, 2023 (Resolution 238-2023), Council authorized to execute an agreement and to submit an application and accept award if offered to the Kentucky Office of Homeland Security requesting federal funds from the Year 2023 Homeland Security Grant Program. The Lexington Police Department Hazardous Devices Unit was awarded $454,000 to purchase a bomb squad mission response vehicle. Due to factory production delays the Kentucky Office of Homeland Security has offered the Lexington Police Department Hazardous Devices Unit an extension to the period of performance to August 31, 2026.

What is the cost in this budget year and future budget years? No additional cost in this budget year or in future budget years.

Are the funds budgeted? All grant funds are budgeted.

File Number: 0720-25

Director/Commissioner: Weathers/Armstrong

Commonwealth of Kentucky
CONTRACT MODIFICATION

Document Number: SC 094 2400000844 **Version:** 2

Record Date:

Document Description: Lexington - Fayette Urban County Government 23-050

Cited Authority: EMW-2023-SS-00097
2023 State Homeland Security Grant Program

Reason for Modification: Extend the Period of Performance from November 30, 2025 to August 31, 2026 to provide additional time for the manufacturer to assemble and deliver the bomb squad response vehicle.

Issuer Contact:

Name: Jennifer Annis
Phone: 502-564-2081
E-mail: jennifer.annis@ky.gov

Vendor Name:

LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No. KY0032969

Vendor Contact

Name: Chad Hancock
Phone: 8592583313
E-mail: chancock@lexingtonky.gov

Effective From: 2023-11-30 **Effective To:** 2026-08-31

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Lexington - Fayette Urban County Government 23-050	$0.000000	$454,400.00	$454,400.00

Extended Description:

Period of Performance
Effective Date: 11/30/2023
Expiration Date: 08/31/2026
Scope of Work: The Lexington - Fayette Urban County Government shall use grant funds for the purchase of a bomb squad mission response vehicle, IED/ EOD bomb suits, tactical x-ray generator, and related items for the Lexington Police Department Hazardous Devices Unit (HDU) as requested in grant application 23-050.

Licensing and registration fees are not allowable under the State Homeland Security Grant Program and will be the responsibility of Lexington - Fayette Urban County Government.

Any change to the scope of work must be approved by the Kentucky Office of Homeland Security Grant staff.

Shipping Information:	Billing Information:
Kentucky Office of Homeland Security 200 Mero Street	Kentucky Office of Homeland Security 200 Mero Street

Frankfort	KY	40622	Frankfort	KY	40622

TOTAL CONTRACT AMOUNT	**$454,400.00**

Modification #1
July 11, 2025
Original Contract Amount: $454,400. Amount of Increase/Decrease: $0.00
The purpose of this modification is to extend the Period of Performance from November 30, 2025 to August 31, 2026 to provide additional time for the manufacturer to assemble and delivery the bomb squad response vehicle.

Memorandum of Agreement Template
Revised September 2024

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, the Kentucky Office of Homeland Security ("the Commonwealth") and the Lexington Fayette Urban County Government ("the Contractor") to establish an agreement for pass-through federal grant funds. The initial MOA is effective from November 30, 2023 through ~~November 30, 2025~~ August 31, 2026.

Scope of Services: The Lexington - Fayette Urban County Government shall use grant funds for the purchase of a bomb squad mission response vehicle, IED/EOD bomb suits, tactical x-ray generator, and related items for the Lexington Police Department Hazardous Devices Unit (HDU) as requested in grant application 23-050.

Licensing and registration fees are not allowable under the State Homeland Security Grant Program and will be the responsibility of Lexington – Fayette Urban County Government.

Any change to the scope of work must be approved by the Kentucky Office of Homeland Security Grant staff.

Pricing: $454,400.00

FFY 2023 HOMELAND SECURITY GRANT PROGRAM

GRANT INFORMATION AND IDENTIFICATION

CFDA Number: 97.067

CFDA Title: Homeland Security Grant Program

Award Year: FFY 2023

Federal Agency: Department of Homeland Security/FEMA

Pass-Through Agency: Kentucky Office of Homeland Security

Kentucky Office of Homeland Security (KOHS) Terms and Conditions

KOHS Specific Acknowledgements and Assurances
All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing KOHS access to records, accounts, documents, information, facilities, and staff.
1. Sub-recipients must cooperate with any request by KOHS staff to inspect any resource acquired through the program.
2. Sub-recipients notify KOHS immediately of any degradation of capabilities or critical resources.
3. Sub-recipients must respond to all informational requests by KOHS staff in a timely manner.
4. Sub-recipients that submitted applications that included the sharing of resources must adhere to that agreement.

Change of Circumstances
Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this agreement.

Confidentiality
The Second Party agrees that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the Second Party by the First Party in the administration of this contract.

Data Collection/Analysis Limitations
No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this agreement.

Extensions and Amendments to this Agreement
The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of KOHS, the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee. The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311)
Any mutually agreed upon changes to the agreement must be approved, in writing, by KOHS prior to implementation or obligation and shall be incorporated in written amendments to this agreement. This procedure for changes to this approved agreement is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Liability and Indemnity
Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this agreement shall be determined according to applicable law.

Notices
Any notice, transmittal, approval, or other official communication made under this agreement shall be in writing and shall be delivered by hand, facsimile transmission, email, or by mail to the other party.

Severability
If any provision of this agreement is held judicially invalid, the remainder of the agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Sole Benefit
This agreement is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government, and is not intended to create any other beneficiaries.

Subcontractor Requirement
The Second Party agrees that all requirements of this agreement shall also be applicable and binding on any subcontractor the Second Party may contract with to meet the statement of work, method of payment, and deliverables of this agreement. All Second Party subcontractors are subject to First Party approval.

Successors and Assigns
This agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this agreement 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.

Waiver of Breach
If a party waives enforcement of any provision of this agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

IDENTIFICATION OF THE SUBJECT MATTER OF THE CONTRACT
Environmental Planning and Historic Preservation (EHP)
The Second Party acknowledges that any project considered to constitute groundbreaking, attachment of equipment to the interior or exterior of a building or structure, construction or renovation must receive prior approval from FEMA before any work or financial expenditures can be made.

Environmental Standards

The recipient will comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding.

The Second Party shall provide such information as may be requested by KOHS to ensure compliance with any applicable environmental laws and regulations. Second Party shall not undertake any construction project without the approval of First Party and DHS, as required by the grant guidance.

Intellectual Properties
The contractor agrees that any formulae, methodology, other reports and compilations of data provided by the First Party to the contractor for the purposes of meeting the terms and conditions of this agreement, or as developed, prepared or produced by the contractor for use by the First Party under the scope of services of this agreement shall be the exclusive property of the First Party. Any use of this material for purposes other than those specifically outlined and authorized by this agreement without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this agreement and possible criminal prosecution.

Kentucky Wireless Interoperability Executive Committee
Any portion of this agreement that involves data or voice communication equipment or projects, including data or voice interoperability equipment or projects shall be presented by the Second Party for action by the Kentucky Wireless Interoperability Executive Committee (KWIEC). Furthermore, it is a condition of this agreement that all recommendations of the KWIEC, will be accepted and implemented by the Second Party prior to the commencement of the project addressed in this agreement. A copy of the KWIEC decision will be provided to the First Party by the Second Party.

Mutual Aid and Interoperability Memorandum of Understanding
The Second Party and any other local entities receiving benefit from these grant funds must have a Mutual Aid Memorandum of Understanding with the Kentucky State Police.

NIMS Requirements
In accordance with HSPD-5, *Management of Domestic Incidents*, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.

Property Control
Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is issued solely for authorized purposes. Subrecipents should exercise caution in the use, maintenance, protection and preservation of such property.
Title: Subject to the obligations and conditions set for in 28 CFR Part 66, title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.
Use and disposition: Equipment shall be used by the subrecipeint in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subrecipent shall request, in writing, disposition instructions from KOHS prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to KOHS immediately.
Inventory: The Second Party must submit to the First Party an inventory of all equipment purchased with these federal funds. This inventory must include a description of the property, a serial number or other identification number, the source of the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property

was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
Annually, second party will submit all inventories to the KOHS via an online database or any other form or process deemed by the first party.

Equipment Marking
The Second Party agrees that, when practicable, equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security" in order to facilitate their own audit processes, as well as Federal audits and monitoring visits, which may result from receiving Federal funding. Additionally, any equipment purchased with funding under this agreement shall, when practicable, bear on it the logos of the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security.

Property Purchased by the First Party (KOHS)
Property purchased by the First Party for the purposes of fulfilling the requirements of the scope of services for this agreement, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of the First Party and shall remain the property of the First Party.

This grant will provide reimbursement funding to the Second party for the specific scope of work described in the Extended Description. Successful completion by the Second party shall include the deliverables as listed in the Extended Description.

CONSIDERATION AND CONDITIONS FOR PAYMENT
Availability of Federal Funds
This grant award is contingent upon availability of federal funds approved by Congress.
Consultant Rate
Approval of this agreement does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted and approved by the First Party and FEMA’s National Preparedness Directorate prior to obligation or expenditure of such funds.

Earliest Date of Payment
No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695 (7). Payments on personal service contracts and memoranda of agreements 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.

Financial Management System
The Second Party agrees to establish and/or maintain a financial management system which shall provide for: Accurate, current, and complete disclosure of the financial results of the functions/services performed under this agreement in accordance with the reporting requirements as set forth in this agreement and attachment(s) thereto; Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, un-obligated balances, if applicable, assets, liabilities, expenditures and income; Effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this agreement; Procedures for determining reasonableness, and allowability of costs in accordance with the terms and conditions of this agreement and any attachment(s) thereto; and Accounting records that are supported by source documentation.

Interest Income
Grant funds not reimbursed immediately to a vendor, subcontractor, etc. must be placed in an interest bearing account. The applicant agrees to be accountable for all interest earned with respect to these grant funds. Interest earned by this grant during the project must be reported and returned to KOHS quarterly.
Procurement
The acquisition of goods and services by the Contractor in performance of this agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (2 CFR).

For the purpose of any Kentucky Office of Homeland Security (KOHS)-funded projects using FY-2023 funds the sub-recipient will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under $30,000 three (3) quotes will be obtained. For any equipment and/or services that exceeds $40,000 the provisions of KRS 45A will apply.

Disadvantaged Business Requirement
To the extent that the Second Party uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable. The Kentucky Procurement Technical Assistance (PTAC) may be available to post bid notifications or provide bid matching services with MBE/WBE businesses for Homeland Security Grant sub-recipients. Refer to www.kyptac.com or contact their office at (859)251-6019.

Program Income
The applicant agrees to be accountable for all interest or other income earned by the Second Party with respect to grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, rebates, etc.). All program income generated by this grant during the project must be reported to KOHS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from KOHS.

Reimbursement
The Second Party is required to sign this agreement with the Kentucky Office of Homeland Security to gain access to its allocated funds. No funds will be forwarded. The funds are allocated on a cost reimbursement basis. To receive reimbursement, the Second Party is required to provide the Kentucky Office of Homeland Security with copies of all obligation documents executed under this agreement and an inventory for equipment purchased. Reimbursement by the First Party to the Second Party shall not exceed the Total Amount as stated in the contractual agreement.

Contract Period
The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement 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.

Payments
Payments to Second Party:
Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely request for reimbursements. **All invoices must be dated between the effective date and expiration date of this agreement.** All reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds transfer.

Final Request for Reimbursements:
Final request for reimbursements must be submitted to the First Party no later than 45 days after the expiration of this agreement.

Transfer of Funds
The Second Party is prohibited from transferring funds between programs (State Homeland Security Grant Program, Law Enforcement Terrorism Prevention Program, Emergency Management Performance Grant, Interoperable Emergency Communications Grant Program, Emergency Operations Center Grant Program, or any other Federal Grant Program).

Vendor Verification
The Second Party must verify that the grant lead applicant/sub-recipient and any vendor providing services is not on the *Federal Excluded Parties Listing System* prior to any contracts funded by federal funds. This verification must be submitted with each reimbursement request to verify that the vendor is not debarred at the time of order. This information may be found at https://sam.gov/portal/SAM/##11. Reimbursement will not be made without this verification.

Closeout
The First Party will close out this award when it determines that all applicable administrative actions and all required work of the grant have been completed. Within 30 days after the expiration or termination of this agreement, the Second party must submit all financial, performance and other reports required as a condition of this grant.

Cooperation
It is specifically recognized by the Second Party that it is their duty to reasonably accommodate the informational requests of the First Party in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any federal or state regulations, statues and guidelines with respect to the grant rests with the Second Party and as such, will ensure that every effort is made to honor that compliance guidance.

Fusion Center
The Second Party agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

Required submissions: AARs and IPs (as applicable)

Exercise Evaluation and Improvement Reports
Any Second Party funded to provide exercises must report on any scheduled exercise and ensure that an After Action Report (AAR) and Improvements Plan (IP) are prepared for each exercise conducted with FEMA support (grant funds or direct support) and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise.

Financial and Compliance Audit Report
The Second Party agrees to submit each year, financial information on the total amount of federal funds expended. If the Second Party expends $750,000 or more in total federal grant money during the sub recipient's fiscal year, an annual audit will be performed and a copy provided to the Kentucky Office of Homeland Security no later than 30 days after receipt of the final audit report. 2 CFR part 200, subpart F Audit of the States, Local Governments, and Non-Profit Organizations.

The Second Party is required to submit the Single Audit Report to the Federal Audit Clearinghouse (FAC) https://harvester.census.gov/facweb/. The FAC operates on behalf of the Office of Management and Budget (OMB). Its primary purposes are to:

- Distribute single audit reporting packages to federal agencies.
- Support OMB oversight and assessment of federal award audit requirement.
- Maintain a public database of completed audits.
- Help auditors and auditees minimize the reporting burden of complying with Single Audit requirements.

Monitoring
The Second Party shall submit, at such times and in such form as may be prescribed, such reports as the First Party may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party. The Second Party agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Quarterly Reports
The Second Party agrees to submit within 30 days after the end of each calendar quarter a written report on all programmatic and financial activities. Quarterly reports will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party.

Open Records
Request for information under the Kentucky Open Records Act which may reasonably lead to the discovery of any information related to Homeland Security records as defined by KRS 61 may not be disclosed without the written approval of the KOHS Executive Director.

Performance Timeline
Upon request by the First Party, the Second Party will provide summaries of progress made to date on this agreement. Should the First Party find the performance unacceptable, the First Party shall provide written notification and may cancel the agreement immediately.

Retention of Records

Records must be retained for three years from the day that the Kentucky Office of Homeland Security submits its final expenditure report for the federal grant funding this project.

Approvals
This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement 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 agreement 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 agreement.
Entire Agreement
This document forms the entire agreement between the parties as to scope and subject matter in this agreement. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

2023 The Department of Homeland Security Standard Terms and Conditions

(DHS Standard Terms and Conditions Version 2-November 29, 2022)

The (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and their executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients as (as defined in 2 C.F.R. Part 200 including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time the award is made. Recipients should submit the completed tool, including supporting materials, to

CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. **Subrecipients are not required to complete and submit this tool to DHS.** The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights- evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions **I. Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds. **II. Activities Conducted Abroad** Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained. **III. *Age Discrimination Act of 1975*** Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) *(*codified as amended at Title 42, U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. *Americans with Disabilities Act of 1990* Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources.

VI. *Civil Rights Act of 1964* – Title VI Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*(codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. *Civil Rights Act of 1968* Recipients must comply with Title VIIl of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title X Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. *False Claims Act* and Program Fraud Civil Remedies
Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 37293733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. *Fly America Act of 1974* Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. *Hotel and Motel Fire Safety Act of 1990* In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. § 2225.)

XIX. Limited English Proficiency (*Civil Rights Act of 1964*, Title VI) Recipients must comply with Title VI of the *Civil Rights Act of 1964,* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department-supportedorganizations-provide-meaningful- access-people-limited and additional resources on http://www.lep.gov.

XX. Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. *National Environmental Policy Act* Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*,Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.(NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans. **XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions. **XXIX. Reporting Subawards and Executive Compensation** Reporting of first tier subawards - Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

***XXXII. Trafficking Victims Protection Act of 2000* (TVPA)** Trafficking in Persons. Recipients must Comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXIII. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXIV.USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. **XXXV. Use of DHS Seal, Logo and Flags** Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVl.Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for the activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

XXXVII Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXVlll John S. McCain National Defense Authorization Act Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXXlX Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project,but are not an integral part of the structure or permanently affixed to the infrastructure project. *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the NOFO for further information on the Buy America preference and waiver process. **XL.E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety** – Recipient State, Tribal., Local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

MOA/PSC Exception Standard Terms and Conditions
Revised May 2025

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.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

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 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.

5.00 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.

6.00 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 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.

7.00 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

8.00 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.

9.00 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.

10.00 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.

11.00 Purchasing and specifications
This section does not apply to governmental or quasi-governmental entities.
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.

12.00 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.

13.00 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.

14.00 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "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).

15.00 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.

16.00 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.

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.

17.00 Nondiscrimination
The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates

of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

18.00 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.

Second Party:

Signature

Title

Printed Name

Date

First Party:

Signature

Executive Director
Title

Josiah Keats
Printed Name

Date

Approved as to form and legality.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY UNDER THE 2023 STATE HOMELAND SECURITY GRANT PROGRAM, EXTENDING THE PERIOD OF PERFORMANCE THROUGH AUGUST 31, 2026, TO UTILIZE FUNDS TO PURCHASE A BOMB SQUAD MISSION RESPONSE VEHICLE FOR THE DIVISION OF POLICE HAZARDOUS DEVICES UNIT.

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 with the Kentucky Office of Homeland Security under the 2023 State Homeland Security Grant Program, extending the period of performance through August 31, 2026, to utilize grant funds to purchase a bomb squad mission response vehicle for the Division of Police Hazardous Devices Unit.

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
720-25:GET:4909-0649-6606, v. 1

RESOLUTION NO. 370 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY UNDER THE 2023 STATE HOMELAND SECURITY GRANT PROGRAM, EXTENDING THE PERIOD OF PERFORMANCE THROUGH AUGUST 31, 2026, TO UTILIZE FUNDS TO PURCHASE A BOMB SQUAD MISSION RESPONSE VEHICLE FOR THE DIVISION OF POLICE HAZARDOUS DEVICES UNIT.

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 with the Kentucky Office of Homeland Security under the 2023 State Homeland Security Grant Program, extending the period of performance through August 31, 2026, to utilize grant funds to purchase a bomb squad mission response vehicle for the Division of Police Hazardous Devices Unit.

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

PASSED URBAN COUNTY COUNCIL: August 14, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

720-25:GET:4909-0649-6606, v. 1

Copy in lieu of original

Resolution #370-2025
Contract #220-2025

Commonwealth of Kentucky
CONTRACT MODIFICATION

Document Number: SC 094 2400000844 **Version:** 2

Record Date:

Document Description: Lexington - Fayette Urban County Government 23-050

Cited Authority: EMW-2023-SS-00097
2023 State Homeland Security Grant Program

Reason for Modification: Extend the Period of Performance from November 30, 2025 to August 31, 2026 to provide additional time for the manufacturer to assemble and deliver the bomb squad response vehicle.

Issuer Contact:

Name: Jennifer Annis
Phone: 502-564-2081
E-mail: jennifer.annis@ky.gov

Vendor Name:

LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No. KY0032969

Vendor Contact
Name: Chad Hancock
Phone: 8592583313
E-mail: chancock@lexingtonky.gov

Effective From: 2023-11-30 **Effective To:** 2026-08-31

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Lexington - Fayette Urban County Government 23-050	$0.000000	$454,400.00	$454,400.00

Extended Description:

Period of Performance
Effective Date: 11/30/2023
Expiration Date: 08/31/2026
Scope of Work: The Lexington - Fayette Urban County Government shall use grant funds for the purchase of a bomb squad mission response vehicle, IED/ EOD bomb suits, tactical x-ray generator, and related items for the Lexington Police Department Hazardous Devices Unit (HDU) as requested in grant application 23-050.

Licensing and registration fees are not allowable under the State Homeland Security Grant Program and will be the responsibility of Lexington - Fayette Urban County Government.

Any change to the scope of work must be approved by the Kentucky Office of Homeland Security Grant staff.

Shipping Information:	Billing Information:
Kentucky Office of Homeland Security 200 Mero Street	Kentucky Office of Homeland Security 200 Mero Street

Frankfort	KY	40622	Frankfort	KY	40622

TOTAL CONTRACT AMOUNT	**$454,400.00**

Modification #1
July 11, 2025
Original Contract Amount: $454,400. Amount of Increase/Decrease: $0.00
The purpose of this modification is to extend the Period of Performance from November 30, 2025 to August 31, 2026 to provide additional time for the manufacturer to assemble and delivery the bomb squad response vehicle.

Memorandum of Agreement Template
Revised September 2024

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, the Kentucky Office of Homeland Security ("the Commonwealth") and the Lexington Fayette Urban County Government ("the Contractor") to establish an agreement for pass-through federal grant funds. The initial MOA is effective from November 30, 2023 through ~~November 30, 2025~~ August 31, 2026.

Scope of Services: The Lexington - Fayette Urban County Government shall use grant funds for the purchase of a bomb squad mission response vehicle, IED/EOD bomb suits, tactical x-ray generator, and related items for the Lexington Police Department Hazardous Devices Unit (HDU) as requested in grant application 23-050.

Licensing and registration fees are not allowable under the State Homeland Security Grant Program and will be the responsibility of Lexington – Fayette Urban County Government.

Any change to the scope of work must be approved by the Kentucky Office of Homeland Security Grant staff.

Pricing: $454,400.00

FFY 2023 HOMELAND SECURITY GRANT PROGRAM

GRANT INFORMATION AND IDENTIFICATION

CFDA Number: 97.067

CFDA Title: Homeland Security Grant Program

Award Year: FFY 2023

Federal Agency: Department of Homeland Security/FEMA

Pass-Through Agency: Kentucky Office of Homeland Security

Kentucky Office of Homeland Security (KOHS) Terms and Conditions

KOHS Specific Acknowledgements and Assurances
All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing KOHS access to records, accounts, documents, information, facilities, and staff.
1. Sub-recipients must cooperate with any request by KOHS staff to inspect any resource acquired through the program.
2. Sub-recipients notify KOHS immediately of any degradation of capabilities or critical resources.
3. Sub-recipients must respond to all informational requests by KOHS staff in a timely manner.
4. Sub-recipients that submitted applications that included the sharing of resources must adhere to that agreement.

Change of Circumstances
Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this agreement.

Confidentiality
The Second Party agrees that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the Second Party by the First Party in the administration of this contract.

Data Collection/Analysis Limitations
No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this agreement.

Extensions and Amendments to this Agreement
The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of KOHS, the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee. The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311)
Any mutually agreed upon changes to the agreement must be approved, in writing, by KOHS prior to implementation or obligation and shall be incorporated in written amendments to this agreement. This procedure for changes to this approved agreement is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Liability and Indemnity
Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this agreement shall be determined according to applicable law.

Notices
Any notice, transmittal, approval, or other official communication made under this agreement shall be in writing and shall be delivered by hand, facsimile transmission, email, or by mail to the other party.

Severability
If any provision of this agreement is held judicially invalid, the remainder of the agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Sole Benefit
This agreement is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government, and is not intended to create any other beneficiaries.

Subcontractor Requirement
The Second Party agrees that all requirements of this agreement shall also be applicable and binding on any subcontractor the Second Party may contract with to meet the statement of work, method of payment, and deliverables of this agreement. All Second Party subcontractors are subject to First Party approval.

Successors and Assigns
This agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this agreement 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.

Waiver of Breach
If a party waives enforcement of any provision of this agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

IDENTIFICATION OF THE SUBJECT MATTER OF THE CONTRACT
Environmental Planning and Historic Preservation (EHP)
The Second Party acknowledges that any project considered to constitute groundbreaking, attachment of equipment to the interior or exterior of a building or structure, construction or renovation must receive prior approval from FEMA before any work or financial expenditures can be made.

Environmental Standards

The recipient will comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding.

The Second Party shall provide such information as may be requested by KOHS to ensure compliance with any applicable environmental laws and regulations. Second Party shall not undertake any construction project without the approval of First Party and DHS, as required by the grant guidance.

Intellectual Properties
The contractor agrees that any formulae, methodology, other reports and compilations of data provided by the First Party to the contractor for the purposes of meeting the terms and conditions of this agreement, or as developed, prepared or produced by the contractor for use by the First Party under the scope of services of this agreement shall be the exclusive property of the First Party. Any use of this material for purposes other than those specifically outlined and authorized by this agreement without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this agreement and possible criminal prosecution.

Kentucky Wireless Interoperability Executive Committee
Any portion of this agreement that involves data or voice communication equipment or projects, including data or voice interoperability equipment or projects shall be presented by the Second Party for action by the Kentucky Wireless Interoperability Executive Committee (KWIEC). Furthermore, it is a condition of this agreement that all recommendations of the KWIEC, will be accepted and implemented by the Second Party prior to the commencement of the project addressed in this agreement. A copy of the KWIEC decision will be provided to the First Party by the Second Party.

Mutual Aid and Interoperability Memorandum of Understanding
The Second Party and any other local entities receiving benefit from these grant funds must have a Mutual Aid Memorandum of Understanding with the Kentucky State Police.

NIMS Requirements
In accordance with HSPD-5, *Management of Domestic Incidents*, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.

Property Control
Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is issued solely for authorized purposes. Subrecipents should exercise caution in the use, maintenance, protection and preservation of such property.
Title: Subject to the obligations and conditions set for in 28 CFR Part 66, title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.
Use and disposition: Equipment shall be used by the subrecipeint in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subrecipent shall request, in writing, disposition instructions from KOHS prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to KOHS immediately.
Inventory: The Second Party must submit to the First Party an inventory of all equipment purchased with these federal funds. This inventory must include a description of the property, a serial number or other identification number, the source of the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property

was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
Annually, second party will submit all inventories to the KOHS via an online database or any other form or process deemed by the first party.

Equipment Marking
The Second Party agrees that, when practicable, equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security" in order to facilitate their own audit processes, as well as Federal audits and monitoring visits, which may result from receiving Federal funding. Additionally, any equipment purchased with funding under this agreement shall, when practicable, bear on it the logos of the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security.

Property Purchased by the First Party (KOHS)
Property purchased by the First Party for the purposes of fulfilling the requirements of the scope of services for this agreement, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of the First Party and shall remain the property of the First Party.

This grant will provide reimbursement funding to the Second party for the specific scope of work described in the Extended Description. Successful completion by the Second party shall include the deliverables as listed in the Extended Description.

CONSIDERATION AND CONDITIONS FOR PAYMENT
Availability of Federal Funds
This grant award is contingent upon availability of federal funds approved by Congress.
Consultant Rate
Approval of this agreement does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted and approved by the First Party and FEMA's National Preparedness Directorate prior to obligation or expenditure of such funds.

Earliest Date of Payment
No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695 (7). Payments on personal service contracts and memoranda of agreements 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.

Financial Management System
The Second Party agrees to establish and/or maintain a financial management system which shall provide for: Accurate, current, and complete disclosure of the financial results of the functions/services performed under this agreement in accordance with the reporting requirements as set forth in this agreement and attachment(s) thereto; Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, un-obligated balances, if applicable, assets, liabilities, expenditures and income; Effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this agreement; Procedures for determining reasonableness, and allowability of costs in accordance with the terms and conditions of this agreement and any attachment(s) thereto; and Accounting records that are supported by source documentation.

Interest Income
Grant funds not reimbursed immediately to a vendor, subcontractor, etc. must be placed in an interest bearing account. The applicant agrees to be accountable for all interest earned with respect to these grant funds. Interest earned by this grant during the project must be reported and returned to KOHS quarterly.
Procurement
The acquisition of goods and services by the Contractor in performance of this agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (2 CFR).

For the purpose of any Kentucky Office of Homeland Security (KOHS)-funded projects using FY-2023 funds the sub-recipient will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under $30,000 three (3) quotes will be obtained. For any equipment and/or services that exceeds $40,000 the provisions of KRS 45A will apply.

Disadvantaged Business Requirement
To the extent that the Second Party uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable. The Kentucky Procurement Technical Assistance (PTAC) may be available to post bid notifications or provide bid matching services with MBE/WBE businesses for Homeland Security Grant sub-recipients. Refer to www.kyptac.com or contact their office at (859)251-6019.

Program Income
The applicant agrees to be accountable for all interest or other income earned by the Second Party with respect to grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, rebates, etc.). All program income generated by this grant during the project must be reported to KOHS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from KOHS.

Reimbursement
The Second Party is required to sign this agreement with the Kentucky Office of Homeland Security to gain access to its allocated funds. No funds will be forwarded. The funds are allocated on a cost reimbursement basis. To receive reimbursement, the Second Party is required to provide the Kentucky Office of Homeland Security with copies of all obligation documents executed under this agreement and an inventory for equipment purchased. Reimbursement by the First Party to the Second Party shall not exceed the Total Amount as stated in the contractual agreement.

Contract Period
The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement 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.

Payments
Payments to Second Party:
Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely request for reimbursements. **All invoices must be dated between the effective date and expiration date of this agreement.** All reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds transfer.

Final Request for Reimbursements:
Final request for reimbursements must be submitted to the First Party no later than 45 days after the expiration of this agreement.

Transfer of Funds
The Second Party is prohibited from transferring funds between programs (State Homeland Security Grant Program, Law Enforcement Terrorism Prevention Program, Emergency Management Performance Grant, Interoperable Emergency Communications Grant Program, Emergency Operations Center Grant Program, or any other Federal Grant Program).

Vendor Verification
The Second Party must verify that the grant lead applicant/sub-recipient and any vendor providing services is not on the *Federal Excluded Parties Listing System* prior to any contracts funded by federal funds. This verification must be submitted with each reimbursement request to verify that the vendor is not debarred at the time of order. This information may be found at https://sam.gov/portal/SAM/##11. Reimbursement will not be made without this verification.

Closeout
The First Party will close out this award when it determines that all applicable administrative actions and all required work of the grant have been completed. Within 30 days after the expiration or termination of this agreement, the Second party must submit all financial, performance and other reports required as a condition of this grant.

Cooperation
It is specifically recognized by the Second Party that it is their duty to reasonably accommodate the informational requests of the First Party in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any federal or state regulations, statues and guidelines with respect to the grant rests with the Second Party and as such, will ensure that every effort is made to honor that compliance guidance.

Fusion Center
The Second Party agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

Required submissions: AARs and IPs (as applicable)

Exercise Evaluation and Improvement Reports
Any Second Party funded to provide exercises must report on any scheduled exercise and ensure that an After Action Report (AAR) and Improvements Plan (IP) are prepared for each exercise conducted with FEMA support (grant funds or direct support) and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise.

Financial and Compliance Audit Report
The Second Party agrees to submit each year, financial information on the total amount of federal funds expended. If the Second Party expends $750,000 or more in total federal grant money during the sub recipient's fiscal year, an annual audit will be performed and a copy provided to the Kentucky Office of Homeland Security no later than 30 days after receipt of the final audit report. 2 CFR part 200, subpart F Audit of the States, Local Governments, and Non-Profit Organizations.

The Second Party is required to submit the Single Audit Report to the Federal Audit Clearinghouse (FAC) https://harvester.census.gov/facweb/. The FAC operates on behalf of the Office of Management and Budget (OMB). Its primary purposes are to:

- # Distribute single audit reporting packages to federal agencies.
- # Support OMB oversight and assessment of federal award audit requirement.
- # Maintain a public database of completed audits.
- # Help auditors and auditees minimize the reporting burden of complying with Single Audit requirements.

Monitoring
The Second Party shall submit, at such times and in such form as may be prescribed, such reports as the First Party may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party. The Second Party agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Quarterly Reports
The Second Party agrees to submit within 30 days after the end of each calendar quarter a written report on all programmatic and financial activities. Quarterly reports will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party.

Open Records
Request for information under the Kentucky Open Records Act which may reasonably lead to the discovery of any information related to Homeland Security records as defined by KRS 61 may not be disclosed without the written approval of the KOHS Executive Director.

Performance Timeline
Upon request by the First Party, the Second Party will provide summaries of progress made to date on this agreement. Should the First Party find the performance unacceptable, the First Party shall provide written notification and may cancel the agreement immediately.

Retention of Records

Records must be retained for three years from the day that the Kentucky Office of Homeland Security submits its final expenditure report for the federal grant funding this project.

Approvals
This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement 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 agreement 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 agreement.
Entire Agreement
This document forms the entire agreement between the parties as to scope and subject matter in this agreement. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

2023 The Department of Homeland Security Standard Terms and Conditions

(DHS Standard Terms and Conditions Version 2-November 29, 2022)

The (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and their executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients as (as defined in 2 C.F.R. Part 200 including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time the award is made. Recipients should submit the completed tool, including supporting materials, to

CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. **Subrecipients are not required to complete and submit this tool to DHS.** The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights- evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions **I. Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds. **II. Activities Conducted Abroad** Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained. **III. *Age Discrimination Act of 1975*** Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. *Americans with Disabilities Act of 1990* Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources.

VI. *Civil Rights Act of 1964* – Title VI Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. *Civil Rights Act of 1968* Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title X Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. *False Claims Act* and Program Fraud Civil Remedies
Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 37293733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. ***Fly America Act of 1974*** Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. ***Hotel and Motel Fire Safety Act of 1990*** In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. § 2225.)

XIX. Limited English Proficiency (*Civil Rights Act of 1964*, Title VI) Recipients must comply with Title VI of the *Civil Rights Act of 1964,* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department-supportedorganizations-provide-meaningful- access-people-limited and additional resources on http://www.lep.gov.

XX. Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. ***National Environmental Policy Act*** Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*,Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.(NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans. **XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions. **XXIX. Reporting Subawards and Executive Compensation** Reporting of first tier subawards - Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

***XXXII. Trafficking Victims Protection Act of 2000* (TVPA)** Trafficking in Persons. Recipients must Comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXIII. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXIV. USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. **XXXV. Use of DHS Seal, Logo and Flags** Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for the activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

XXXVII Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXVIII John S. McCain National Defense Authorization Act Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXXIX Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project,but are not an integral part of the structure or permanently affixed to the infrastructure project. *Waivers*
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.
(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the NOFO for further information on the Buy America preference and waiver process. **XL.E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety** – Recipient State, Tribal., Local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

	Document Phase	Document Description	Page 16
2400000844	Draft	Lexington - Fayette Urban County Government 23-050	Total Pages: 24

MOA/PSC Exception Standard Terms and Conditions
Revised May 2025

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.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

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 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.

5.00 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.

6.00 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 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.

7.00 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

8.00 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.

9.00 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.

10.00 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.

11.00 Purchasing and specifications
This section does not apply to governmental or quasi-governmental entities.
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.

12.00 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.

13.00 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.

14.00 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "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).

15.00 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.

16.00 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.

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.

17.00 Nondiscrimination
The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates

of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

18.00 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 Phase	Document Description	Page 23
2400000844	Draft	Lexington - Fayette Urban County Government 23-050	Total Pages: 24

Second Party:

Linda Gorton
Signature

Mayor
Title

Linda Gorton
Printed Name

8/19/25
Date

First Party:

Signature

Executive Director
Title

Josiah Keats
Printed Name

Date

Approved as to form and legality.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0721-25

File ID:	0721-25	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	222-2025	**In Control:**	Urban County Council
				File Created:	08/01/2025
File Name:	Request Council authorization to accept an award of federal funds from Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., in the amount of $49,443.84 for provision of early childhood care and education services			**Final Action:**	08/14/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award from the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., which Grant funds are in the amount of $49,443.84 in Federal funds for the provision of early childhood care and education services under the Early Head Start Program at the Family Care Center for FY 2026, the acceptance of which obligates the Urban County Government to the expenditure of $12,360.96 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Notes: SAF in the CCO. REturned to CElia Moore 8/27/2025. MS

Sponsors:		**Enactment Date:**	08/14/2025
Attachments:	26-Blue Sheet Memo Early Head Start, BA 13856, 2025-2026 CAC-FCC Contract, RESO 0721-25 4899-4970-6076 v.1.docx, R-371-2025, Contract #222-2025	**Enactment Number:**	R-371-2025
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
2	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/14/2025		
2	Urban County Council	08/14/2025	Suspended Rules for Second Reading				Pass

2 Urban County Council 08/14/2025 Approved Pass

Text of Legislative File 0721-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award from the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., which Grant funds are in the amount of $49,443.84 in Federal funds for the provision of early childhood care and education services under the Early Head Start Program at the Family Care Center for FY 2026, the acceptance of which obligates the Urban County Government to the expenditure of $12,360.96 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Summary

Authorization to accept an award of federal funds from Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., in the amount of $49,443.84 for provision of early childhood care and education services under the Early Head Start Program at the Family Care Center for FY 2026. Local match required of $12,360.96. BA in progress. (L0721-25)(Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 7/11/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process

Account Number: 3190-606404-0001-XXXXX

This Fiscal Year Impact: $61,804.80

Annual Impact: $0

Project: HEAD_ST_2026

Activity: FED_GRANT

Budget Reference: 2026

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JULY 31, 2025**

SUBJECT: **Acceptance of Funds for Early Head Start Program at the Family Care Center**

Request: Council authorization to accept an award of federal funds from Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., in the amount of $49,443.84 for provision of early childhood care and education services under the Early Head Start Program at the Family Care Center for FY 2026. Local match required of $12,360.96.

Purpose of Request: Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., has offered the Lexington-Fayette Urban County Government Division of Family Services federal funds in the amount of $49,443.84 for support of early childhood care services beginning August 1, 2025. Services to be provided include early childhood education, health services, social services, and parent involvement as outlined in the Early Head Start Program Performance Standards.

The Early Head Start Program is administered by the U.S. Department of Health and Human Services, Administration for Children and Families with the objective of promoting school readiness by enhancing the social and cognitive development of low-income children. The program is authorized by the Head Start Act, as amended by the Improving Head Start for School Readiness Act of 2007, Public Law 110-134, 42 U.S.C 9801.

What is the cost in this budget year and future budget years? $49,443.84 awarded for Fiscal Year 2026. Local match required $12,360.96. Funds will be used to offset existing personnel and operating costs in the Family Care Center's Early Childhood Education Program. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0721-25

Director/Commissioner: Horton-Holt/Allen-Bryant

Requester: Willis,Desiree **Date:** 08/04/2025 **Status:** Pending Approval **Amend Nbr:** 13856

***Business Unit:** LFUCG ***Journal Date:** 08/04/2025 ***Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | First 1-8 of 8 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	606404	0001	63111	Civil Service Salaries	33,235.24	059240	059223	
2	3190	606404	0001	63511	Pension Contributions	6,550.67	059240	059223	
3	3190	606404	0001	63615	BP - UCG	3,223.53	059240	059223	
4	3190	606404	0001	63621	FICA	2,266.64	059240	059223	
5	3190	606404	0001	63622	Unemployment Insurance	14.62	059240	059223	
6	3190	606404	0001	63624	Medicare Expense	530.10	059240	059223	
7	3190	606404	0001	63625	Other Voluntary Benefits-UCG	100.00	059240	059223	
8	3190	606404	0001	75101	Operating Supplies and Expense	15,884.00	059240	059223	

Revenue Accounts

Personalize | Find | View All | First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	606404	0001	44010	Intergovernmental - Federal	49,443.84	059240	059223	
2	3190	606404	0001	45911	Transfer From General Service	12,360.96	059240	059223	

Project/Grant Revenue

Personalize | Find | View All | First 1 of 1 Last

Fund	Dept ID (WF)	Section	Account	Bud Ref	PC Bus Unit	Project	Activity	Amount	Division	Department	Journal ID

Project/Grant Expenditures

Comments:

To establish grant budget for HEAD_ST_2026

Net Amend Amt: 0.00

Save | Previous in List | Next in List | Add

INTERAGENCY AGREEMENT
EARLY HEAD START AND CHILD CARE ALLIANCE

This Agreement is made and entered into this 1st day of August, 2025, by and between **Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.** (hereinafter "CAC"), 710 West High Street, P. O. Box 11610, Lexington, KY 40576, and, **Lexington Fayette Urban County Government, through the Division of Family Services (Family Care Center),** 1135 Harry Sykes Way, Lexington, KY 40504 (hereinafter "Provider").

Whereas, CAC is a grantee under the Head Start Program administered by the U.S. Department of Health and Human Services, Administration for Children and Families, and is an authorized Early Head Start Program administrator,

Whereas, Provider is an early childcare provider licensed by the state of Kentucky,

Whereas, CAC and Provider desire to collaborate so as to render Head Start quality early childhood development to Provider's clients, now,

Therefore, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

Section 1. **TERM, RENEWAL AND TERMINATION:**

1. This Agreement shall be in effect beginning the 1st day of August, 2025 through and including the 31st day of July, 2026 ("Term"), unless terminated earlier as provided in this Agreement. During the Term of this agreement, Provider shall provide no less than 48 weeks annually with a minimum of 6.5 hours per day for 5 days a week. Designated Early Head Start hours shall be 8:00 a.m. until 2:30 p.m.

2. CAC and Provider will collaborate throughout the Term of this Agreement in order to ensure that the Early Head Start Program and Provider are in compliance with Community Action Council Child Development Procedures.

3. This Agreement will not automatically renew. CAC, at its election, may renew this Agreement by giving Provider written notice of its intention to renew for an additional one-year term. CAC shall provide notice of its intent to renew within thirty (30) days prior to the expiration of the Term, and pursuant to the notice provisions of this Agreement. Provider may elect to avoid renewal by providing CAC notice of intent not to renew 45 days prior to the expiration of the Term, and pursuant to the notice provisions of this Agreement.

4. CAC may terminate this Agreement without cause by giving thirty (30) days' written notice pursuant to the notice provisions of this Agreement. Provider may terminate this Agreement without cause pursuant to the notice provisions of this Agreement; provided however, that Provider continues to provide Early Head Start Program Initiatives for the remainder of the Term unless Head Start funding is to terminate prior to the end of the Program year or the Provider cannot continue to provide services.

5. Either party may terminate this Agreement for cause arising from a material breach of this Agreement. CAC may terminate this Agreement in the event that the Provider, or any of its principals, engages in conduct that is in violation of any law, regulation, ordinance or CAC policy; engages in conduct that is contrary to the mission and core values of CAC; and/or violates CAC's Child Development Procedures. Termination for cause shall be effective immediately upon receipt of written notice given pursuant to the notice provisions of this Agreement. The parties agree that implementation of the Community Action Council Child Development Procedures is material to this Agreement, as well as compliance with applicable laws, regulations, ordinances, and policies set forth by CAC, including any confidentiality and information security policies.

Section II. **PROVIDER'S OBLIGATIONS:**

1. Provider shall offer comprehensive full-day, full-year early childhood development programming for a maximum of **16** children whose families are determined by CAC to meet financial eligibility requirements and are enrolled in the Early Head Start Program by CAC; comprehensive services include early childhood education, health, behavioral intervention support, social care, and parent involvement. Provider is responsible for accommodating Early Head Start enrolled children with disabilities.

2. Provider will provide high-quality child-development programming in **3** classrooms that have been approved by CAC

for children enrolled in the Early Head Start Program. Any change in classroom space must be approved in writing by CAC prior to implementation

3. Provider shall offer the same comprehensive early childhood care and education programming for all other 0-3 years old in attendance at Provider's facility, including those children whose are not enrolled in the Early Head Start Program. Provider acknowledges that monetary payments from CAC will be based on the number of children assisted whose families are eligible for Early Head Start funding and are enrolled in the Early Head Start Program, and that Provider must obtain and allocate other financial resources to meet the cost of providing comprehensive services as set forth in this Agreement to children whose families are not eligible for Early Head Start Funding and/or are not enrolled in the Early Head Start Program.

4. Provider acknowledges that funding provided pursuant to this Agreement is provided to enhance the quality of Provider's care and educational programming and is not provided to enable Provider to divert its funds for other purposes. Provider agrees that funding levels for its care and education programming shall not be diminished, and that funding shall not be diverted for profit.

5. Provider agrees to make and procure acceptable and allocable non-federal contributions to the Early Head Start Program having a monetary value not less than twenty-five percent of the amount paid by CAC pursuant to this Agreement. Documentation evidencing the non-federal contribution shall be submitted to CAC monthly with the invoice for payment pursuant to this agreement. This documentation shall include the cover sheet and all other required documentation as specified in the Partner Training Materials provided to Provider by CAC. CAC will not process invoices for payments to providers without proper non-federal documentation. CAC will monitor to determine compliance with non-federal cost principles and ensure that the contribution is allowable, allocable, and reasonable. In the event of a dispute, CAC will make the final determination as to what is an allowable, allocable, and reasonable contribution.

6. Non-federal resources consist of "cash match" and "in-kind match." "Cash match" does not include funds received directly or indirectly from United States government sources; "cash match" does include the following, so long as it is not funded using federal funds: salary of staff, fringe benefits provided to those staff, staff travel to Early Head Start conferences and trainings, equipment, supplies, food provided, assistance such as health, dental, or behavioral health provided by outside contractors, training or other consultants providing assistance and education, space (value per square foot) and utilities provided, and cleaning. "In-kind match" includes the fair market value of donated supplies, products and offerings, including volunteers in the classroom or on activities such as field trips and products and offerings for which you pay less than fair market value (i.e., if a health provider provides health care at a discount rate, the difference between the amount charged and the customary rate is an "in-kind match"). "Cash match" and "in-kind match" funds shall be documented by Provider to show that no part of the funding was derived from or tied to federal funds.

7. Provider shall comply with the Community Action Council Child Development Procedures. Provider also agrees to maintain its accreditation and provide documentation of current accreditation status to CAC within 30 days of the execution of this agreement. If Provider currently has no accreditation, it agrees to work towards obtaining an accreditation demonstrating excellence in the field of Child Development or Early Childhood Education.

8. The Provider shall provide food to **all** children, which includes meals and snacks that provide at least 1/3 of each child's daily nutritional requirements. This food assistance shall conform to Community Action Council Child Development Procedures and USDA requirements. Provider shall provide to CAC verification of its certificate of participation in the USDA Child and Adult Care Food Program. Provider shall not require parents to provide any food items, including formula, during Early Head Start-designated hours of operation. Provider shall also provide free of charge meals to teachers working with Early Head Start enrolled children when meals are offered to said children.

9. Provider shall not require parents to provide diapers or wipes for Early Head Start enrolled children for use during designated Early Head Start hours.

10. Provider shall designate a contact person who shall be responsible for all communications and follow-up required by and/or resulting from the implementation of this Agreement. Provider shall provide to CAC the written contact information for this person within 10 days of the date of execution of this agreement.

11. Provider will collaborate with CAC on jointly developed procedures for the transition from Early Head Start to Early Head Start or the center's preschool classroom. The procedures will include timelines related to transition,

administration, staff development and involvement, family involvement, and child preparation.

12. Provider will provide educationally relevant occupational, physical and speech therapies that may be required by each child's Individual Education Program. Based on outcomes and screenings, Provider will provide developmental and psycho-educational evaluations as needed. The Behavioral Health Specialists for CAC will monitor children who are provided therapy or evaluations in order to ensure that Provider is implementing each child's Individual Family Service Plan goals and objectives.

13. Provider will share diagnostic and assessment information with CAC for children assisted. Provider shall enter this information into CAC's ChildPlus system, ensuring that all access to this information is secured by generally accepted security measures, including password protection or key and lock. Provider shall conform to the confidentiality provisions as described in Section V(6) of this agreement, and shall be responsible for any costs and mitigation measures related to a data breach of this information by Provider or its employees.

14. Provider agrees to collaborate with CAC to ensure that all staff assisting children enrolled in the Early Head Start Program are compliant with required certifications, trainings, updates, and ongoing professional development, as identified in this Agreement. CAC reserves the right to update these requirements.

15. Provider agrees to keep and maintain adequate, legible, genuine, current and complete records of assistant provided under the terms of this Agreement, to make available all such records to CAC or its designated representatives, and to scan and enter pertinent information into the ChildPlus System. The required records shall include, but are not limited to, the following categories and/or documents:

    a) Enrollment records that include verification of family income and any other verification required for determining eligibility for Early Head Start funding. Such verification must meet criteria established by the Administration for Children and Families;
    b) In collaboration with the parents and as quickly as possible, but no later than 90 calendar days, ensure enrolled children have continuous accessible health care, dental exams and physical exams;
    c) Ensure children receive necessary dental follow-up and treatment;
    d) Ensure that all required medical consent forms are accurately completed and filled out upon the child's enrollment;
    e) Attendance records showing the dates each child attended Provider's facility;
    f) Provider agrees to enter attendance daily into Child Plus System;
    g) Separate financial records tracking receipt and expenditure of funds provided by CAC;
    h) When, in the absence of a CAC representative, Provider staff observes a reportable outcome or indicator in child and family goals, Provider is responsible for reporting outcomes and indicators in child and family goals into ChildPlus System, Teaching Strategies.com and any appropriate anecdotal reports;
    i) Supporting documentation evidencing that at least 25 percent of provider's funds are derived from non-federal resources and that said documentation will be made available for on-site inspection by CAC's auditors.
    j) Proof of certification of USDA Child and Adult Care Food Program participations;
    k) Documentation providing proof of reimbursement and monitoring results from USDA;
    l) Proof of accreditation;
    m) Proof of developmental and behavioral health screenings;
    n) Proof of ongoing assessments of enrolled Early Head Start Program children;
    o) Proof of individualized curricula.

16. Provider shall contact families to ensure children are safe when they do not arrive at school. If a child is unexpectedly absent and a parent has not contacted the program within one hours of program start time, provider must attempt to contact the parent to ensure the child's well-being. This can be completed utilizing the ChildPlus alert system.

17. Provider shall conduct developmental and behavorial health screenings of each child enrolled in the Early Head Start Program within 45 days of the child's entry into the Early Head Start Program. Said screenings shall conform to the requirements of the Community Action Council Child Development Procedures.

18. Provider shall conduct a minimum of three (3) assessments per year of each child's development throughout the child's enrollment in the Early Head Start Program, as required by Community Action Council Child Development Procedures or as mutually agreed upon by the Parties.

19. Provider shall ensure that all curricula is individualized to the developmental requirements of each enrolled child, as required by Community Action Council Child Development Procedures.

20. Provider shall allow professionals general classroom observations on each classroom one time per year, or more if needed based upon the professional's recommendation.

21. Provider shall work closely with CAC in order to schedule medical providers at Provider's location (where applicable) for the Early Head Start enrolled children; and Provider further agrees that there will be no changes to the schedule unless inclement weather occurs or changes are needed by the medical provider.

22. Provider shall assist CAC in conducting the Infant Toddler Environment Rating Scale (ITERS) on each Early Head Start classroom and submit a completed copy to CAC according to the timeline set forth by CAC. If Provider's score is below a 5.0, an action plan must be submitted and an additional Infant-Toddler Environment Rating Scale completed per timeline.

23. Provider shall train its teachers to implement, and its teachers shall implement, the Community Action Council Child Development Procedures and philosophy appropriate to the age of each child for whom Provider offers early child hood programming. The Community Action Council Child Development Procedures may be augmented, but shall not be supplanted, with other developmentally appropriate curricula and materials.

24. Provider shall ensure that all Early Head Start classes are staffed by two paid teachers, and whenever possible, a volunteer. During Early Head Start designated hours of operation, Provider shall ensure that two paid teachers are present in each Early Head Start classroom at all times. Provider shall ensure that Early Head Start classrooms have paid floating staff members to assist in classroom coverage.

25. Provider shall ensure that all teaching staff who work with Early Head Start children complete the Teaching Strategies GOLD assessment and obtain their Inter-rater reliability certification from the Teaching Strategies GOLD website. Provider must keep on file documentation of each teacher's certification and submit to CAC copies of said documentation within 90 days of the date of execution of this Agreement.

26. Provider agrees to use and implement a curriculum that complies with the Community Action Council Child Development Procedures or a mutually agreed upon curriculum. Provider shall provide to CAC at the time of execution of this Agreement a statement identifying the curriculum that meets this criteria, and Provider shall give CAC written notice, at least thirty days in advance, of any material changes in the curriculum or program that will affect the quality, extent, timeliness, or frequency of early childhood development programming under the terms of this Agreement. Provider agrees that no such changes shall be implemented without the prior written consent of CAC. CAC is not required to make payment for early childhood development programming unless CAC has given written approval of such changes.

27. Provider may not use the Early Head Start logo in its literature, signage, and advertisements. All public communications that refer to Early Head Start or Community Action Council must be approved by CAC. Upon the termination of this Agreement, Provider shall remove and discontinue use of the Early Head Start logo and any reference to an affiliation, past, present, or future, with Early Head Start.

28. Provider shall comply with all laws and regulations of the federal, state and local governments having general application to Provider's performance under this Agreement. In particular, Provider shall comply with:

    a) The provisions of the *Civil Rights Act of 1964* (as amended) (42 USC §2000d) and the regulations of the Department of Health and Human Services (45 CFR Part 80).
    b) The provisions of federal *Executive Order No. 11246* of September 24, 1965, and as amended by *Executive Order 11375*, pertaining to Equal Employment Opportunity and the rules, regulations and relevant orders of the Secretary of Labor pertaining to federal *Executive Order No. 11246, including those at 41 CFR* Chapter 60;
    c) Section 504 of the *Rehabilitation Act of 1973* (29 USC §794) relating to services to the handicapped and the regulations at 24 CFR Part 8;
    d) The *Age Discrimination Act of 1975* (42 USC §6101-07) and regulations at 24 CFR Part 146;
    e) Title IX of the *Educational Amendments Act of 1972*;
    f) The *Americans With Disabilities Act of 1990*;
    g) The human rights ordinances of the Lexington-Fayette Urban County Government, including Ordinance

201-99;

h) In accordance with the foregoing statutes, rules, regulations and order, and in accordance with CAC's non-discrimination policies, Provider agrees that it shall not discriminate either in the provision of services to clients or in employment practices on the basis of race, color, religion, national origin, sex, age, handicap status, marital status, sexual orientation, or political affiliation;
i) The regulations implementing the *Drug-Free Workplace Act of 1988* as set out in 45 CFR Part 76, Subpart F;
j) The *Pro-Children Act of 1994* requiring a smoke-free environment for children;
k) The *Early Head Start Program Performance Standards* (45 CFR 1304);
l) The Early Head Start Act as amended in December 2007;
m) The Licensing Regulations for Child Day Care Centers as established by the Division of Regulated Childcare of the Cabinet of Health and Family Services, Commonwealth of Kentucky;
n) The provisions of the *Individuals with Disabilities Education Act* (IDEA) and the *Early Head Start Performance Standards* in serving children with disabilities and their families; and Provider shall fully financially support all therapeutic services through payments issued to the Provider by CAC.
o) The applicable standards, orders, or regulations issued pursuant to the *Clean Air Act* (42 U.S.C. 1251-1387). Any violations of this Act must be reported to the Office of Early Head Start and the Regional Office of the Environmental Protection Agency (EPA).

All citations to statutes, ordinances and regulations shall include any amendments made thereto subsequent to the execution of this Agreement. **Failure to comply with the foregoing laws, regulations, ordinances and policies will be considered cause for termination of this Agreement.**

29. Provider shall make its staff available at mutually agreed times to meet with CAC's staff to discuss each child's progress and the overall requirements of the program. Provider shall make its staff available for training at mutually agreed times and places.

30. Provider shall make its staff available to participate in all reviews requested by CAC's funding sources. Provider understands and acknowledges that the Administration of Families and Children Office and the Office of Head Start requires all Early Head Start Programs to remain accessible for monitoring at any time, including but not limited to monitoring of classrooms, facilities, staff, and records, with little or no advance notice. As CAC is aware of said monitoring, it will provide notice to Provider, but Provider acknowledges that funding source monitoring may be unannounced.

31. Provider shall complete any and all forms required by CAC.

32. Provider shall identify all non-consumable equipment and supplies purchased with CAC funds or funds paid to Provider pursuant to this Agreement. Said equipment and supplies are and shall remain the property of CAC or its funding source, and said equipment and supplies shall be returned in good condition, ordinary wear and tear excepted, to CAC upon termination of this Agreement. In the case of equipment affixed to the realty, said equipment shall remain the property of CAC or its funding source unless and until the parties and the funding source agree to a sale of equipment to the Provider at a price to be determined. If Provider terminates this agreement, Provider will be responsible for the costs to remove and move playground equipment to a location determined by CAC. Provider shall create and maintain an inventory of any non- consumable equipment and supplies purchased during the terms of this Agreement and shall provide said inventory to CAC within 30 days of the end of the program year. CAC reserves the right to inspect the inventory at any time during the Term of this Agreement upon reasonable notice to Provider.

33. Provider shall ensure the following standards of conduct: staff must never use corporal punishment, use isolation to discipline a child, bind or tie a child to restrict movement, tape a child's mouth, use or withhold food as punishment or reward, use toilet learning, training methods that punish, demean, or humiliate a child, use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child, physical abuse of a child, any form of verbal abuse including profane, sarcastic language, threats, or derogatory remarks about a child or a child's family, or use physical activity or outdoor time as a punishment or reward.

34. If abuse of any child is suspected, Provider shall report same in compliance with applicable state law. Provider shall notify CAC, in writing, of all actions taken by Provider or by others within Provider's knowledge. Within 30 days of the date of execution of this agreement, Provider shall sign a Code of Conduct outlining specific procedures and protocol Provider shall take in the event child abuse is suspected. Any violation of this Code of Conduct shall be considered a material breach of this agreement.

35. Provider agrees to obtain from each child's parent or guardian an authorization to release information to CAC's staff. Provider agrees to maintain confidentiality as mandated by federal, state or local statutes, and CAC's confidentiality policies (see Section V, #6 below).

36. Provider shall obtain and maintain on file evidence of the following staff qualifications for each Early Head Start Program teacher: State and Federal Criminal Records Check including fingerprints, Child Abuse and Neglect Check, Sex Offender Check, annual performance appraisals and professional development plans, confidentiality certification, CPR and First Aid certifications, Pedestrian Safety and Evacuation Drills, results of negative tuberculosis skin test, 15 hours of annual professional development, Pediatric Abuse and Head Trauma, physicals, blood borne pathogens, annual Child Abuse and Neglect training, and food handler's permit for each employee in accordance with the applicable statutes of the Commonwealth of Kentucky. Provider shall ensure and maintain on file documentation that each teacher working with Early Head Start enrolled children has, at a minimum, an Infant Toddler Child Development Associate credential. Each staff working with Early Head Start enrolled children shall apply for an Infant Toddler Child Development Associate credential within 60 days of the date of this Agreement and shall obtain said certification within 90 days of the date of the date of this Agreement. **Provider shall submit to CAC copies of these documents within 30 days of the date of execution of this Agreement. Provider shall also submit any updates to these documents, including any new certifications or renewals of certifications, to CAC within 30 days of any new certification, renewal, or update. Provider must notify CAC and receive prior approval before assigning a different teacher in a CAC approved classroom. All background clearances must be renewed every five years.**

37. Provider further agrees to execute and to comply with the terms and conditions of the Certification Regarding Lobbying attached to this Agreement.

38. Provider shall not promote or denigrate, or allow others to promote or denigrate, any religion as part of, or incident to, its early childhood care and education services.

39. **Transportation is not included as part of this Agreement. Provider shall not transport Early Head Start Children without prior written permission from CAC authorizing Provider to transport Early Head Start Children.** Should transportation be approved in the future, Provider must provide documentation to CAC of its compliance with the transportation requirements of Community Action Council Child Procedures, if applicable, including but not limited to, evidence of its compliance with requirements of school buses or allowable alternate vehicles that are equipped for use of height and weight appropriate child restraint systems with a reverse beeper; implementation of procedures for a thorough safety inspection of each vehicle on at least an annual basis through an inspection program licensed or operated by the State; systematic preventative maintenance on vehicles and daily pre-trip inspection of the vehicles by the driver; proof of a valid Commercial Driver's License for vehicles in the same class as the vehicle the driver will be operating; proof that any physical, mental and other requirements established under applicable law or regulation are met; a driver's record check; a medical examination of drivers; driver and bus monitor training; trip routing; safety education; and compliance with any special requirements for children with disabilities.

40. Provider agrees to encourage parent participation on CAC's Early Head Start Policy Council and attendance at monthly Parent Meetings by instructing class teachers to advertise Policy Council opportunities and Parent Meetings at all parent/teacher conferences and through other appropriate communications.

41. Provider agrees to assist CAC in its annual health and safety screening of the Early Head Start Program. Provider also agrees to conduct its own monthly health and safety screenings of the Early Head Start Program using the guidance of CAC. If any health and safety noncompliant findings arise during any of the screenings, or at any other time, Provider shall correct each noncompliant finding within 24 hours of the date and time the noncompliant finding was identified.

42. Provider agrees to participate in a minimum of 3 (three) CAC events per year, including but not limited to community events, family engagement events, or fundraising events, and Provider shall also encourage parents and families of Early Head Start enrolled children to attend CAC events.

43. Provider agrees to attend monthly partnership meetings with CAC at dates and times scheduled by CAC.

44. Provider agrees to designate workspace in Provider's facilities for use by CAC staff. This space shall be provided to CAC staff at no extra cost to CAC, and Provider shall ensure that CAC staff members have access to Provider's facilities.

45. Provider shall be responsible for the proper maintenance of all financial records for review by CAC. Records shall be maintained on financial software that is mutually agreed upon by Provider and CAC with assistance provided by CAC and a hard copy back up of expense documentation retained for a period of no less than five years. It is the Provider's responsibility to provide documentation demonstrating that there has been no supplanting of funds and that funds received through the Early Head Start program are utilized for the benefit of the children enrolled. Invoices will be paid only after the prior month's financial reporting has been received by CAC's Fiscal Department.

Acceptable expenditures for Early Head Start enrolled children, subject to approval by CAC, include but are not limited to: health and wellness screenings, improvement of staff qualifications, health and safety ongoing maintenance of the child's environment, hiring of additional qualified staff in order to meet CAC's ratio standards, increase of pay of staff commensurate with meeting additional expectations, outside training of staff, the purchase of new supplies to meet program objectives, assuming the cost of teacher and staff lunches to implement family style dining etc.

46. Provider shall be required to provide Non-Traditional Instruction ("NTI") and/or distance learning to each child enrolled in the Early Head Start program in the event that schools close. As part of the NTI and/or distance learning, Provider shall document all virtual learning activities, efforts or interactions with each child in ChildPlus. A failure to provide adequate NTI and/or distance learning and document the virtual learning activities shall be considered a breach of this Agreement and grounds for termination for cause.

Section III. **CAC'S OBLIGATIONS:**

1. CAC shall designate a representative to advise Provider and its staff as to the implementation, augmentation, and compliance with the Community Action Council Child Development Procedures and assessment of program performance.

2. CAC shall monitor and ensure that enrollment criteria and performance standards are met for eligible Early Head Start children in accordance with Early Head Start Program Performance Standards and Selection Criteria.

3. CAC shall give Provider written notice within thirty days of any changes to the CAC *Early Childhood Curriculum* and the Community Action Council Child Development Procedures.

4. CAC shall assist Provider to meet Community Action Council Child Development Procedures by providing resources or directing Provider to such resources.

5. CAC will provide professional development for necessary trainings and updates according to the CAC Training and Technical Assistance Plan.

6. CAC shall assist Provider in meeting CAC financial reporting responsibilities by providing intelligible forms and assistance in defining and identifying non-federal resources. CAC and Provider shall agree upon financial software that will be implemented by Provider, and if possible, CAC shall provide training on that software.

7. CAC shall pay to Provider the sum of **$257.52** per month per child who is enrolled in the Early Head Start Program, as follows: **$4,120.32** per month providing that enrollment of children is maintained at **100%** of **16** and attendance is maintained at **85%** of **16**, upon receipt of proper financial, enrollment, and attendance documentation, no significant issue of on-site records and data reviews by CAC staff. CAC retains the authority to adjust slot allocations as per the terms of the received grant agreement. Enrollment vacancies must be filled within thirty days. Invoices will be paid only after the prior month's financial reporting has been received by CAC's Fiscal Department and documentation demonstrates that there has been no supplanting of funds and that funds received through the Early Head Start programs are utilized for the benefit of the children enrolled.

8. CAC, at CAC's cost, shall reference Provider as an Early Head Start participant in CAC's literature, advertisements, reports and telephone listings.

9. CAC shall provide an Early Head Start Compliance Officer and Head Start Pathway Specialists to assist Provider in meeting and exceeding the Community Action Council Child Development Procedures.

Section IV. **INVOICING, PAYMENT & REPORTING:**

1. Provider shall invoice and shall receive payment only for programming and clients authorized in writing by CAC pursuant to this Agreement.

2. Provider shall, **by the 15th day of each calendar month**, submit an invoice along with attendance, in-kind reporting, and other required reports to CAC on forms approved by CAC.

3. Within thirty days after receipt of the invoice and reports, provided same are submitted as required herein, CAC shall issue a check to Provider for services rendered.

4. CAC shall withhold payment to Provider for any enrolled child whose health records are absent or not current as required under the Community Action Council Child Development Procedures.

5. CAC shall withhold payment of invoices to the provider if the provider is non-compliant with the terms of this agreement. Once the provider is compliant with the terms of this agreement, payment shall be issued.

Section V. **MISCELLANEOUS:**

1. *Notices*: Any written notice required by this Agreement shall be sent by certified mail, return receipt requested, first class postage prepaid, or other such acknowledged delivery, and shall be effective upon receipt. Notices to CAC shall be delivered to: Mrs. Sharon Price, Executive Director, Community Action Council, 710 West High Street, P. O. Box 11610, Lexington, KY 40576. Notices to Provider shall be delivered to: Lexington Fayette Urban County Government, through the Division of Family Services (Family Care Center), 1135 Harry Sykes Way, Lexington, KY 40504.

2. *Insurance and Indemnity*:
   a) The parties understand that the Provider is self-insured and therefore nothing in this Agreement shall be constructed as to require the Provider to obtain insurance.
   b) To the extent allowable by law, and without waiving any defense to sovereign immunity, Provider assumes full responsibility for acts of negligence or omissions of all its employees or agents and for those of its subcontractors and their employees. In addition, to the extent allowable by law, and without waiving any defense to sovereign immunity, Provider agrees to indemnify and hold harmless CAC and its employees and agents from and against all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of any acts, omissions or negligence which may result in damage, including property damage, bodily injury, illness or death caused by Provider, its employees or by others for whose acts the Provider or its agents may be liable. Provider shall provide CAC with a copy of its current certificate of liability insurance (whether one or more policies) for any acts of omission, error and negligence.

3. *Amendment*: This Agreement may be amended only in writing signed or acknowledged by each party.

4. *No Assignment:* No assignment of this Agreement, in whole or in part, shall be made without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.

5. *Independent Contractor:* This agreement shall not create a partnership, joint venture, or create a master-servant relationship between Provider, its employees or agents, and CAC. Provider and CAC shall at all times remain independent contractors. Each party assumes all responsibility for its employee's compensation and benefits, tax withholding and payment, and general liability, workers compensation and unemployment insurances and premiums. Neither party shall have no authority to bind or make commitments on behalf of the other for any purpose whatsoever and shall not hold itself out as having such authority.

6. *Confidentiality:*
   a) "Confidential Information," as used in this and other Agreement documents, is all information regarding participants obtained by Provider or the Council, their agents and employees.
   b) Both parties agree that any anecdotal report, compilation or summary of confidential information shall not be itself confidential information if individuals and households are not identifiable by name, social security number, street address, employer or any other means, and if anecdotal reports use fictitious identifiers.
   c) Both parties agree that all confidential information shall be restricted to the use of only those employees and agents necessary to affect the purpose of this Agreement and for no other purposes. No other employers, agents, or entities shall have access to confidential information, and neither party shall not give, sell or otherwise allow access to confidential information to any individual, firm, partnership, corporation, agency,

or other entity.

d) Both parties agree that all confidential information which is not necessary to affect the purpose of this contract shall be returned to the Council, destroyed, rendered unusable, or otherwise purged from Provider's records.

e) Both parties acknowledge that the Council will act in reliance upon the confidentiality provisions of the Agreement in allowing Provider access to confidential information or in furnishing confidential information to Provider.

7. *Remedies*: In the event either party breaches any material provision of this Agreement, or either party terminates this Agreement for cause, the other party shall be entitled to any and all rights or remedies provided by law, equity, statute, or any agreement between the parties or otherwise, not including the recovery of attorney fees.

8. *State Law Governing Agreement; Consent to Jurisdiction*: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its principles of conflicts of laws. The site of any legal actions between the parties shall be held in state and/or federal court in Lexington, Fayette County, Kentucky.

9. *Authority:* The individuals executing this contract warrant that each is duly authorized to enter into this agreement on behalf of their respective entities.

10. *Entire Agreement:* This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

Provider must submit proof of the following documentation to CAC prior to execution of the Agreement: 1) Building Occupancy Permit; 2) STARS Certification; 3) License to Operate a Child Development Center; 4) Current Fire Marshall Inspection; 5) Required Criminal Record Checks a previously stated.

***For*: COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON HARRISON AND NICHOLAS COUNTIES, INC.**

Jessica Coffie, Head Start Director — Date: 4/30/25

Sharon Price, Executive Director — Date: 7/2/25

Steven Gravitt, Chief Financial Officer — Date: 4.30.25

***For*: Lexington-Fayette Urban Government**

Authorized Representative — Date

ADMINISTRATION FOR CHILDREN & FAMILIES

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

_____

Title

_____

Organization

_____

https://www.acf.hhs.gov/grants/certification-regarding-lobbying

Office of the Executive Director

PO Box 11610 Lexington, Kentucky 40576
859-244-2212 Fax: 859-244-2219
Sharon.price@commaction.org

MEMORANDUM

DATE: June 24, 2025

TO: Kimberly Baird, Chairperson (via email)

FROM: Sharon Price, Executive Director

COPY: Strategic Leadership Group (via email)
John Catron (via email)
Steve Amato (via email)
Fiscal (via email)
Front Desk – 710 (via email)

RE: June 30- July 7, 2025

John Catron, Director of Property Development and Transportation, is authorized to exercise the functions and authority of the Executive Director as established by the Board of Directors and in the best interests of Community Action Council on June 30-July 7, 2025.

Copies of this memorandum should be attached to any funding source reports, contracts or other documents that have a legal character to confirm that she has been authorized to act on my behalf.

Sharon Price, M.S., CCAP
Executive Director
Community Action Council
P.O. Box 11610
Lexington, KY 40576
Office: 859-244-2213
Fax: 859-244-2219
Sharon.price@commaction.org

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FROM THE COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC., WHICH GRANT FUNDS ARE IN THE AMOUNT OF $49,443.84 IN FEDERAL FUNDS FOR THE PROVISION OF EARLY CHILDHOOD CARE AND EDUCATION SERVICES UNDER THE EARLY HEAD START PROGRAM AT THE FAMILY CARE CENTER FOR FY 2026, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $12,360.96 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 accept a grant from the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., which grant funds are in the amount of $49,443.84 in federal funds for the provision of early childhood care and education services under the Early Head Start Program at the Family Care Center for FY 2026, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of $12,360.96 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 established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0721-25:WDR:4899-4970-6076, v. 1

RESOLUTION NO. 371 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FROM THE COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC., WHICH GRANT FUNDS ARE IN THE AMOUNT OF $49,443.84 IN FEDERAL FUNDS FOR THE PROVISION OF EARLY CHILDHOOD CARE AND EDUCATION SERVICES UNDER THE EARLY HEAD START PROGRAM AT THE FAMILY CARE CENTER FOR FY 2026, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $12,360.96 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 accept a grant from the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., which grant funds are in the amount of $49,443.84 in federal funds for the provision of early childhood care and education services under the Early Head Start Program at the Family Care Center for FY 2026, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of $12,360.96 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 established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: August 14, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0721-25:WDR:4899-4970-6076, v. 1

INTERAGENCY AGREEMENT
EARLY HEAD START AND CHILD CARE ALLIANCE

This Agreement is made and entered into this 1st day of August, 2025, by and between **Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.** (hereinafter "CAC"), 710 West High Street, P. O. Box 11610, Lexington, KY 40576, and, **Lexington Fayette Urban County Government, through the Division of Family Services (Family Care Center),** 1135 Harry Sykes Way, Lexington, KY 40504 (hereinafter "Provider").

Whereas, CAC is a grantee under the Head Start Program administered by the U.S. Department of Health and Human Services, Administration for Children and Families, and is an authorized Early Head Start Program administrator,

Whereas, Provider is an early childcare provider licensed by the state of Kentucky,

Whereas, CAC and Provider desire to collaborate so as to render Head Start quality early childhood development to Provider's clients, now,

Therefore, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

Section 1. **TERM, RENEWAL AND TERMINATION:**

1. This Agreement shall be in effect beginning the 1st day of August, 2025 through and including the 31st day of July, 2026 ("Term"), unless terminated earlier as provided in this Agreement. During the Term of this agreement, Provider shall provide no less than 48 weeks annually with a minimum of 6.5 hours per day for 5 days a week. Designated Early Head Start hours shall be 8:00 a.m. until 2:30 p.m.

2. CAC and Provider will collaborate throughout the Term of this Agreement in order to ensure that the Early Head Start Program and Provider are in compliance with Community Action Council Child Development Procedures.

3. This Agreement will not automatically renew. CAC, at its election, may renew this Agreement by giving Provider written notice of its intention to renew for an additional one-year term. CAC shall provide notice of its intent to renew within thirty (30) days prior to the expiration of the Term, and pursuant to the notice provisions of this Agreement. Provider may elect to avoid renewal by providing CAC notice of intent not to renew 45 days prior to the expiration of the Term, and pursuant to the notice provisions of this Agreement.

4. CAC may terminate this Agreement without cause by giving thirty (30) days' written notice pursuant to the notice provisions of this Agreement. Provider may terminate this Agreement without cause pursuant to the notice provisions of this Agreement; provided however, that Provider continues to provide Early Head Start Program Initiatives for the remainder of the Term unless Head Start funding is to terminate prior to the end of the Program year or the Provider cannot continue to provide services.

5. Either party may terminate this Agreement for cause arising from a material breach of this Agreement. CAC may terminate this Agreement in the event that the Provider, or any of its principals, engages in conduct that is in violation of any law, regulation, ordinance or CAC policy; engages in conduct that is contrary to the mission and core values of CAC; and/or violates CAC's Child Development Procedures. Termination for cause shall be effective immediately upon receipt of written notice given pursuant to the notice provisions of this Agreement. The parties agree that implementation of the Community Action Council Child Development Procedures is material to this Agreement, as well as compliance with applicable laws, regulations, ordinances, and policies set forth by CAC, including any confidentiality and information security policies.

Section II. **PROVIDER'S OBLIGATIONS:**

1. Provider shall offer comprehensive full-day, full-year early childhood development programming for a maximum of **16** children whose families are determined by CAC to meet financial eligibility requirements and are enrolled in the Early Head Start Program by CAC; comprehensive services include early childhood education, health, behavioral intervention support, social care, and parent involvement. Provider is responsible for accommodating Early Head Start enrolled children with disabilities.

2. Provider will provide high-quality child-development programming in **3** classrooms that have been approved by CAC

for children enrolled in the Early Head Start Program. Any change in classroom space must be approved in writing by CAC prior to implementation

3. Provider shall offer the same comprehensive early childhood care and education programming for all other 0-3 years old in attendance at Provider's facility, including those children whose are not enrolled in the Early Head Start Program. Provider acknowledges that monetary payments from CAC will be based on the number of children assisted whose families are eligible for Early Head Start funding and are enrolled in the Early Head Start Program, and that Provider must obtain and allocate other financial resources to meet the cost of providing comprehensive services as set forth in this Agreement to children whose families are not eligible for Early Head Start Funding and/or are not enrolled in the Early Head Start Program.

4. Provider acknowledges that funding provided pursuant to this Agreement is provided to enhance the quality of Provider's care and educational programming and is not provided to enable Provider to divert its funds for other purposes. Provider agrees that funding levels for its care and education programming shall not be diminished, and that funding shall not be diverted for profit.

5. Provider agrees to make and procure acceptable and allocable non-federal contributions to the Early Head Start Program having a monetary value not less than twenty-five percent of the amount paid by CAC pursuant to this Agreement. Documentation evidencing the non-federal contribution shall be submitted to CAC monthly with the invoice for payment pursuant to this agreement. This documentation shall include the cover sheet and all other required documentation as specified in the Partner Training Materials provided to Provider by CAC. CAC will not process invoices for payments to providers without proper non-federal documentation. CAC will monitor to determine compliance with non-federal cost principles and ensure that the contribution is allowable, allocable, and reasonable. In the event of a dispute, CAC will make the final determination as to what is an allowable, allocable, and reasonable contribution.

6. Non-federal resources consist of "cash match" and "in-kind match." "Cash match" does not include funds received directly or indirectly from United States government sources; "cash match" does include the following, so long as it is not funded using federal funds: salary of staff, fringe benefits provided to those staff, staff travel to Early Head Start conferences and trainings, equipment, supplies, food provided, assistance such as health, dental, or behavioral health provided by outside contractors, training or other consultants providing assistance and education, space (value per square foot) and utilities provided, and cleaning. "In-kind match" includes the fair market value of donated supplies, products and offerings, including volunteers in the classroom or on activities such as field trips and products and offerings for which you pay less than fair market value (i.e., if a health provider provides health care at a discount rate, the difference between the amount charged and the customary rate is an "in-kind match"). "Cash match" and "in-kind match" funds shall be documented by Provider to show that no part of the funding was derived from or tied to federal funds.

7. Provider shall comply with the Community Action Council Child Development Procedures. Provider also agrees to maintain its accreditation and provide documentation of current accreditation status to CAC within 30 days of the execution of this agreement. If Provider currently has no accreditation, it agrees to work towards obtaining an accreditation demonstrating excellence in the field of Child Development or Early Childhood Education.

8. The Provider shall provide food to **all** children, which includes meals and snacks that provide at least 1/3 of each child's daily nutritional requirements. This food assistance shall conform to Community Action Council Child Development Procedures and USDA requirements. Provider shall provide to CAC verification of its certificate of participation in the USDA Child and Adult Care Food Program. Provider shall not require parents to provide any food items, including formula, during Early Head Start-designated hours of operation. Provider shall also provide free of charge meals to teachers working with Early Head Start enrolled children when meals are offered to said children.

9. Provider shall not require parents to provide diapers or wipes for Early Head Start enrolled children for use during designated Early Head Start hours.

10. Provider shall designate a contact person who shall be responsible for all communications and follow-up required by and/or resulting from the implementation of this Agreement. Provider shall provide to CAC the written contact information for this person within 10 days of the date of execution of this agreement.

11. Provider will collaborate with CAC on jointly developed procedures for the transition from Early Head Start to Early Head Start or the center's preschool classroom. The procedures will include timelines related to transition,

administration, staff development and involvement, family involvement, and child preparation.

12. Provider will provide educationally relevant occupational, physical and speech therapies that may be required by each child's Individual Education Program. Based on outcomes and screenings, Provider will provide developmental and psycho-educational evaluations as needed. The Behavioral Health Specialists for CAC will monitor children who are provided therapy or evaluations in order to ensure that Provider is implementing each child's Individual Family Service Plan goals and objectives.

13. Provider will share diagnostic and assessment information with CAC for children assisted. Provider shall enter this information into CAC's ChildPlus system, ensuring that all access to this information is secured by generally accepted security measures, including password protection or key and lock. Provider shall conform to the confidentiality provisions as described in Section V(6) of this agreement, and shall be responsible for any costs and mitigation measures related to a data breach of this information by Provider or its employees.

14. Provider agrees to collaborate with CAC to ensure that all staff assisting children enrolled in the Early Head Start Program are compliant with required certifications, trainings, updates, and ongoing professional development, as identified in this Agreement. CAC reserves the right to update these requirements.

15. Provider agrees to keep and maintain adequate, legible, genuine, current and complete records of assistant provided under the terms of this Agreement, to make available all such records to CAC or its designated representatives, and to scan and enter pertinent information into the ChildPlus System. The required records shall include, but are not limited to, the following categories and/or documents:

    a) Enrollment records that include verification of family income and any other verification required for determining eligibility for Early Head Start funding. Such verification must meet criteria established by the Administration for Children and Families;
    b) In collaboration with the parents and as quickly as possible, but no later than 90 calendar days, ensure enrolled children have continuous accessible health care, dental exams and physical exams;
    c) Ensure children receive necessary dental follow-up and treatment;
    d) Ensure that all required medical consent forms are accurately completed and filled out upon the child's enrollment;
    e) Attendance records showing the dates each child attended Provider's facility;
    f) Provider agrees to enter attendance daily into Child Plus System;
    g) Separate financial records tracking receipt and expenditure of funds provided by CAC;
    h) When, in the absence of a CAC representative, Provider staff observes a reportable outcome or indicator in child and family goals, Provider is responsible for reporting outcomes and indicators in child and family goals into ChildPlus System, Teaching Strategies.com and any appropriate anecdotal reports;
    i) Supporting documentation evidencing that at least 25 percent of provider's funds are derived from non-federal resources and that said documentation will be made available for on-site inspection by CAC's auditors.
    j) Proof of certification of USDA Child and Adult Care Food Program participations;
    k) Documentation providing proof of reimbursement and monitoring results from USDA;
    l) Proof of accreditation;
    m) Proof of developmental and behavioral health screenings;
    n) Proof of ongoing assessments of enrolled Early Head Start Program children;
    o) Proof of individualized curricula.

16. Provider shall contact families to ensure children are safe when they do not arrive at school. If a child is unexpectedly absent and a parent has not contacted the program within one hours of program start time, provider must attempt to contact the parent to ensure the child's well-being. This can be completed utilizing the ChildPlus alert system.

17. Provider shall conduct developmental and behavorial health screenings of each child enrolled in the Early Head Start Program within 45 days of the child's entry into the Early Head Start Program. Said screenings shall conform to the requirements of the Community Action Council Child Development Procedures.

18. Provider shall conduct a minimum of three (3) assessments per year of each child's development throughout the child's enrollment in the Early Head Start Program, as required by Community Action Council Child Development Procedures or as mutually agreed upon by the Parties.

19. Provider shall ensure that all curricula is individualized to the developmental requirements of each enrolled child, as required by Community Action Council Child Development Procedures.

20. Provider shall allow professionals general classroom observations on each classroom one time per year, or more if needed based upon the professional's recommendation.

21. Provider shall work closely with CAC in order to schedule medical providers at Provider's location (where applicable) for the Early Head Start enrolled children; and Provider further agrees that there will be no changes to the schedule unless inclement weather occurs or changes are needed by the medical provider.

22. Provider shall assist CAC in conducting the Infant Toddler Environment Rating Scale (ITERS) on each Early Head Start classroom and submit a completed copy to CAC according to the timeline set forth by CAC. If Provider's score is below a 5.0, an action plan must be submitted and an additional Infant-Toddler Environment Rating Scale completed per timeline.

23. Provider shall train its teachers to implement, and its teachers shall implement, the Community Action Council Child Development Procedures and philosophy appropriate to the age of each child for whom Provider offers early child hood programming. The Community Action Council Child Development Procedures may be augmented, but shall not be supplanted, with other developmentally appropriate curricula and materials.

24. Provider shall ensure that all Early Head Start classes are staffed by two paid teachers, and whenever possible, a volunteer. During Early Head Start designated hours of operation, Provider shall ensure that two paid teachers are present in each Early Head Start classroom at all times. Provider shall ensure that Early Head Start classrooms have paid floating staff members to assist in classroom coverage.

25. Provider shall ensure that all teaching staff who work with Early Head Start children complete the Teaching Strategies GOLD assessment and obtain their Inter-rater reliability certification from the Teaching Strategies GOLD website. Provider must keep on file documentation of each teacher's certification and submit to CAC copies of said documentation within 90 days of the date of execution of this Agreement.

26. Provider agrees to use and implement a curriculum that complies with the Community Action Council Child Development Procedures or a mutually agreed upon curriculum. Provider shall provide to CAC at the time of execution of this Agreement a statement identifying the curriculum that meets this criteria, and Provider shall give CAC written notice, at least thirty days in advance, of any material changes in the curriculum or program that will affect the quality, extent, timeliness, or frequency of early childhood development programming under the terms of this Agreement. Provider agrees that no such changes shall be implemented without the prior written consent of CAC. CAC is not required to make payment for early childhood development programming unless CAC has given written approval of such changes.

27. Provider may not use the Early Head Start logo in its literature, signage, and advertisements. All public communications that refer to Early Head Start or Community Action Council must be approved by CAC. Upon the termination of this Agreement, Provider shall remove and discontinue use of the Early Head Start logo and any reference to an affiliation, past, present, or future, with Early Head Start.

28. Provider shall comply with all laws and regulations of the federal, state and local governments having general application to Provider's performance under this Agreement. In particular, Provider shall comply with:

    a) The provisions of the *Civil Rights Act of 1964* (as amended) (42 USC §2000d) and the regulations of the Department of Health and Human Services (45 CFR Part 80).
    b) The provisions of federal *Executive Order No. 11246* of September 24, 1965, and as amended by *Executive Order 11375*, pertaining to Equal Employment Opportunity and the rules, regulations and relevant orders of the Secretary of Labor pertaining to federal *Executive Order No. 11246, including those at 41 CFR* Chapter 60;
    c) Section 504 of the *Rehabilitation Act of 1973* (29 USC §794) relating to services to the handicapped and the regulations at 24 CFR Part 8;
    d) The *Age Discrimination Act of 1975* (42 USC §6101-07) and regulations at 24 CFR Part 146;
    e) Title IX of the *Educational Amendments Act of 1972*;
    f) The *Americans With Disabilities Act of 1990*;
    g) The human rights ordinances of the Lexington-Fayette Urban County Government, including Ordinance

201-99;

h) In accordance with the foregoing statutes, rules, regulations and order, and in accordance with CAC's non-discrimination policies, Provider agrees that it shall not discriminate either in the provision of services to clients or in employment practices on the basis of race, color, religion, national origin, sex, age, handicap status, marital status, sexual orientation, or political affiliation;
i) The regulations implementing the *Drug-Free Workplace Act of 1988* as set out in 45 CFR Part 76, Subpart F;
j) The *Pro-Children Act of 1994* requiring a smoke-free environment for children;
k) The *Early Head Start Program Performance Standards* (45 CFR 1304);
l) The Early Head Start Act as amended in December 2007;
m) The Licensing Regulations for Child Day Care Centers as established by the Division of Regulated Childcare of the Cabinet of Health and Family Services, Commonwealth of Kentucky;
n) The provisions of the *Individuals with Disabilities Education Act* (IDEA) and the *Early Head Start Performance Standards* in serving children with disabilities and their families; and Provider shall fully financially support all therapeutic services through payments issued to the Provider by CAC.
o) The applicable standards, orders, or regulations issued pursuant to the *Clean Air Act* (42 U.S.C. 1251-1387). Any violations of this Act must be reported to the Office of Early Head Start and the Regional Office of the Environmental Protection Agency (EPA).

All citations to statutes, ordinances and regulations shall include any amendments made thereto subsequent to the execution of this Agreement. **Failure to comply with the foregoing laws, regulations, ordinances and policies will be considered cause for termination of this Agreement.**

29. Provider shall make its staff available at mutually agreed times to meet with CAC's staff to discuss each child's progress and the overall requirements of the program. Provider shall make its staff available for training at mutually agreed times and places.

30. Provider shall make its staff available to participate in all reviews requested by CAC's funding sources. Provider understands and acknowledges that the Administration of Families and Children Office and the Office of Head Start requires all Early Head Start Programs to remain accessible for monitoring at any time, including but not limited to monitoring of classrooms, facilities, staff, and records, with little or no advance notice. As CAC is aware of said monitoring, it will provide notice to Provider, but Provider acknowledges that funding source monitoring may be unannounced.

31. Provider shall complete any and all forms required by CAC.

32. Provider shall identify all non-consumable equipment and supplies purchased with CAC funds or funds paid to Provider pursuant to this Agreement. Said equipment and supplies are and shall remain the property of CAC or its funding source, and said equipment and supplies shall be returned in good condition, ordinary wear and tear excepted, to CAC upon termination of this Agreement. In the case of equipment affixed to the realty, said equipment shall remain the property of CAC or its funding source unless and until the parties and the funding source agree to a sale of equipment to the Provider at a price to be determined. If Provider terminates this agreement, Provider will be responsible for the costs to remove and move playground equipment to a location determined by CAC. Provider shall create and maintain an inventory of any non- consumable equipment and supplies purchased during the terms of this Agreement and shall provide said inventory to CAC within 30 days of the end of the program year. CAC reserves the right to inspect the inventory at any time during the Term of this Agreement upon reasonable notice to Provider.

33. Provider shall ensure the following standards of conduct: staff must never use corporal punishment, use isolation to discipline a child, bind or tie a child to restrict movement, tape a child's mouth, use or withhold food as punishment or reward, use toilet learning, training methods that punish, demean, or humiliate a child, use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child, physical abuse of a child, any form of verbal abuse including profane, sarcastic language, threats, or derogatory remarks about a child or a child's family, or use physical activity or outdoor time as a punishment or reward.

34. If abuse of any child is suspected, Provider shall report same in compliance with applicable state law. Provider shall notify CAC, in writing, of all actions taken by Provider or by others within Provider's knowledge. Within 30 days of the date of execution of this agreement, Provider shall sign a Code of Conduct outlining specific procedures and protocol Provider shall take in the event child abuse is suspected. Any violation of this Code of Conduct shall be considered a material breach of this agreement.

35. Provider agrees to obtain from each child's parent or guardian an authorization to release information to CAC's staff. Provider agrees to maintain confidentiality as mandated by federal, state or local statutes, and CAC's confidentiality policies (see Section V, #6 below).

36. Provider shall obtain and maintain on file evidence of the following staff qualifications for each Early Head Start Program teacher: State and Federal Criminal Records Check including fingerprints, Child Abuse and Neglect Check, Sex Offender Check, annual performance appraisals and professional development plans, confidentiality certification, CPR and First Aid certifications, Pedestrian Safety and Evacuation Drills, results of negative tuberculosis skin test, 15 hours of annual professional development, Pediatric Abuse and Head Trauma, physicals, blood borne pathogens, annual Child Abuse and Neglect training, and food handler's permit for each employee in accordance with the applicable statutes of the Commonwealth of Kentucky. Provider shall ensure and maintain on file documentation that each teacher working with Early Head Start enrolled children has, at a minimum, an Infant Toddler Child Development Associate credential. Each staff working with Early Head Start enrolled children shall apply for an Infant Toddler Child Development Associate credential within 60 days of the date of this Agreement and shall obtain said certification within 90 days of the date of the date of this Agreement. **Provider shall submit to CAC copies of these documents within 30 days of the date of execution of this Agreement. Provider shall also submit any updates to these documents, including any new certifications or renewals of certifications, to CAC within 30 days of any new certification, renewal, or update. Provider must notify CAC and receive prior approval before assigning a different teacher in a CAC approved classroom. All background clearances must be renewed every five years.**

37. Provider further agrees to execute and to comply with the terms and conditions of the Certification Regarding Lobbying attached to this Agreement.

38. Provider shall not promote or denigrate, or allow others to promote or denigrate, any religion as part of, or incident to, its early childhood care and education services.

39. **Transportation is not included as part of this Agreement. Provider shall not transport Early Head Start Children without prior written permission from CAC authorizing Provider to transport Early Head Start Children.** Should transportation be approved in the future, Provider must provide documentation to CAC of its compliance with the transportation requirements of Community Action Council Child Procedures, if applicable, including but not limited to, evidence of its compliance with requirements of school buses or allowable alternate vehicles that are equipped for use of height and weight appropriate child restraint systems with a reverse beeper; implementation of procedures for a thorough safety inspection of each vehicle on at least an annual basis through an inspection program licensed or operated by the State; systematic preventative maintenance on vehicles and daily pre-trip inspection of the vehicles by the driver; proof of a valid Commercial Driver's License for vehicles in the same class as the vehicle the driver will be operating; proof that any physical, mental and other requirements established under applicable law or regulation are met; a driver's record check; a medical examination of drivers; driver and bus monitor training; trip routing; safety education; and compliance with any special requirements for children with disabilities.

40. Provider agrees to encourage parent participation on CAC's Early Head Start Policy Council and attendance at monthly Parent Meetings by instructing class teachers to advertise Policy Council opportunities and Parent Meetings at all parent/teacher conferences and through other appropriate communications.

41. Provider agrees to assist CAC in its annual health and safety screening of the Early Head Start Program. Provider also agrees to conduct its own monthly health and safety screenings of the Early Head Start Program using the guidance of CAC. If any health and safety noncompliant findings arise during any of the screenings, or at any other time, Provider shall correct each noncompliant finding within 24 hours of the date and time the noncompliant finding was identified.

42. Provider agrees to participate in a minimum of 3 (three) CAC events per year, including but not limited to community events, family engagement events, or fundraising events, and Provider shall also encourage parents and families of Early Head Start enrolled children to attend CAC events.

43. Provider agrees to attend monthly partnership meetings with CAC at dates and times scheduled by CAC.

44. Provider agrees to designate workspace in Provider's facilities for use by CAC staff. This space shall be provided to CAC staff at no extra cost to CAC, and Provider shall ensure that CAC staff members have access to Provider's facilities.

45. Provider shall be responsible for the proper maintenance of all financial records for review by CAC. Records shall be maintained on financial software that is mutually agreed upon by Provider and CAC with assistance provided by CAC and a hard copy back up of expense documentation retained for a period of no less than five years. It is the Provider's responsibility to provide documentation demonstrating that there has been no supplanting of funds and that funds received through the Early Head Start program are utilized for the benefit of the children enrolled. Invoices will be paid only after the prior month's financial reporting has been received by CAC's Fiscal Department.

Acceptable expenditures for Early Head Start enrolled children, subject to approval by CAC, include but are not limited to: health and wellness screenings, improvement of staff qualifications, health and safety ongoing maintenance of the child's environment, hiring of additional qualified staff in order to meet CAC's ratio standards, increase of pay of staff commensurate with meeting additional expectations, outside training of staff, the purchase of new supplies to meet program objectives, assuming the cost of teacher and staff lunches to implement family style dining etc.

46. Provider shall be required to provide Non-Traditional Instruction ("NTI") and/or distance learning to each child enrolled in the Early Head Start program in the event that schools close. As part of the NTI and/or distance learning, Provider shall document all virtual learning activities, efforts or interactions with each child in ChildPlus. A failure to provide adequate NTI and/or distance learning and document the virtual learning activities shall be considered a breach of this Agreement and grounds for termination for cause.

Section III. **CAC'S OBLIGATIONS:**

1. CAC shall designate a representative to advise Provider and its staff as to the implementation, augmentation, and compliance with the Community Action Council Child Development Procedures and assessment of program performance.

2. CAC shall monitor and ensure that enrollment criteria and performance standards are met for eligible Early Head Start children in accordance with Early Head Start Program Performance Standards and Selection Criteria.

3. CAC shall give Provider written notice within thirty days of any changes to the CAC *Early Childhood Curriculum* and the Community Action Council Child Development Procedures.

4. CAC shall assist Provider to meet Community Action Council Child Development Procedures by providing resources or directing Provider to such resources.

5. CAC will provide professional development for necessary trainings and updates according to the CAC Training and Technical Assistance Plan.

6. CAC shall assist Provider in meeting CAC financial reporting responsibilities by providing intelligible forms and assistance in defining and identifying non-federal resources. CAC and Provider shall agree upon financial software that will be implemented by Provider, and if possible, CAC shall provide training on that software.

7. CAC shall pay to Provider the sum of **$257.52** per month per child who is enrolled in the Early Head Start Program, as follows: **$4,120.32** per month providing that enrollment of children is maintained at **100%** of **16** and attendance is maintained at **85%** of **16**, upon receipt of proper financial, enrollment, and attendance documentation, no significant issue of on-site records and data reviews by CAC staff. CAC retains the authority to adjust slot allocations as per the terms of the received grant agreement. Enrollment vacancies must be filled within thirty days. Invoices will be paid only after the prior month's financial reporting has been received by CAC's Fiscal Department and documentation demonstrates that there has been no supplanting of funds and that funds received through the Early Head Start programs are utilized for the benefit of the children enrolled.

8. CAC, at CAC's cost, shall reference Provider as an Early Head Start participant in CAC's literature, advertisements, reports and telephone listings.

9. CAC shall provide an Early Head Start Compliance Officer and Head Start Pathway Specialists to assist Provider in meeting and exceeding the Community Action Council Child Development Procedures.

Section IV. **INVOICING, PAYMENT & REPORTING:**

1. Provider shall invoice and shall receive payment only for programming and clients authorized in writing by CAC pursuant to this Agreement.

2. Provider shall, **by the 15th day of each calendar month**, submit an invoice along with attendance, in-kind reporting, and other required reports to CAC on forms approved by CAC.

3. Within thirty days after receipt of the invoice and reports, provided same are submitted as required herein, CAC shall issue a check to Provider for services rendered.

4. CAC shall withhold payment to Provider for any enrolled child whose health records are absent or not current as required under the Community Action Council Child Development Procedures.

5. CAC shall withhold payment of invoices to the provider if the provider is non-compliant with the terms of this agreement. Once the provider is compliant with the terms of this agreement, payment shall be issued.

Section V. **MISCELLANEOUS:**

1. *Notices*: Any written notice required by this Agreement shall be sent by certified mail, return receipt requested, first class postage prepaid, or other such acknowledged delivery, and shall be effective upon receipt. Notices to CAC shall be delivered to: Mrs. Sharon Price, Executive Director, Community Action Council, 710 West High Street, P. O. Box 11610, Lexington, KY 40576. Notices to Provider shall be delivered to: Lexington Fayette Urban County Government, through the Division of Family Services (Family Care Center), 1135 Harry Sykes Way, Lexington, KY 40504.

2. *Insurance and Indemnity*:
   a) The parties understand that the Provider is self-insured and therefore nothing in this Agreement shall be constructed as to require the Provider to obtain insurance.
   b) To the extent allowable by law, and without waiving any defense to sovereign immunity, Provider assumes full responsibility for acts of negligence or omissions of all its employees or agents and for those of its subcontractors and their employees. In addition, to the extent allowable by law, and without waiving any defense to sovereign immunity, Provider agrees to indemnify and hold harmless CAC and its employees and agents from and against all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of any acts, omissions or negligence which may result in damage, including property damage, bodily injury, illness or death caused by Provider, its employees or by others for whose acts the Provider or its agents may be liable. Provider shall provide CAC with a copy of its current certificate of liability insurance (whether one or more policies) for any acts of omission, error and negligence.

3. *Amendment*: This Agreement may be amended only in writing signed or acknowledged by each party.

4. *No Assignment:* No assignment of this Agreement, in whole or in part, shall be made without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.

5. *Independent Contractor:* This agreement shall not create a partnership, joint venture, or create a master-servant relationship between Provider, its employees or agents, and CAC. Provider and CAC shall at all times remain independent contractors. Each party assumes all responsibility for its employee's compensation and benefits, tax withholding and payment, and general liability, workers compensation and unemployment insurances and premiums. Neither party shall have no authority to bind or make commitments on behalf of the other for any purpose whatsoever and shall not hold itself out as having such authority.

6. *Confidentiality:*
   a) "Confidential Information," as used in this and other Agreement documents, is all information regarding participants obtained by Provider or the Council, their agents and employees.
   b) Both parties agree that any anecdotal report, compilation or summary of confidential information shall not be itself confidential information if individuals and households are not identifiable by name, social security number, street address, employer or any other means, and if anecdotal reports use fictitious identifiers.
   c) Both parties agree that all confidential information shall be restricted to the use of only those employees and agents necessary to affect the purpose of this Agreement and for no other purposes. No other employers, agents, or entities shall have access to confidential information, and neither party shall not give, sell or otherwise allow access to confidential information to any individual, firm, partnership, corporation, agency,

or other entity.

d) Both parties agree that all confidential information which is not necessary to affect the purpose of this contract shall be returned to the Council, destroyed, rendered unusable, or otherwise purged from Provider's records.

e) Both parties acknowledge that the Council will act in reliance upon the confidentiality provisions of the Agreement in allowing Provider access to confidential information or in furnishing confidential information to Provider.

7. *Remedies*: In the event either party breaches any material provision of this Agreement, or either party terminates this Agreement for cause, the other party shall be entitled to any and all rights or remedies provided by law, equity, statute, or any agreement between the parties or otherwise, not including the recovery of attorney fees.

8. *State Law Governing Agreement; Consent to Jurisdiction*: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its principles of conflicts of laws. The site of any legal actions between the parties shall be held in state and/or federal court in Lexington, Fayette County, Kentucky.

9. *Authority:* The individuals executing this contract warrant that each is duly authorized to enter into this agreement on behalf of their respective entities.

10. *Entire Agreement:* This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

Provider must submit proof of the following documentation to CAC prior to execution of the Agreement: 1) Building Occupancy Permit; 2) STARS Certification; 3) License to Operate a Child Development Center; 4) Current Fire Marshall Inspection; 5) Required Criminal Record Checks a previously stated.

***For*: COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON HARRISON AND NICHOLAS COUNTIES, INC.**

LSheffield for J. Coffie
Jessica Coffie, Head Start Director — Date 7/14/2025

Sharon Price, Executive Director — Date 07.17.25

Nat Bidwell for S. Gravitt
Steven Gravitt, Chief Financial Officer — Date 7-15-2025

***For*: Lexington-Fayette Urban Government**

Linda J. Gorton
Authorized Representative — Date 8/19/25

ADMINISTRATION FOR CHILDREN & FAMILIES

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature Linda Gorton

Title
Mayor

Organization
Lexington-Fayette Urban County Government

https://www.acf.hhs.gov/grants/certification-regarding-lobbying

Office of the Executive Director

PO Box 11610 Lexington, Kentucky 40576
859-244-2212 Fax: 859-244-2219
Sharon.price@commaction.org

MEMORANDUM

DATE: June 24, 2025

TO: Kimberly Baird, Chairperson (via email)

FROM: Sharon Price, Executive Director

COPY: Strategic Leadership Group (via email)
John Catron (via email)
Steve Amato (via email)
Fiscal (via email)
Front Desk – 710 (via email)

RE: June 30- July 7, 2025

John Catron, Director of Property Development and Transportation, is authorized to exercise the functions and authority of the Executive Director as established by the Board of Directors and in the best interests of Community Action Council on June 30-July 7, 2025.

Copies of this memorandum should be attached to any funding source reports, contracts or other documents that have a legal character to confirm that she has been authorized to act on my behalf.

Sharon Price, M.S., CCAP
Executive Director
Community Action Council
P.O. Box 11610
Lexington, KY 40576
Office: 859-244-2213
Fax: 859-244-2219
Sharon.price@commaction.org

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0723-25

File ID:	0723-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/01/2025
File Name:	ESP 2025 Summer - FCPS Facility Use Permits/Facilitron Agreements			**Final Action:**	08/28/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Facilitron Permits and Honorariums, with the Fayette County Board of Education, for the Div. of Parks & Recreation, for space to host the Extended School Program (ESP) for the 2025 summer camps, at a cost not to exceed $3,500. [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:

Enactment Date: 08/28/2025

Attachments: Memo ESP- 25 Summer Camp - FCPS Honorarium for Julius Marks Elementary SIGNED, ESP Summer JM - Facilitron Permit - Summer 2025, ESP Summer JM - Facilitron Terms of Use- Summer 2025, RESO 0723-25 4930-1710-0379 v.1.docx, R-391-2025

Enactment Number: R-391-2025

Deed #:

Hearing Date:

Drafter: Abby Kerins

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0723-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Facilitron Permits and Honorariums, with the Fayette County Board of Education, for the Div. of Parks & Recreation, for space to host the Extended School Program (ESP) for the 2025 summer camps, at a cost not to exceed $3,500. [Div. of Parks and Recreation,

Conrad]

Summary

Authorization to approve Summer Camp 2025 Facilitron Permits and Honorariums with the Fayette County Board of Education and the LFUCG Parks and Recreation, Extended School Program (ESP) for Julius Marks Elementary. At a cost of $3,500. Funds are Budgeted. (L0723-25)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Emilee Buttrum, 8/9/2023

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4202 707606 7511 71299

This Fiscal Year Impact: $3,500.00

Annual Impact: Determined by usage

Project:

Activity:

Budget Reference:

Current Balance: $76,275.00

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

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

FROM: Monica Conrad
Monica Conrad, Director
Parks and Recreation

RE: **ESP 2025 Summer - FCPS Facility Use Permits/Facilitron Agreements**

DATE: **July 25, 2025**

Request

This is a request for Council approval of Summer 2025 Facilitron Permits and Honorariums between the Fayette County Board of Education and the LFUCG Parks and Recreation, Extended School Program (ESP).

Why are you requesting?

Department needs this action completed because:

The Facilitron Permits are for 2025 summer (June – July) for Julius Marks Elementary.

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

The cost for this FY is: $3,500.00

The cost for future FY is: Determined by usage

Are the funds budgeted? Yes

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

Account numbers: 4202 707606 7511 71299 729

File Number: 0723-25

Director/Commissioner: Conrad/Ford

FACILITY USE PERMIT

Jan 21, 2025

Permit Number:
344YJ3UZRFTM
Approved By:
Heidi Reihing
Approved Date:
01/21/2025

By using this permit you agree to the terms and conditions of Julius Marks Elementary School | Fayette County Public Schools (view at:https://www.facilitron.com/terms/jmes40502)
and Facilitron, Inc. (view at: https://www.facilitron.com/terms).

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

THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

Permit Holder:	Lexington Fayette Urban County Government - Parks and Recreation - ESP
Contact Name:	Harold Kouns
Contact Email:	hkouns@lexingtonky.gov
Contact Phone:	8592882912
Event Name:	Extended School Program Summer Fun Camp at Julius Marks Elementary
Maximum Daily Attendance:	125 (Max Capacity: 660)
Location: View Map	Julius Marks Elementary School 3277 Pepperhill Rd Lexington KY 40502
Activity:	Other (meeting, class, etc.)

Reservation Detail

Monday 06/09/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Classroom & Library Utilities - S Hrs: 11

Gym Utilities - S Hrs: 11

Tuesday 06/10/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Classroom & Library Utilities - S Hrs: 11

Gym Utilities - S Hrs: 11

Wednesday 06/11/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Classroom & Library Utilities - S Hrs: 11

Gym Utilities - S Hrs: 11

Thursday 06/12/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Classroom & Library Utilities - S Hrs: 11

Gym Utilities - S Hrs: 11

Friday 06/13/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Classroom & Library Utilities - S Hrs: 11

Gym Utilities - S Hrs: 11

Reservation Detail

Friday 06/13/2025

Services/Equipment:

Monday 06/16/2025

Services/Equipment:

Custodial Staff Hrs: 3;

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

Cafeteria Utilities - S Hrs: 11

7:00AM - 6:00PM Library Capacity: 60 (General)

Classroom & Library Utilities - S Hrs: 11

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 11

Tuesday 06/17/2025

Services/Equipment:

Custodial Staff Hrs: 3;

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

Cafeteria Utilities - S Hrs: 11

7:00AM - 6:00PM Library Capacity: 60 (General)

Classroom & Library Utilities - S Hrs: 11

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 11

Wednesday 06/18/2025

Services/Equipment:

Custodial Staff Hrs: 3;

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

Cafeteria Utilities - S Hrs: 11

7:00AM - 6:00PM Library Capacity: 60 (General)

Classroom & Library Utilities - S Hrs: 11

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 11

Friday 06/20/2025

Services/Equipment:

Custodial Staff Hrs: 3;

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

Cafeteria Utilities - S Hrs: 11

7:00AM - 6:00PM Library Capacity: 60 (General)

Classroom & Library Utilities - S Hrs: 11

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 11

Monday 06/23/2025

Services/Equipment:

Custodial Staff Hrs: 3;

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

Cafeteria Utilities - S Hrs: 11

Reservation Detail

Monday 06/23/2025	**Services/Equipment:**
7:00AM - 6:00PM Library Capacity: 60 (General)	Classroom & Library Utilities - S Hrs: 11
7:00AM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 11
Tuesday 06/24/2025	**Services/Equipment:**
	Custodial Staff Hrs: 3;
7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)	Cafeteria Utilities - S Hrs: 11
7:00AM - 6:00PM Library Capacity: 60 (General)	Classroom & Library Utilities - S Hrs: 11
7:00AM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 11
Wednesday 06/25/2025	**Services/Equipment:**
	Custodial Staff Hrs: 3;
7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)	Cafeteria Utilities - S Hrs: 11
7:00AM - 6:00PM Library Capacity: 60 (General)	Classroom & Library Utilities - S Hrs: 11
7:00AM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 11
Thursday 06/26/2025	**Services/Equipment:**
	Custodial Staff Hrs: 3;
7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)	Cafeteria Utilities - S Hrs: 11
7:00AM - 6:00PM Library Capacity: 60 (General)	Classroom & Library Utilities - S Hrs: 11
7:00AM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 11
Friday 06/27/2025	**Services/Equipment:**
	Custodial Staff Hrs: 3;
7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)	Cafeteria Utilities - S Hrs: 11
7:00AM - 6:00PM Library Capacity: 60 (General)	Classroom & Library Utilities - S Hrs: 11
7:00AM - 6:00PM Gym Capacity: 500 (Gym)	Gym Utilities - S Hrs: 11
Monday 06/30/2025	**Services/Equipment:**
	Custodial Staff Hrs: 3;

Reservation Detail

Monday 06/30/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 11

Classroom & Library Utilities - S Hrs: 11

Gym Utilities - S Hrs: 11

Tuesday 07/01/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Classroom & Library Utilities - S Hrs: 11

Gym Utilities - S Hrs: 11

Wednesday 07/02/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Classroom & Library Utilities - S Hrs: 11

Gym Utilities - S Hrs: 11

Thursday 07/03/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Classroom & Library Utilities - S Hrs: 11

Gym Utilities - S Hrs: 11

Monday 07/07/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Reservation Detail

Tuesday 07/08/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Wednesday 07/09/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Thursday 07/10/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Friday 07/11/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Monday 07/14/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Reservation Detail

Monday 07/14/2025

Services/Equipment:

Tuesday 07/15/2025

Services/Equipment:

Custodial Staff Hrs: 3;

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

Cafeteria Utilities - S Hrs: 11

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Wednesday 07/16/2025

Services/Equipment:

Custodial Staff Hrs: 3;

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

Cafeteria Utilities - S Hrs: 11

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Thursday 07/17/2025

Services/Equipment:

Custodial Staff Hrs: 3;

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

Cafeteria Utilities - S Hrs: 11

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Friday 07/18/2025

Services/Equipment:

Custodial Staff Hrs: 3;

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

Cafeteria Utilities - S Hrs: 11

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Monday 07/21/2025

Services/Equipment:

Custodial Staff Hrs: 3;

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

Cafeteria Utilities - S Hrs: 11

Reservation Detail

Monday 07/21/2025

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Tuesday 07/22/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Wednesday 07/23/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Thursday 07/24/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Friday 07/25/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Monday 07/28/2025

Services/Equipment:

Custodial Staff Hrs: 3;

Reservation Detail

Monday 07/28/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Cafeteria Utilities - S Hrs: 11

Tuesday 07/29/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Wednesday 07/30/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Thursday 07/31/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Friday 08/01/2025

7:00AM - 6:00PM Multi-Purpose Room Capacity: 100 (General)

7:00AM - 6:00PM Library Capacity: 60 (General)

7:00AM - 6:00PM Gym Capacity: 500 (Gym)

Services/Equipment:

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 11

Fayette County Public Schools
Julius Marks Elementary School

Terms of Use

FACILITY USAGE CONTRACT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

Applicant shall:

i. Execute and return this Contract;

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

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

District prior to the use of the Facilities/Grounds.

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

Facilities/Grounds shall be excess.

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

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

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

Equipment.

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

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

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

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

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

f. Applicant shall observe all fire and safety regulations.

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

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

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

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

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

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

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

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

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

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

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

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to the District shall be a pre-requisite to dditional use by Applicant of any facility or grounds in the District.

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

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

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

r. Applicant shall not sell or offer for sale any merchandise at any function

conducted in or on the Facility/Grounds, other than approved food and drink concessions.

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

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

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

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

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

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

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

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

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

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

Background checks

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

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

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

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

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

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

© Facilitron, Inc.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE FACILITRON PERMITS AND HONORARIUMS, WITH THE FAYETTE COUNTY BOARD OF EDUCATION, FOR THE DIVISION OF PARKS & RECREATION, FOR SPACE TO HOST THE EXTENDED SCHOOL PROGRAM (ESP) FOR THE 2025 SUMMER CAMPS, AT A COST NOT TO EXCEED $3,500.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Facilitron Permits and Honorariums, which are attached hereto and incorporated herein by reference, with the Fayette County Board of Education for space to host the Extended School Program (ESP) for the 2025 summer camps at Julius Marks Elementary.

Section 2 – That an amount, not to exceed the sum of $3,500.00, be and hereby is approved for payment to the Fayette County Board of Education from account # 4202-707606-71299, pursuant to the terms of the Facilitron Permits and Honorariums.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0723-25:WDR:4930-1710-0379, v. 1

RESOLUTION NO. 391 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE FACILITRON PERMITS AND HONORARIUMS, WITH THE FAYETTE COUNTY BOARD OF EDUCATION, FOR THE DIVISION OF PARKS & RECREATION, FOR SPACE TO HOST THE EXTENDED SCHOOL PROGRAM (ESP) FOR THE 2025 SUMMER CAMPS, AT A COST NOT TO EXCEED $3,500.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Facilitron Permits and Honorariums, which are attached hereto and incorporated herein by reference, with the Fayette County Board of Education for space to host the Extended School Program (ESP) for the 2025 summer camps at Julius Marks Elementary.

Section 2 – That an amount, not to exceed the sum of $3,500.00, be and hereby is approved for payment to the Fayette County Board of Education from account # 4202-707606-71299, pursuant to the terms of the Facilitron Permits and Honorariums.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0723-25:WDR:4930-1710-0379, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0724-25

File ID:	0724-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/04/2025
File Name:	Design Services Div. of Water Quality HQ and Operations Renovation - Change Order #1			**Final Action:**	08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Consultant Services Agreement with GRW, for professional design services for the Div. of Water Quality Headquarters and Operations Building Project, increasing the Contract by the sum of $144,845, from $299,120 to $443,965. [Dept. of Environmental Quality and Public Works, Albright]

Notes:

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Blue Sheet Memo CO1, CO1_Form, G802_Form_CO1, GRW CO1, RESO 724-25 Change Order #1 GRW DWQ Headquarters and Operations 4918-1957-8460 v.1.docx, R-392-2025	**Enactment Number:**	R-392-2025
Deed #:		**Hearing Date:**	
Drafter:	Richard Dugas	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0724-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Consultant Services Agreement with GRW, for professional design services for the Div. of Water Quality Headquarters and

Operations Building Project, increasing the Contract by the sum of $144,845, from $299,120 to $443,965. [Dept. of Environmental Quality and Public Works, Albright]

Summary

Authorization to execute Change Order #1 to consultant services Agreement (awarded pursuant to RFP No. 48-2024), with GRW, for professional design services of the Division of Water Quality Headquarters and Operations building Renovation & Refit Project, increasing the original Contract amount of $299,120 to $443,965. Funds are Budgeted. (L0724-25) (Dugas/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [M. Cravens 8/4/2025]}

Risk Management: { No}

Fully Budgeted [select]: Yes

Account Number: BA is pending to adjust accounting CO#1 50/50 Split

4003-303401-3401-90511-DWQFACILITY-BUILD_ACQU

4052-303401-3401-90511-DWQFACILITY-BUILD_ACQU

This Fiscal Year Impact: $144,845

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

NANCY ALBRIGHT
COMMISSIONER
ENVIRONMENTAL QUALITY & PUBLIC WORKS

TO: Mayor Linda Gorton
Urban County Council

FROM: Richard Dugas, Administrative Officer Sr.
Environmental Quality and Public Works

DATE: August 4, 2025

SUBJECT: Change Order #1 - Consultant Services Agreement for Professional Design Services – Division of Water Quality Headquarters and Operations building.

Request
Request Council approval for the Mayor to execute Change Order # 1 to consultant services agreement with GRW for professional design services of the Division of Water Quality Headquarters and Operations building Renovation & Refit Project.

Why are you requesting?
During the Design Development and Construction Document preparation phases of this project, the initial scope of work has expanded due to unforeseen conditions in the building. Including additional levels of complexity in converting the existing facility layout to match the operational needs of the Division of Water Quality. LFUCG has also been informed by KYTC that the US 27 Railroad Bridge replacement project will require alteration to the property boundary adjacent to the railroad track. Parking lot and other site-related items have been modified to reduce and eliminate conflicts with the KYTC project. Original Contract amount $299,120, amended contract amount $443,965. Change Order #1 exceeds 10% of the original contract and requires approval of the Council. Professional design services for this renovation & refit were competitively advertised under RFP #48-2024.

What is the cost in this budget year and future budget years?
The cost for Fiscal Year 2026 is $ 144,845

Are the funds budgeted?
Yes.
BA is pending to adjust accounting
CO#1 50/50 Split
4003-303401-3401-90511-DWQFACILITY-BUILD_ACQU
4052-303401-3401-90511-DWQFACILITY-BUILD_ACQU

Law: Yes, M. Craven 8/4/2025

Director/Commissioner Dugas / Albright

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)* LFUCG DWQ Headquarters and Operations Building Renovation of 130/134 W. New Circle Rd. Lexington, KY 40505	**AGREEMENT INFORMATION:** Date: 10/29/24 PO LF00211437 Design Consultant Services	**AMENDMENT INFORMATION:** Amendment Number: CO#1 Date: 8/6/2025
OWNER: *(name and address)* Lexington Fayette Urban County Government 200 E. Main St. Lexington, KY 40507	**ARCHITECT:** *(name and address)* GRW Engineers Inc. 801 Corporate Dr. Lexington, KY 40503	

The Owner and Architect amend the Agreement as follows:
During the Design Development and Construction Document preparation phases of this project, the initial scope of work has expanded due to unforeseen conditions in the building. Including additional levels of complexity in converting the existing facility layout to match the operational needs of the Division of Water Quality. LFUCG has also been informed by KYTC that the US 27 Railroad Bridge replacement project will require alteration to the property boundary adjacent to the railroad track. Parking lot and other site-related items have been modified to reduce and eliminate conflicts with the KYTC project.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Original Fee $299,120, Increased Fee $144,845, Total Adjusted Fee $443,965

Schedule Adjustment:
None

SIGNATURES:

GRW Engineers Inc.	Lexington- Fayette Urban County Government
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
James K. Piper Jr. Digitally signed by James K. Piper Jr. DN: C=US, E=jpiper@grwinc.com, O=GRW, OU=Architecture, CN=James K. Piper Jr. Date: 2025.08.07 15:43:47-04'00'	
SIGNATURE	**SIGNATURE**
James K. Piper Jr. Architect	Richard Dugas, Administrative Officer Sr.
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
8/6/25	8/6/2024
DATE	**DATE**

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User Notes: (3B9ADA54)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	August 7, 2025	
Project:	Div. Water Quality HQ & Ops renovation	
Location:	134 W. New Circle Rd	
Contract No.	LF00211437	
Original Contract Amt.	$299,120.00	
Cumulative Amount of Previous Change Orders	$0.00	
Percent Change - Previous Change Orders		0.00%
Total Contract Amount Prior to this Change Order	$299,120.00	
Change Order No.	1	

To (Contractor):
GRW Engineers Inc.
801 Corporate Dr.
Lexington, KY. 40503

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

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Additional Design Services due to unforseen conditions and expansion of scope.		$144,845.00
2			
3			
4			
5			
6			
	Total decrease	$0.00	
	Total increase		$144,845.00
	Net Amount of this Change Order	$144,845.00	
	New Contract Amount Including this Change Order	$443,965.00	
	Percent Change - This Change Order		48.42%
	Percent Change - All Change Orders		48.42%

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

This Change Order shall have a zero (0) calendar day time extension.

Recommended by:	(Project Manager)	Date 8/8/25
Reviewed / Accepted by:	(Consultant)	Date 8/7/25
Accepted by:	(Contractor)	Date 8/7/25
Approved by:	(Director)	Date 8/8/25
Approved by: N/A (Less than 5%)	(Commissioner)	Date 8/8/25
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Div. Water Quality Hqs & Ops Renovation
	CONTRACT NO. LF00211437
	CHANGE ORDER #: 1

1. During the Design Development and Construction Document preparation phases of this project, the initial scope of work has expanded due to unforeseen conditions in the building. Including additional levels of complexity in converting the existing facility layout to match the operational needs of the Division of Water Quality. LFUCG has also been informed by KYTC that the US 27 Railroad Bridge replacement project will require alteration to the property boundary adjacent to the railroad track. Parking lot and other site-related items have been modified to reduce and eliminate conflicts with the KYTC project.

2. Is proposed change an alternate bid? ___Yes _X_No

3. Will proposed change alter the physical size of the project? ___Yes _X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: Not expected to impact completion date

Mayor Date

LFUCG DWQ Proposed CO 1 AE Fee

TASK	Estimated Staff Hours Arch. / Eng. Licensed A / E	Estimated Staff Hours Arch. / Eng. Intern / CAD	Subtotal Arch. / Eng. Licensed A / E	Subtotal Arch. / Eng. Intern / CAD	Subtotal Phase Licensed A / E	Subtotal Phase Intern / CAD	Total Phase Total
0.1 Evaluation of existing facility / critical bldg. systems							
SUBTOTAL			196	196	30380	12740	43120
0.2 Verify and finalize programing							
SUBTOTAL			80	80	12400	5200	17600
1-5 below include all disciplines listed in 0.1							
1 Schematic Design							
SUBTOTAL			160	120	24800	7800	32600
SUBTOTAL 0.1, 0.2, 1			436	396			93320
Actual Labor Hours kick off through 12/30/24 SD			338	49			
2 Design Development							
SUBTOTAL			148	268	22940	17420	40360
Actual Labor Hours1/1/25 through 3/31/25 DD			831	572			
3 Construction Documents							
Independent third party estimate of construction							24900
SUBTOTAL			178	388	27590	25220	77710
Actual Labor Hours 4/1/25 through 6/20/25 CD			832	257			
Actual Labor Hours 6/20/25 through 7/30/25 CD			158	169			
Actual Labor Hours Vactor Bldg. Revisions 7/30/25			9	0			
					Total		
SUBTOTAL projected Labor Hours through CD			762	1052	1814		
SUBTOTAL Actual Labor Hours through 7/30/25 CD			2168	1055	3223		
Total Additional Hours through 7/30/25					1409		
Proposed Additional Fee through 7/30/25					91726	53119	$144,845
4 Bidding							
SUBTOTAL			22	12	3410	780	4190
5 Construction Administration							
SUBTOTAL			388	360	60140	23400	83540
Labor Hours	1172	1424					
Hourly Rate	$155.00	$65.00					
TOTAL	$181,660.00	$92,560.00					$299,120
Total Current Contract							$299,120
Proposed CO 1							$144,845
Total with Proposed CO 1							$443,965

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSULTANT SERVICES AGREEMENT WITH GRW, FOR PROFESSIONAL DESIGN SERVICES FOR THE DIVISION OF WATER QUALITY HEADQUARTERS AND OPERATIONS BUILDING PROJECT, INCREASING THE CONTRACT BY THE SUM OF $144,845, FROM $299,120 TO $443,965.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Consultant Services Agreement with GRW, for professional design services for the Division of Water Quality Headquarters and Operations Building Project, increasing the contract price by the sum of $144,845, from $299,120 to $443,965.

Section 2 – That an amount, not to exceed the sum of $144,845, be and hereby is approved for payment to GRW, from the following accounts in the following amounts: #4003 – 303401 – 90511 ($72,422.50) and #4052 – 303401 – 90511 ($72,422.50), pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
724-25:MSC:4918-1957-8460, v. 1

RESOLUTION NO. 392 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSULTANT SERVICES AGREEMENT WITH GRW, FOR PROFESSIONAL DESIGN SERVICES FOR THE DIVISION OF WATER QUALITY HEADQUARTERS AND OPERATIONS BUILDING PROJECT, INCREASING THE CONTRACT BY THE SUM OF $144,845, FROM $299,120 TO $443,965.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Consultant Services Agreement with GRW, for professional design services for the Division of Water Quality Headquarters and Operations Building Project, increasing the contract price by the sum of $144,845, from $299,120 to $443,965.

Section 2 – That an amount, not to exceed the sum of $144,845, be and hereby is approved for payment to GRW, from the following accounts in the following amounts: #4003 – 303401 – 90511 ($72,422.50) and #4052 – 303401 – 90511 ($72,422.50), pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

724-25:MSC:4918-1957-8460, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0725-25

File ID:	0725-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	116-2024	**In Control:**	Urban County Council
				File Created:	08/04/2025
File Name:	Change Order #3 - BMI Builds - #116-2024			**Final Action:**	08/14/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 3 to the Agreement with BMI Builds LLC, for the Valley Park Building Renovation and Expansion Project, increasing the contract price by the sum of $198,320.00, from $1,795,001.26 to $1,993,321.26, and increasing the contract time by an additional sixty-one (61) calendar days. [Dept. of General Services, Ford]

Notes:

Sponsors:

Enactment Date: 08/14/2025

Attachments: Memo-BMI Builds -CO3, Change Order Contract Details Form_CO3, Justification for CO3_BMI Builds, BMI_CO3_Proposal Request, BMI_CO3_Documentation for Change, RESO 0725-25 4917-9812-9499 v.1.docx, R-372-2025

Enactment Number: R-372-2025

Deed #:

Hearing Date:

Drafter: Lisa Grober

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/14/2025		
1	Urban County Council	08/14/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	08/14/2025	Approved				Pass

Text of Legislative File 0725-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 3 to the Agreement with BMI Builds LLC, for the Valley Park Building Renovation and Expansion Project, increasing the contract price by the sum of

$198,320.00, from $1,795,001.26 to $1,993,321.26, and increasing the contract time by an additional sixty-one (61) calendar days. [Dept. of General Services, Ford]

Summary

Authorization to execute Change Order #3 with BMI Builds LLC for the Valley Park Building Renovation & Expansion in the amount of $198,320.00 increasing the Contract from $1,795,001.26 to $1,993,321.26 to integrate the Parks Site Masterplan, resulting in a sixty-one (61) calendar day change to the Contract time. Funds are Budgeted. (L0725-25) (Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1105-707602-7221-91015-

This Fiscal Year Impact: $198,320.00

Annual Impact: $0

Project: VALLEY_PK_2024

Activity: COUNCIL

Budget Reference: 2024

Current Balance: $445,160.24

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: August 4, 2025

SUBJECT: Request Council authorization to execute Change Order #3 with BMI Builds LLC for the Valley Park Building Renovation & Expansion in the amount of $198,320.00 increasing the contract from $1,795,001.26 to $1,993,321.26 with a (61) calendar day change to the contract time.

Request:

Request Council authorization to execute Change Order #3 with BMI Builds LLC for the Valley Park Building Renovation & Expansion in the amount of $198,320.00 increasing the contract from $1,795,001.26 to $1,993,321.26 with a (61) calendar day change to the contract time.

Purpose:

The addition of $198,320.00 and additional (61) calendar days includes integration of Parks Site Masterplan including new upper ADA parking lot and accessible concrete walkway to building, new concrete stair from pavilion to playground, and custom color concession window security screen.

Budgetary Implication:

Increase of $198,320.00 to the current contract

Are the funds budgeted?

Yes. This will be paid from 1105-707602-7221-91015-2024-VALLEY_PK_2024-COUNCIL

File Number: 0427-25

Commissioner: Chris Ford

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

	Date:	**August 4, 2025**	
	Project:	Valley Park Building Renovation & Expansion	
	Location:	2077 Cambridge Drive	
To (Contractor): BMI Builds LLC, 156 Rocky Waters Way, Georgetown, KY 40324	Contract No.	116-2024	
	Original Contract Amt.	$1,514,024.88	
	Cumulative Amount of Previous Change Orders	$280,976.38	
	Percent Change - Previous Change Orders		18.56%
	Total Contract Amount Prior to this Change Order	$1,795,001.26	
	Change Order No.	3	

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

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Site Masterplan - New ADA Lot		$134,200.00	
2	Site Masterplan - New Concrete Stair from Pavililion to Playground		$32,000.00	
3	Site Masterplan- New accessible walk to ADA lot		$30,000.00	
4	Custom paint for security screen at concession window		$2,120.00	
5	Addition of (61) Calendar Days due to additional work		$0.00	
	Total decrease	$0.00		
	Total increase		$198,320.00	
	Net Amount of this Change Order	$198,320.00		
	New Contract Amount Including this Change Order	$1,993,321.26		
	Percent Change - This Change Order			13.10%
	Percent Change - All Change Orders			31.66%

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

Recommended by:	(Project Manager)	Date 8/4/2025
Reviewed / Accepted by:	(Consultant)	Date 8/4/2025
Accepted by:	(Contractor)	Date 8/4/25
Approved by:	(Director)	Date
Approved by:	(Commissioner)	Date 8/04/25
Approved by:	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Valley Park Building Renovation & Expansion
	CONTRACT NO. 295-2023
	CHANGE ORDER #: 3

1. Valley Park Building Renovation & Expansion - Change Order #3 with BMI Builds increases the contract price in the amount of $198,320.00 from $1,795,001.26 to $1,993,321.26 with a (61) calendar day change to the contract time. The addition of $198,320.00 and additional (61) calendar days includes PR#6 integration of Parks Site Masterplan including new upper ADA parking lot and accessible concrete walkway to building and new concrete stair from pavilion to playground, and custom color concession window security screen.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: (61) calendar days

_____ _____

Mayor Date

131 Prosperous Place, Suite 19b
Lexington, Kentucky 40509
Phone: 859-259-1515
Fax: 859-231-5060
Email: thornberrydg@jearchitects.net

Johnson - Early Architects

Proposal Request

PR#: 006

Project: Valley Park Building

Date: June 4, 2025

LFUCG has requested that BMI Builds prepare a formal cost proposal *(COST INCREASE / TIME INCREASE)* to complete work associated with the following items. Please provide a labor/material breakdown for each item for review, if applicable.

This proposal request does not indicate a notice-to-proceed for the work outlined below.

PR #6A/B/C: SITE & PARKING IMPROVEMENTS

There are several miscellaneous items which Parks & Recreation would like to address as part of this project, that currently are not included in the project scope-of-work. Below is an accounting of the items which they would like to address.

See attached site drawing package for detailed information regarding the scopes of work outlined below.

Item A: Miscellaneous Site Improvements

1. Remove the existing asphalt at the upper parking lot.
2. Construct a new parking area per the attached drawings.
3. Construct a new sidewalk connecting outdoor patio slab to the new parking area.
4. Remove & replace the existing concrete entry aprons at the parking lot entrances/exits onto Cambridge Drive.

Item B: Lower Parking Lot Improvements

1. Remove & replace the existing concrete entry aprons at the parking lot entrances/exits onto Cambridge Drive.
2. Construct a new concrete walk & stair connecting the covered patio area to the lower parking lot.
3. Construct miscellaneous sidewalks at the lower parking lot area.
4. Construct (11) new asphalt paved, angled parking spaces.
5. Remove portions of existing fence to accommodate new sidewalks and reinstall new fencing as shown.

Item C: Sealing & Striping

1. Seal and stripe the existing lower parking lots and drives.

EX. CONDITIONS & SITE DEMOLITION PLAN

SCALE: 1"=30'-0"

NORTH 0 10 20 40

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DEMOLITION NOTES:

1. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REGULATIONS AND SPECIFICATIONS OF LFUCG AND KY DIVISION OF WATER.
2. ALL WORK INSIDE KYTC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH KYTC STANDARDS.
3. THE CONTRACTOR MUST OBTAIN THE LATEST ISSUES OF THE LFUCG ZONING ORDINANCE, SUBDIVISION REGULATIONS, AND GENERAL SPECIFICATIONS. ALL CONSTRUCTION MUST CONFORM TO THESE DOCUMENTS.
4. THE UTILITY LOCATION INFORMATION SHOWN ON THESE PLANS IS APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO ANY CONSTRUCTION. DAMAGE TO ANY EXISTING UTILITY IS TO BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE.
5. PORTIONS OF THE VALLEY PARK SITE LIE WITHIN THE 100 YEAR FLOOD PLAIN AS PER THE NATIONAL FLOOD INSURANCE PROGRAM, NATIONAL FLOOD INSURANCE RATE MAP, FAYETTE COUNTY, PANEL 2100670116E, DATED MARCH 3, 2014. EXTENTS OF CONSTRUCTION SHOWN ON THIS PLAN DOES NOT LIE WITHIN THE FLOODPLAIN.
6. THE CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES (B.U.D.), INCLUDING NON-MEMBER UTILITIES, PRIOR TO ANY CONSTRUCTION. ANY UTILITY CHANGE EXPENSES SHALL BE THE CONTRACTORS RESPONSIBILITY.
7. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING UTILITIES BOTH HORIZONTALLY AND VERTICALLY.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL APPLICABLE UTILITY PROVIDERS PRIOR TO DEMOLITION TO ENSURE UTILITIES HAVE BEEN TURNED OFF.
9. SHOULD THE CONTRACTOR ENCOUNTER HAZARDOUS MATERIALS ON SITE, WHICH HAVE NOT BEEN RENDERED HARMLESS, THE CONTRACTOR SHALL IMMEDIATELY STOP ALL WORK IN THE CONTAMINATED AREA AND REPORT THE CONDITION TO THE OWNER AND ARCHITECT / ENGINEER. REFER TO GEOTECHNICAL, ASBESTOS, ENVIRONMENTAL PHASE I & PHASE II REPORTS LOCATED IN THE SPECIFICATIONS FOR ADDITIONAL INFORMATION. NOTE: EXISTING VCT & MASTIC IN MULTI-PURPOSE ROOM SHALL BE ABATED PRIOR TO CONSTRUCTION.
10. THE CONTRACTOR IS RESPONSIBLE FOR JOB SITE SECURITY. CONTRACTOR SHALL INSTALL CONSTRUCTION FENCING AS REQUIRED.

DEMOLITION NOTES:

*1 SAWCUT AND REMOVE CONCRETE WALK/PAVEMENT AND BASE - DO NOT UNDERMINE EXISTING PAVEMENT TO REMAIN.

*2 SAWCUT AND REMOVE ASPHALT PAVEMENT AND BASE - DO NOT UNDERMINE EXISTING PAVEMENT TO REMAIN.

*3 REMOVE EXISTING STRIPING.

*4 REMOVE EXISTING CULVERT

*5 REMOVE EXISTING FENCE

SHEET NOTES:

A EXISTING ASPHALT PAVEMENT TO REMAIN.

B EXISTING CONCRETE PAVEMENT TO REMAIN.

C EXISTING UTILITIES TO REMAIN.

D EXISTING TREE/SHRUBS TO REMAIN

E EXISTING SIDEWALK TO REMAIN

F EXISTING LIGHT POLE TO BE RELOCATED

DEMOLITION LEGEND:

DEMO ASPHALT PAVEMENT

DEMO CONCRETE PAVEMENT

EXISTING ASPHALT PAVEMENT TO REMAIN

EXISTING CONCRETE PAVEMENT TO REMAIN

EXISTING ASPHALT SURFACE TO BE RESEALED AND STRIPED

PARK NOTES:

THIS IS AN EXISTING, OCCUPIED LFUCG PARK. CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH LFUCG AS TO ALLOW THE PARK TO CONTINUE TO FUNCTION SAFELY THROUGHOUT CONSTRUCTION.

UTILITY NOTES:

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER, "KENTUCKY DIG SAFELY (K.D.S.)" (TOLL FREE PHONE NO. 1-800-752-6007) FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. CABLES, ELECTRIC WIRES, GAS, AND WATERLINES). THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS AND IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

UNDERGROUND UTILITIES:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORD DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

REVISIONS
1) —

LFUCG PARKS & RECREATION EXPANSION OF:
VALLEY PARK BUILDING
2077 CAMBRIDGE DR. - LEXINGTON, KY 40504

johnson • early • architects
131 prosperous place, suite 19b • lexington, kentucky 40509
phone: 859-259-1515 • fax: 859-231-5060 • e-mail: earlyjb@jearchitects.net

BANKS

EX. CONDITIONS & SITE DEMOLITION PLAN

DATE	DRAWN BY	CHECKED	REVISIONS
MAY 12, 2025	JTS	JBE	

SHEET NO.
SD-1

SITE IMPROVEMENT PLAN

SCALE: 1"=30'-0"

GENERAL NOTES:

1. ALL CONSTRUCTION METHODS MATERIALS AND WORK ACTIVITIES SHALL BE IN ACCORDANCE WITH LFUCG SPECIFICATIONS AS WELL AS THE KENTUCKY TRANSPORTATION CABINET (KTC) DEPARTMENT OF HIGHWAYS SPECIFICATIONS AND SUPPLEMENT FOR ROAD AND BRIDGE CONSTRUCTION LATEST ADDITION, UNLESS OTHERWISE SPECIFIED. THE CURRENT KTC STANDARD DRAWINGS WILL ALSO APPLY UNLESS OTHERWISE NOTED ON THE PLANS.
2. CONTRACTOR SHALL OBTAIN A COPY OF THE GEOTECHNICAL REPORT FROM THE OWNER PRIOR TO BEGINNING CONSTRUCTION FOR RECOMMENDATIONS ON OVER EXCAVATION IN BUILDING PAD AREAS, PAVEMENT DESIGNS, ETC.
3. CONTRACTOR TO FIELD VERIFY ALL LOCATIONS AND DEPTHS OF EXISTING STORM/SANITARY/GAS/WATER LINES PRIOR TO BEGINNING CONSTRUCTION.
4. CONTRACTOR TO VERIFY ALL BUILDING DIMENSIONS WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION.
5. ALL DIMENSIONS SHOWN IN PAVED AREAS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
6. WHEN MATCHING EXISTING BITUMINOUS ASPHALT PAVEMENTS, A TWO (2) INCH DEPTH SAW CUT SHALL BE MADE A MINIMUM OF TWELVE (12) INCHES FROM THE EDGE OR TO SOUND MATERIAL AND THE ASPHALT MATERIALS SHALL BE PLACED TO FORM A WATERTIGHT JOINT.
7. CONCRETE PAVING NOTE:
   A. SCORING PATTERN IS TO BE PERPENDICULAR/PARALLEL TO PROPOSED BUILDING. MAXIMUM SPACING ON CONTROL JOINTS - 5'-0" O.C. MAXIMUM SPACING ON EXPANSION JOINTS - 40'-0".
   B. EXPANSION JOINT MATERIAL (SELF LEVELING JOINT SEALANT) TO BE ADJACENT TO BUILDING AT ALL AREAS OF CONCRETE CONSTRUCTION. ALL COLD JOINTS AND ALONG ALL CURBS..
8. ALL STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH LFUCG SPECIFICATIONS.
9. ALL ACCESSIBLE SITE FEATURES, INCLUDING SIGNAGE, SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACCEPTABLE "ADA" REQUIREMENTS FOR HANDICAP ACCESSIBILITY.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR 4" WHITE PAINTED PARKING STRIPES, AND THAT WHICH IS REQUIRED FOR HANDICAP PARKING. REFER TO LFUCG TRAFFIC ENGINEERING STANDARDS FOR ALL THERMOPLASTIC PAVEMENT MARKINGS.
11. CONTRACTOR TO COORDINATE FINAL DESIGN OF SIDEWALK STEPS, WALKWAYS, AND ACCESSIBLE RAMPS WITH ARCHITECT/OWNER.
12. ALL ACCESSIBLE ROUTES SHALL HAVE A 5.00% MAXIMUM LONGITUDINAL SLOPE WITH A 2.00% MAXIMUM CROSS SLOPE.
13. ALL ACCESSIBLE PARKING STALLS SHALL BE CONSTRUCTED WITH A MAXIMUM 2.00% CROSS SLOPE IN ANY DIRECTION.
14. ALL ACCESSIBLE RAMPS SHALL HAVE A YELLOW TACTILE WARNING SURFACE (ARMOR-TILE, OR APPROVED EQUAL) PER "ADA" REQUIREMENTS FOR HANDICAP ACCESSIBILITY.
15. THE CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES (B.U.D.), INCLUDING NON-MEMBER UTILITIES, PRIOR TO ANY CONSTRUCTION.
16. THE UTILITY LOCATION INFORMATION SHOWN ON THESE PLANS IS APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO ANY CONSTRUCTION.
17. EXISTING UTILITIES ARE LOCATED USING THE BEST INFORMATION AVAILABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL UTILITIES PRIOR TO DIGGING. DAMAGE TO EXISTING UTILITIES IS TO BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
18. ALL SIGNAGE TO BE COORDINATED WITH LFUCG STANDARDS.
19. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR ANY LOCATION IMPACTED BY CONSTRUCTION ACTIVITIES TO LIKE NEW CONDITION.

SHEET NOTES:

1. CONCRETE WALK PER DETAIL (SEE DETAIL SHEETS)
2. BLUE 4" PARKING LOT STRIPING PER ADA STANDARDS
3. 4" WHITE PARKING LOT STRIPING
4. NEW LIGHT DUTY ASPHALT
5. RESEAL AND STRIPE EXISTING PAVEMENT
6. HANDICAP SIGN AND SYMBOL
7. CONCRETE STAIRS (SEE DETAIL SHEET FOR MORE INFORMATION)
8. DETECTABLE WARNING PANEL (PER DETAIL ON SHEET SD-6)

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UTILITY NOTE:

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EXISTING UTILITIES NOTE

ANY EXISTING UTILITIES TO REMAIN WHICH HAVE LIDS, VALVES, ETC AT FINISHED GRADE SHALL BE ADJUSTED TO MEET THE NEW PROPOSED GRADES. REFER TO THE GRADING PLAN FOR ADDITIONAL INFORMATION.

SURVEY NOTE:

THESE PLANS DO NOT CONSTITUTE A BOUNDARY SURVEY AND ARE NOT INTENDED FOR LAND TRANSFER. THEY DO NOT MEET THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE SOLE PURPOSE OF THIS SHEET IS FOR USE IN OBTAINING A BUILDING PERMIT.

BENCHMARK

NOTE: ALL ELEVATIONS ARE BASED ON NAVD 1988 DATUM AND WERE DERIVED FROM A GPS SURVEY.

SOURCE BENCHMARK: GPS CONTROL ON GPS-KY STATE PLANE COORDINATE SYSTEM. KY SINGLE ZONE.

ENGINEER TO SUPPLY CONTRACTOR WITH BENCHMARKS AT CONTRACTOR'S DIRECTION.

HATCH LEGEND

- HEAVY DUTY PAVEMENT
- LIGHT DUTY PAVEMENT
- PROPOSED CONCRETE PAVEMENT

REVISIONS
1) ---

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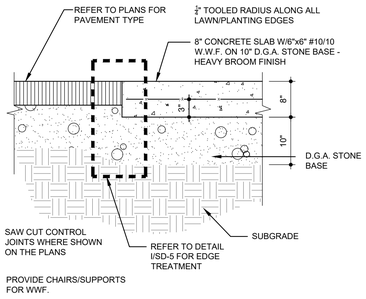
BANKS

SITE IMPROVEMENT PLAN

SHEET NO.
SD-2

DATE	DRAWN BY	CHECKED	REVISIONS
MAY 12, 2025	JTS	JBE	

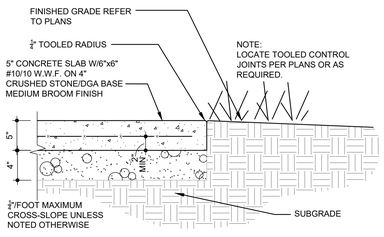
EX-CANOPY
EX-BUILDING
EX_8"VCP
89.81'
N 77°09'43" W
N 12°50'17" E
60.00'
300.39'
N 77°09'43" W
SAN
SAN
SAN



8" CONCRETE PVMT

SCALE: NOT TO SCALE

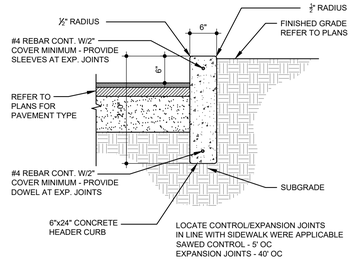
A SD-4



5" CONCRETE WALK

SCALE: NOT TO SCALE

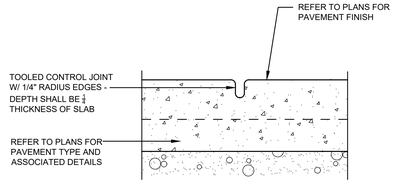
B SD-4



HEADER CURB

SCALE: NOT TO SCALE

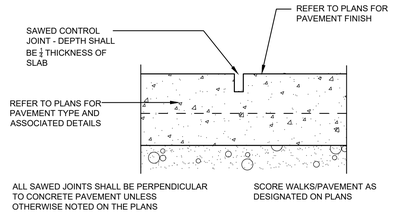
C SD-4



CONTROL JOINT

SCALE: NOT TO SCALE

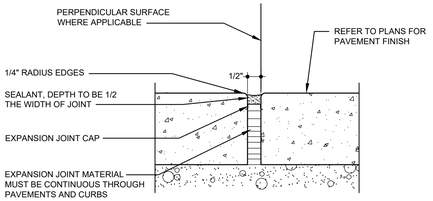
D SD-4



SAWED JOINT

SCALE: NOT TO SCALE

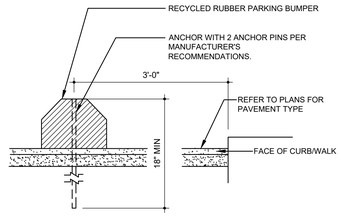
E SD-4



EXPANSION JOINT

SCALE: NOT TO SCALE

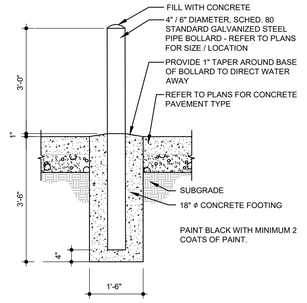
F SD-5



PARKING BUMPER

SCALE: NOT TO SCALE

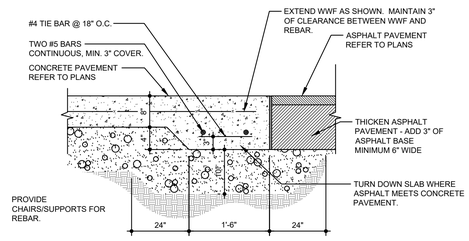
G SD-5



BOLLARD

SCALE: NOT TO SCALE

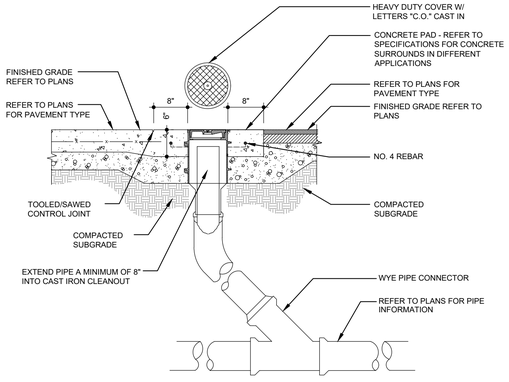
H SD-4



CONCRETE / ASPHALT SECTION

SCALE: NOT TO SCALE

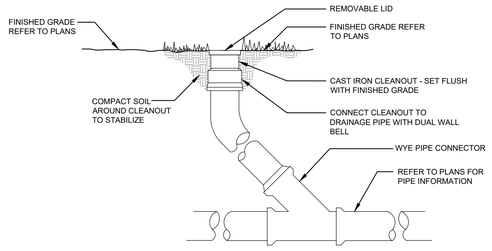
I SD-4



CLEAN OUT

SCALE: NOT TO SCALE

J SD-4



CLEAN OUT

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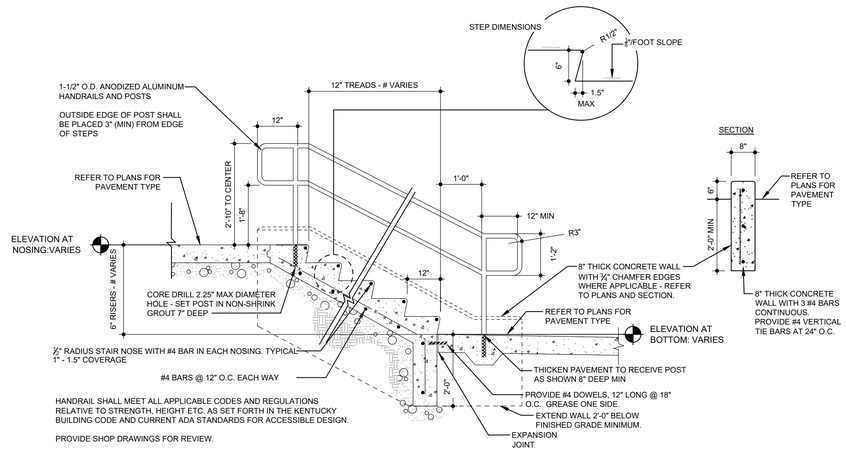
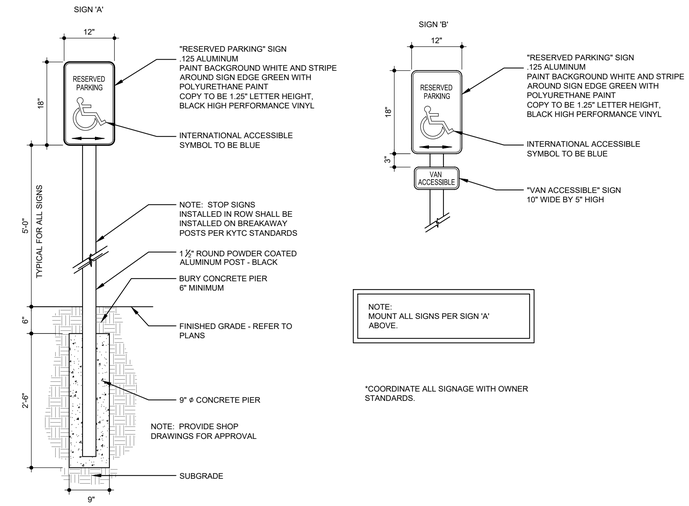
K SD-4



CONCRETE STEPS AND HANDRAIL

NOT TO SCALE

A SD-4



SITE SIGNAGE

SCALE: NOT TO SCALE

L SD-4

REVISIONS
1) ---

LFUCG PARKS & RECREATION EXPANSION OF:
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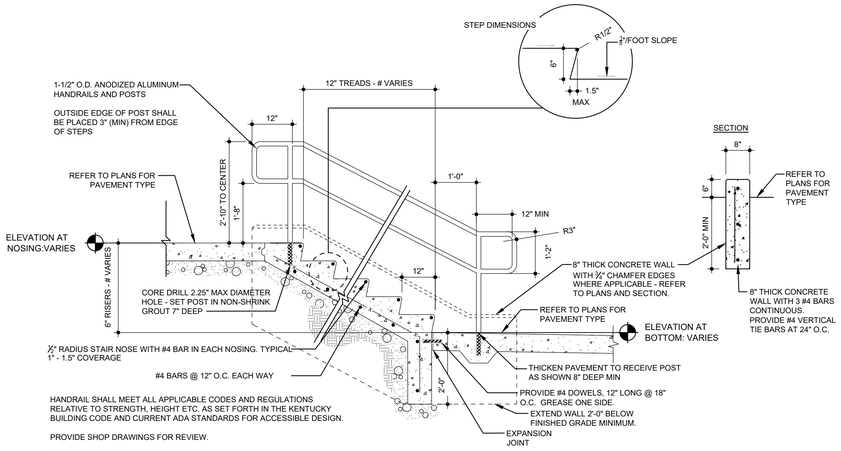
BANKS

SITE DETAILS

DATE	DRAWN BY	CHECKED	REVISIONS
MAY 12, 2025	JTS	JBE	

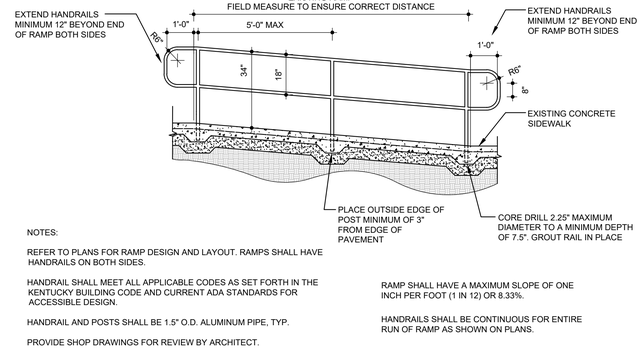
SHEET NO. SD-4



CONCRETE STEPS AND HANDRAIL

NOT TO SCALE

A
SD-6



NOTES:

REFER TO PLANS FOR RAMP DESIGN AND LAYOUT. RAMPS SHALL HAVE HANDRAILS ON BOTH SIDES.

HANDRAIL SHALL MEET ALL APPLICABLE CODES AS SET FORTH IN THE KENTUCKY BUILDING CODE AND CURRENT ADA STANDARDS FOR ACCESSIBLE DESIGN.

HANDRAIL AND POSTS SHALL BE 1.5" O.D. ALUMINUM PIPE, TYP.

PROVIDE SHOP DRAWINGS FOR REVIEW BY ARCHITECT.

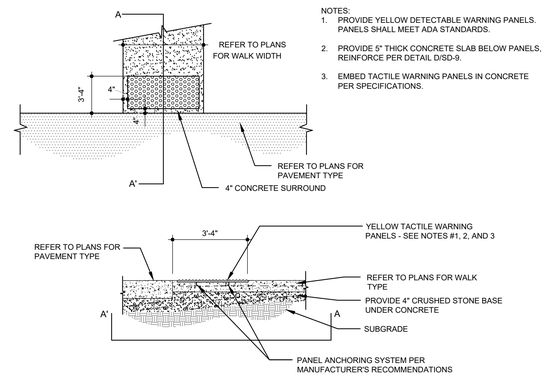
RAMP SHALL HAVE A MAXIMUM SLOPE OF ONE INCH PER FOOT (1 IN 12) OR 8.33%.

HANDRAILS SHALL BE CONTINUOUS FOR ENTIRE RUN OF RAMP AS SHOWN ON PLANS.

ADA HANDRAIL

NOT TO SCALE

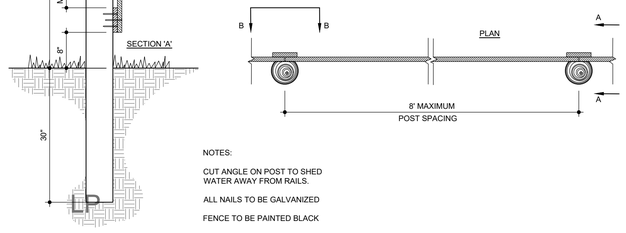
B
SD-6



DETECTABLE WARNING PANEL

NOT TO SCALE

C
SD-6



NOTES:

CUT ANGLE ON POST TO SHED WATER AWAY FROM RAILS.

ALL NAILS TO BE GALVANIZED

FENCE TO BE PAINTED BLACK

4-BOARD WOOD FENCE

NOT TO SCALE

D
SD-6

REVISIONS

1) ----

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VALLEY PARK BUILDING

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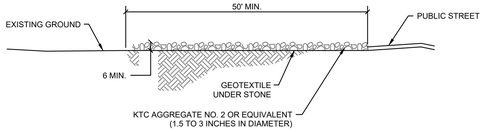
BANKS

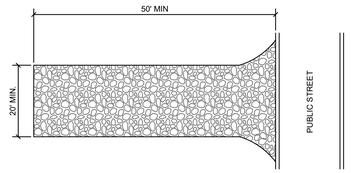
SITE DETAILS

SHEET NO.
SD-5

DATE	DRAWN BY	CHECKED	REVISIONS
MAY 12, 2025	JTS	JBE	

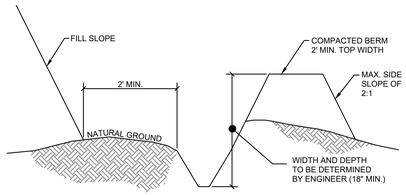


CROSS SECTION

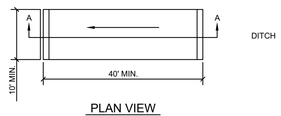


PLAN VIEW

CONSTRUCTION ENTRANCE



TEMPORARY DIVERSION DITCH



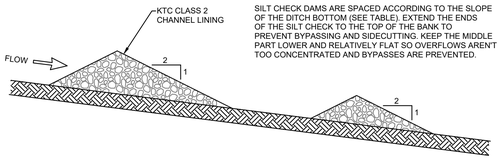
PLAN VIEW

SECTION A-A

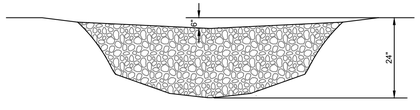
TEMPORARY SEDIMENT TRAP

TEMPORARY SEDIMENT TRAP NOTES:

1. THE SIZE, SHAPE AND LOCATION OF TRAP MAY BE ADJUSTED FROM THAT SHOWN IN THE CONSTRUCTION PLANS, AS DIRECTED BY THE ENGINEER.
2. THE SEDIMENT TRAP MAY BE CONSTRUCTED AS DIRECTED BY THE ENGINEER, AS LONG AS THE AREA AND DEPTH IS AT LEAST AS THAT INDICATED ON THE PLANS.
3. SEDIMENT TRAP SHALL BE CONSTRUCTED BY EXCAVATING THE BASIN IN NATURAL OR EXCAVATED CHANNELS. SEDIMENT DEPOSITS IN TRAP SHALL BE REMOVED EACH TIME THE TRAP IS APPROXIMATELY 50 PERCENT FILLED. WHEN THEIR USEFULNESS HAS ENDED, THE TRAPS SHALL BE REMOVED, SURPLUS MATERIAL DISPOSED OF AND THE ENTIRE DISTURBED AREA SHALL BE SEEDED AND PROTECTED, OR SODDED, AS DIRECTED. SEDIMENT TRAPS MAY REMAIN IN PLACE UPON COMPLETION OF THE PROJECT ONLY WHEN PERMITTED BY THE ENGINEER OR THE PLANS.



LONGITUDINAL SECTION SHOWING
SPACING BETWEEN CHECK DAMS

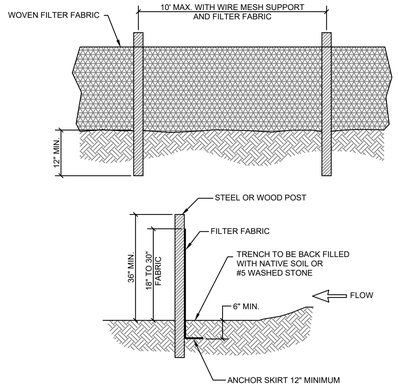


SECTION ACROSS CHANNEL

STONE SILT CHECK DETAIL

SPACING FOR SILT CHECK DAMS		
DITCH SLOPE	SILT CHECK DAM SPACING	ADDITIONAL INFORMATION
30%	10 ft.	CALCULATED FOR 3' HIGH SILT CHECK DAMS.
20%	15 ft.	
15%	20 ft.	
10%	35 ft.	CENTER OF DAM SHOULD BE 6" LOWER THAN SIDES.
5%	55 ft.	
3%	100 ft.	
2%	150 ft.	USE 5"-10" ROCK, STONE BAGS, OR COMMERCIAL PRODUCTS.
1%	300 ft.	
0.5%	600 ft.	

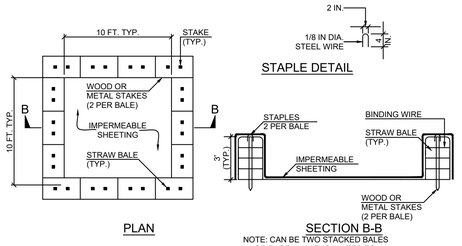
SILT CHECK DAMS ARE SPACED ACCORDING TO THE SLOPE OF THE DITCH BOTTOM (SEE TABLE). EXTEND THE ENDS OF THE SILT CHECK TO THE TOP OF THE BANK TO PREVENT BYPASSING AND SIDECUTTING. KEEP THE MIDDLE PART LOWER AND RELATIVELY FLAT SO OVERFLOWS AREN'T TOO CONCENTRATED AND BYPASSES ARE PREVENTED.



SILT FENCE DETAIL

TEMPORARY SILT FENCE GENERAL NOTES:

1. FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER, WHEN JOINTS CANNOT BE AVOIDED, FILTER FABRIC SHALL BE SPLICED TOGETHER ONLY AT A POST WITH 3 FOOT MIN. OVERLAP, AND SECURELY SEALED.
2. POSTS SHALL BE SPACED AT 6 FOOT INTERVALS IN AREAS OF RAPID RUNOFF.
3. POSTS SHALL BE AT LEAST 5 FEET IN LENGTH.
4. STEEL POSTS SHALL HAVE PROJECTIONS FOR FASTENING WIRE AND FABRIC.
5. WOOD POSTS SHALL BE 2 INCHES BY 2 INCHES OR EQUIVALENT. STEEL POSTS SHALL BE 1:3 LBS PER LINEAR FOOT.
6. A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH IN LENGTH, WIRE TIES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
7. WASHED STONE SHALL BE USED TO BURY SKIRT WHEN SILT FENCE IS USED ADJACENT TO A CHANNEL, CREEK, OR POND.
8. TURN SILT FENCE UP SLOPE AT ENDS.



PLAN

STAPLE DETAIL

SECTION B-B

NOTE: CAN BE TWO STACKED BALES OR PARTIALLY EXCAVATED TO REACH 3 FOOT DEPTH

WASHOUT STRUCTURE WITH STRAW BALES

CONSTRUCTION SPECIFICATIONS

1. LOCATE WASHOUT STRUCTURE A MINIMUM OF 50 FEET AWAY FROM OPEN CHANNELS, STORM DRAIN INLETS, SENSITIVE AREAS, WETLANDS, BUFFERS AND WATER COURSES AND AWAY FROM CONSTRUCTION TRAFFIC.
2. SIZE WASHOUT STRUCTURE FOR VOLUME NECESSARY TO CONTAIN WASH WATER AND SOLIDS AND MAINTAIN AT LEAST 4 INCHES OF FREEBOARD. TYPICAL DIMENSIONS ARE 10 FEET X 10 FEET X 3 FEET DEEP.
3. PREPARE SOIL BASE FREE OF ROCKS OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE LINER. FOR LINER, USE 10 MIL OR THICKER UV RESISTANT, IMPERMEABLE SHEETING, FREE OF HOLES AND TEARS OR OTHER DEFECTS THAT COMPROMISE IMPERMEABILITY OF THE MATERIAL.
4. PROVIDE A SIGN FOR THE WASHOUT IN CLOSE PROXIMITY TO THE FACILITY.
5. KEEP CONCRETE WASHOUT STRUCTURE WATER TIGHT. REPLACE IMPERMEABLE LINER IF DAMAGED (E.G., RIPPED OR PUNCTURED). EMPTY OR REPLACE WASHOUT STRUCTURE THAT IS 75 PERCENT FULL, AND DISPOSE OF ACCUMULATED MATERIAL PROPERLY. DO NOT REUSE PLASTIC LINER. WET-VACUUM STORED LIQUIDS THAT HAVE NOT EVAPORATED AND DISPOSE OF IN AN APPROVED MANNER. PRIOR TO FORECASTED RAINSTORMS, REMOVE LIQUIDS OR COVER STRUCTURE TO PREVENT OVERFLOWS. REMOVE HARDENED SOLIDS, WHOLE OR BROKEN UP, FOR DISPOSAL OR RECYCLING. MAINTAIN RUNOFF DIVERSION AROUND EXCAVATED WASHOUT STRUCTURE UNTIL STRUCTURE IS REMOVED.

Best Management Practices General Notes:

1. The purpose of this plan is to minimize or eliminate the transport of potential sediment and other contaminants across and off the construction site.
2. The Contractor shall be responsible for securing all required permits. No grading, excavating, stripping, filling or other construction activity shall occur until the following occurs:
   * The Best Management / Soil Erosion Control Plan is approved by the Governing Agency.
   * The NOI is filed with the Division of Water in Frankfort and a copy is provided to the Governing Agency and the Engineer.
   * The Erosion Control / Best Management features are installed and inspected and approved by the Engineer and the Governing Agency. (Note: This shall also include any tree protection fencing as required by the Approved Development Plan).
   * A Grading Permit is obtained and a copy is provided to the Engineer.
3. The Contractor is responsible for installation of any additional erosion control measures necessary to prevent erosion and sedimentation as determined by the engineer or the governing agency. All disturbed areas are to drain to approved sediment control devices at all times during land disturbing activities and during site development until final stabilization is achieved.
4. Any deviation from the Erosion Control / Best Management Plan must be approved by the Engineer.
5. The contractor shall be responsible for providing and maintaining construction entrances and shall keep all roads and streets free from mud dirt and debris.
6. The contractor shall inspect all erosion and sediment control measures at least once every seven calendar days and within 24 hours after the end of a storm event of 1/2 inch or greater. Any necessary repairs or cleanup to maintain the effectiveness of the erosion control devices shall be made immediately within 24 hours.

Methods to control sediment and erosion shall include the following:

1. Minimize clearing and grubbing. Allow as much existing vegetation on site to remain as long as possible before disturbing. This includes both trees and grass. Only those areas that are within the construction limits will be disturbed. Allow areas that eventually must be disturbed to remain undisturbed for as long as possible.
2. Sequenced construction to minimize the exposure time of cleared surface areas. Grading activities must be avoided during periods of highly erosive rainfall. Stage and/or phase construction activities. Areas of one phase must be stabilized before another phase can be initiated. Stabilization shall be accomplished by temporarily or permanently protecting the disturbed soil surface from rainfall impact and runoff.
3. Minimize the time that the soil is exposed. Only disturb the soil when necessary. Only disturb areas that are essential to construction operations. Provide temporary grass cover to disturbed soil areas that must remain disturbed for an indefinite period of time. Provide permanent grass cover to disturbed soil areas once construction is complete.
4. All surface water flowing toward the construction area shall be diverted around the construction area to reduce its erosion potential using dikes, berms, channels or sediment traps as necessary. Temporary diversion channels must be lined to expected high water level and protected by non-erodible material to minimize erosion. Clean rock check dams shall be properly constructed to detain run-off and trap sediment. Prevent run-off from flowing across disturbed soil areas. Divert run-off to existing vegetated area and provide temporary diversion ditches or swales to divert run-off to the vegetated areas.
5. Refer to the LFUCG Stormwater Manual for additional information on erosion control. Also, refer to the Kentucky Erosion Prevention and Sediment Control Field Guide.
6. Some minimum measures that must be implemented may include:

Soil Stabilization Measures
* Temporary seeding
* Permanent seeding
* Riprap
* Construction entrance/exit
* Dust and pollutants control

Runoff Control Measures
* Check Dams
* Outlet Protection

Sediment Control Measures:

* Sediment basins
* Silt Fence
* Storm drain inlet protection
* Silt traps

In addition to preventing sediment and erosion control during construction, the contractor must minimize or eliminate the potential for chemical contaminants to enter the soil or be carried across the site by storm water. Potential contaminants normally associated with construction activity include gasoline and diesel fuel, oil, grease, antifreeze, termite soil treatment chemicals, fertilizer, asphalt oils, emulsions and small particle size construction debris. The contractor must employ various best management practices to eliminate or minimize the potential for these contaminants to reach the soil and/or drainage systems.

Contractor and Subcontractor Certification:

All contractors and subcontractors who will implement any control measure or perform any soil disturbing activities must sign a copy of the certification statement below. The certification must include the name and title of the person providing the signature, the name, address and telephone number of the contracted firm, the address or other identifying description of the site and the date the certification is made.

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of the certification."

Name: _____

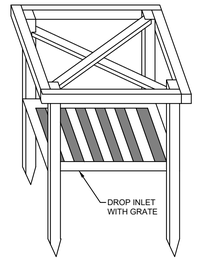
Company: _____

Title: _____

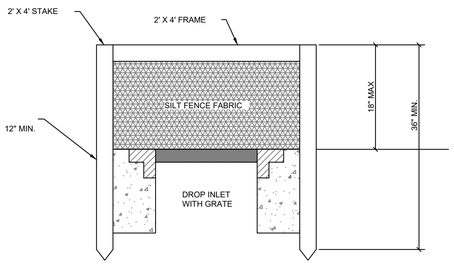
Address: _____

Phone: _____

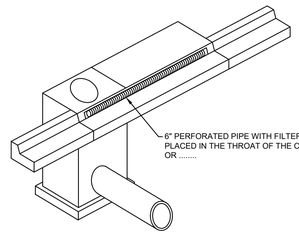
Signature: _____



ISOMETRIC VIEW OF
2x4 WOOD FRAME



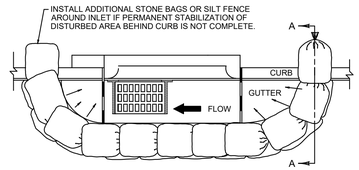
CROSS SECTION VIEW



NOTE: SAND BAGS MAY BE USED IN PLACE OF THE PERFORATED PIPE WITH SLEEVE.

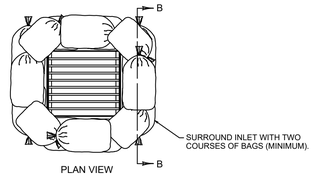
1' 6" X 2' 4" WOVEN POLYPROPYLENE BAGS.
FILLED 1/2 TO 2/3 FULL WITH #57 STONE.

SECTION B~B



PLAN VIEW

SECTION A~A



PLAN VIEW

CATCH BASIN/DROP INLET PROTECTION OPTIONS

REVISIONS
1) ---

LFUCG PARKS & RECREATION EXPANSION OF:
VALLEY PARK BUILDING
2077 CAMBRIDGE DR. - LEXINGTON, KY 40504

johnson • early • architects
131 prosperous place, suite 19b • lexington, kentucky 40509
phone: 859-259-1515 • fax: 859-231-5060 • e-mail: earlyjb@jearchitects.net

BANKS

BEST MANAGEMENT PRACTICES PLAN

SHEET NO.
SD-6

DATE	DRAWN BY	CHECKED	REVISIONS
MAY 12, 2025	JTS	JBE	

BMI Builds LLC

156 Rocky Waters Way

Georgetown, KY 40324

8599131101

Office@BMIBuilds.com

Estimate

ADDRESS

LFUCG

200 Main Street

Lexington, United States

ESTIMATE # 1131

DATE 06/18/2025

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Services	New upper ADA parking lot, accessible concrete walkway to building, new concrete stair from pavilion to playground.	1	196,200.00	196,200.00
	Services	Concession Window Security Screen	1	2,120.00	2,120.00

TOTAL **$198,320.00**

Accepted By

Accepted Date

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 3 TO THE AGREEMENT WITH BMI BUILDS LLC, FOR THE VALLEY PARK BUILDING RENOVATION AND EXPANSION PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $198,320.00, FROM $1,795,001.26 to $1,993,321.26, AND INCREASING THE CONTRACT TIME BY AN ADDITIONAL SIXTY-ONE (61) CALENDAR DAYS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 3, which is attached hereto and incorporated herein by reference, to the Agreement with BMI Builds LLC, for the Valley Park Building Renovation and Expansion Project, increasing the contract price by the sum of $198,320.00, from $1,795,001.26 to $1,993,321.26, and increasing the contract time by an additional sixty-one (61) calendar days.

Section 2 – That an amount, not to exceed the sum of $198,320.00, be and hereby is approved for payment to BMI Builds LLC, from account # 1105-707602-91015, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0725-25:WDR:4917-9812-9499, v. 1

RESOLUTION NO. 372 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 3 TO THE AGREEMENT WITH BMI BUILDS LLC, FOR THE VALLEY PARK BUILDING RENOVATION AND EXPANSION PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $198,320.00, FROM $1,795,001.26 to $1,993,321.26, AND INCREASING THE CONTRACT TIME BY AN ADDITIONAL SIXTY-ONE (61) CALENDAR DAYS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 3, which is attached hereto and incorporated herein by reference, to the Agreement with BMI Builds LLC, for the Valley Park Building Renovation and Expansion Project, increasing the contract price by the sum of $198,320.00, from $1,795,001.26 to $1,993,321.26, and increasing the contract time by an additional sixty-one (61) calendar days.

Section 2 – That an amount, not to exceed the sum of $198,320.00, be and hereby is approved for payment to BMI Builds LLC, from account # 1105-707602-91015, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: August 14, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0725-25:WDR:4917-9812-9499, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0726-25

File ID:	0726-25	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	238-2025	**In Control:**	Urban County Council
				File Created:	08/04/2025
File Name:	Request Council authorization to accept $90,000 from, and execute a Memorandum of Understanding with, the Triangle Foundation for the Main and Vine Streetscape and Amenities Redesign Plan. No matching funds are required.			**Final Action:**	08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding and accept an award from the Triangle Foundation for the Main and Vine Streetscape and Amenities Redesign Plan in the amount of $90,000 for the Div. of Grants and Special Programs, no local match is required, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Mayor's Office, Peacher]

Notes: CILOO SAF in the CCO. Returned to Celia Moore 9/2/2025. MS

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	26 - Blue Sheet Memo Triangle Fdtn Grant Main and Vine, BA 13858, Triangle Fdtn_signed_MOU-Grant Main+Vine, RESO 0726-25 Triangle Foundation Grant 4932-3374-5758 v.1.docx, R-393-2025, Contract#238-2025	**Enactment Number:**	R-393-2025
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
2	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
2	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0726-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding and accept an award from the Triangle Foundation for the Main and Vine Streetscape and Amenities Redesign Plan in the amount of $90,000 for the Div. of Grants and Special Programs, no local match is required, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Mayor's Office, Peacher]

Summary

Authorization to execute a Memorandum of Understanding with the Triangle Foundation and accept $90,000 for the Main and Vine Streetscape and Amenities Redesign Plan. No matching funds are required. (L0726-25)(Peacher/Scott)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 7/25/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3300-313201-1602-71299

This Fiscal Year Impact: $90,000

Annual Impact: $0

Project: MAIN_VINE_2026

Activity: OTH_GRANT

Budget Reference: 2026

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **AUGUST 4, 2025**

SUBJECT: **Acceptance of $90,000 Grant Award from the Triangle Foundation for the Main & Vine Streetscape & Amenities Redesign Plan**

Request: Council Authorization to accept $90,000 from, and execute a Memorandum of Understanding with, the Triangle Foundation for the Main and Vine Streetscape and Amenities Redesign Plan. No matching funds are required.

Purpose of Request: The Triangle Foundation is providing a grant to fund a streetscape and amenities redesign plan for Main Street and Vine Street, with a focus on the area between Thoroughbred Park and Triangle Park. To avoid overlap, the Town Branch Commons footprint will be excluded. The plan will explore opportunities to enhance the driver and pedestrian experience along these corridors through updated plantings, lighting, and amenities, while preserving existing curbs and infrastructure. A focused engagement process with key downtown stakeholders will guide a practical, forward-looking design that aligns with LFUCG's long-term maintenance capacity. This initiative builds upon the recently completed Corridors Commission Guidebook and complements the ongoing Downtown Area Master Plan. LFUCG will ensure close coordination to maximize the impact of these aligned efforts. The plan will inform the FY27 budget process, with the goal of identifying matching local funds for implementation.

What is the cost in this budget year and future budget years? $90,000 has been awarded for FY26. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0726-25

Director/Commissioner: Peacher/Scott

Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Personalize Pag

Requester: Moore,Celia E **Date:** 08/04/2025 **Status:** Pending Approval **Amend Nbr:** 13858

Business Unit: LFUCG **Journal Date:** 08/04/2025 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	313201	1602	71299	Prof Svc - Other	90,000.00	JCAREY	055143	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	313201	1602	46750	Grant Revenue - Other	90,000.00	JCAREY	055143	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for Triangle Foundation award for Main and Vine Streetscape Project. (MAIN_VINE_2026)

Net Amend Amt: 0.00

Submit for Approval

Save Add

MEMORANDUM OF UNDERSTANDING
Between
Lexington-Fayette Urban County Government (LFUCG)
and
Triangle Foundation Inc.

Effective Date: _____, 2025
Grant Period: _____, 2025 – June 30, 2026
Project: *Main & Vine Streetscape Plantings & Amenities Redesign Plan*
Grant Amount: $90,000 (paid in one lump sum upon execution)

I. Purpose
This Memorandum of Understanding (MOU) establishes the terms under which the Triangle Foundation will provide a $90,000 grant to the Lexington-Fayette Urban County Government (LFUCG) in support of the *Main & Vine Streetscape Plantings & Amenities Redesign Plan*. This initiative aims to enhance the public realm along Main and Vine Streets through targeted pedestrian-focused improvements—while maintaining existing curb lines and infrastructure—and to inform future public investment through the LFUCG FY27 budget process.

II. Parties
- **Grantee:**
  Lexington-Fayette Urban County Government (LFUCG)
  Attn: Brandi Peacher
  200 E. Main Street
  Lexington, KY 40507

- **Grantor:**
  Triangle Foundation Inc.
  Attn: Stephen L. Grossman
  PO Box 223
  Lexington, KY 40588

III. Roles and Responsibilities
- Corridors Commission will serve as the project sponsor.
- LFUCG staff will lead project management and coordination, including consultant oversight, public engagement, and plan development.
- The Triangle Foundation will be recognized as a funding partner and stakeholder throughout the effort.

IV. Grant Terms
The Triangle Foundation agrees to provide a grant of $90,000, to be paid in one lump sum upon execution of this agreement. Funds are to be used exclusively for the development of the *Main & Vine Streetscape Plantings & Amenities Redesign Plan*, which will:

- Focus on plantings, lighting, and pedestrian-scale amenities.
- Preserve existing curb lines and hard infrastructure.
- Exclude the Town Branch Commons footprint to avoid duplicating recent investments.
- Engage key downtown stakeholders through a streamlined public input process.
- Produce a practical, forward-looking plan aligned with LFUCG's operations and maintenance capabilities.
- Serve as a resource for developing matching local funding through the FY27 budget process to make select corridor improvements.

This effort builds upon the *Corridors Commission Guidebook: Typology & Strategic Design Guide* and complements the ongoing *Downtown Area Master Plan*. LFUCG will ensure close coordination across all planning efforts to maximize impact.

V. Grant Conditions
LFUCG agrees to the following:

1. Compliance: The grant shall be administered in accordance with applicable laws, including those under the Internal Revenue Code.
2. Use of Funds: Funds shall be used solely for the project described above.
3. Local Use Requirement: No portion of the grant may be allocated to divisional, regional, or national affiliates. All funds must benefit the local project.
4. Change Notification: LFUCG will notify the Triangle Foundation promptly of any material changes in:
    - Legal or tax status
    - Key staff responsible for delivering the project
    - Ability to complete the project as proposed
5. Recordkeeping: LFUCG will maintain financial records sufficient to demonstrate that grant funds were spent in accordance with this agreement.
6. Reporting: LFUCG will:
    - Submit interim reports upon request from the Triangle Foundation.
    - Submit the final project document upon completion.
7. Return of Funds: Any unspent or misused funds shall be returned to the Triangle Foundation.
8. Foundation Participation: Triangle Foundation representatives may participate in stakeholder engagement activities related to the project.

VI. Execution and Acceptance

To acknowledge and accept the grant, LFUCG must sign and return two hard copies of this agreement to the Triangle Foundation. Upon receipt, the Triangle Foundation will issue the full grant payment. LFUCG will then submit the agreement for Council approval with the goal of issuing a Request for Proposals (RFP) later in summer 2025.

Authorized Signatures

For Lexington-Fayette Urban County Government (LFUCG):

Name: _____

Title: _____

Date: _____

For Triangle Foundation:

Name: _____

Title: PRESIDENT

Date: 7/24/25

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND ACCEPT AN AWARD FROM THE TRIANGLE FOUNDATION FOR THE MAIN AND VINE STREETSCAPE AND AMENITIES REDESIGN PLAN IN THE AMOUNT OF $90,000.00 FOR THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, NO LOCAL MATCH IS REQUIRED, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a memorandum of understanding and accept an award from the Triangle Foundation for the Main and Vine Streetscape and Amenities Redesign Plan in the amount of $90,000.00, for the Division of Grants and Special Programs. No local match is required.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0726-25:GET:4932-3374-5758, v. 1

RESOLUTION NO. 393-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND ACCEPT AN AWARD FROM THE TRIANGLE FOUNDATION FOR THE MAIN AND VINE STREETSCAPE AND AMENITIES REDESIGN PLAN IN THE AMOUNT OF $90,000.00 FOR THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, NO LOCAL MATCH IS REQUIRED, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a memorandum of understanding and accept an award from the Triangle Foundation for the Main and Vine Streetscape and Amenities Redesign Plan in the amount of $90,000.00, for the Division of Grants and Special Programs. No local match is required.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: August 28,2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0726-25:GET:4932-3374-5758, v. 1

Copy in lieu of original

MEMORANDUM OF UNDERSTANDING
Between
Lexington-Fayette Urban County Government (LFUCG)
and
Triangle Foundation Inc.

Effective Date: _____, 2025
Grant Period: _____, 2025 – June 30, 2026
Project: *Main & Vine Streetscape Plantings & Amenities Redesign Plan*
Grant Amount: $90,000 (paid in one lump sum upon execution)

I. Purpose
This Memorandum of Understanding (MOU) establishes the terms under which the Triangle Foundation will provide a $90,000 grant to the Lexington-Fayette Urban County Government (LFUCG) in support of the *Main & Vine Streetscape Plantings & Amenities Redesign Plan*. This initiative aims to enhance the public realm along Main and Vine Streets through targeted pedestrian-focused improvements—while maintaining existing curb lines and infrastructure—and to inform future public investment through the LFUCG FY27 budget process.

II. Parties
- **Grantee:**
  Lexington-Fayette Urban County Government (LFUCG)
  Attn: Brandi Peacher
  200 E. Main Street
  Lexington, KY 40507

- **Grantor:**
  Triangle Foundation Inc.
  Attn: Stephen L. Grossman
  PO Box 223
  Lexington, KY 40588

III. Roles and Responsibilities
- Corridors Commission will serve as the project sponsor.
- LFUCG staff will lead project management and coordination, including consultant oversight, public engagement, and plan development.
- The Triangle Foundation will be recognized as a funding partner and stakeholder throughout the effort.

IV. Grant Terms

The Triangle Foundation agrees to provide a grant of $90,000, to be paid in one lump sum upon execution of this agreement. Funds are to be used exclusively for the development of the *Main & Vine Streetscape Plantings & Amenities Redesign Plan*, which will:

- Focus on plantings, lighting, and pedestrian-scale amenities.
- Preserve existing curb lines and hard infrastructure.
- Exclude the Town Branch Commons footprint to avoid duplicating recent investments.
- Engage key downtown stakeholders through a streamlined public input process.
- Produce a practical, forward-looking plan aligned with LFUCG's operations and maintenance capabilities.
- Serve as a resource for developing matching local funding through the FY27 budget process to make select corridor improvements.

This effort builds upon the *Corridors Commission Guidebook: Typology & Strategic Design Guide* and complements the ongoing *Downtown Area Master Plan*. LFUCG will ensure close coordination across all planning efforts to maximize impact.

V. Grant Conditions

LFUCG agrees to the following:

1. Compliance: The grant shall be administered in accordance with applicable laws, including those under the Internal Revenue Code.
2. Use of Funds: Funds shall be used solely for the project described above.
3. Local Use Requirement: No portion of the grant may be allocated to divisional, regional, or national affiliates. All funds must benefit the local project.
4. Change Notification: LFUCG will notify the Triangle Foundation promptly of any material changes in:
    - Legal or tax status
    - Key staff responsible for delivering the project
    - Ability to complete the project as proposed
5. Recordkeeping: LFUCG will maintain financial records sufficient to demonstrate that grant funds were spent in accordance with this agreement.
6. Reporting: LFUCG will:
    - Submit interim reports upon request from the Triangle Foundation.
    - Submit the final project document upon completion.
7. Return of Funds: Any unspent or misused funds shall be returned to the Triangle Foundation.
8. Foundation Participation: Triangle Foundation representatives may participate in stakeholder engagement activities related to the project.

VI. Execution and Acceptance

To acknowledge and accept the grant, LFUCG must sign and return two hard copies of this agreement to the Triangle Foundation. Upon receipt, the Triangle Foundation will issue the full grant payment. LFUCG will then submit the agreement for Council approval with the goal of issuing a Request for Proposals (RFP) later in summer 2025.

Authorized Signatures

For Lexington-Fayette Urban County Government (LFUCG):

Name: Linda Gorton

Title: Mayor

Date: 9/2/2025

For Triangle Foundation:

Name:

Title: PRESIDENT

Date: 7/24/25

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0727-25

File ID:	0727-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/04/2025
File Name:	Zonar Sole Source 2025			**Final Action:**	08/28/2025

Title: A Resolution authorizing the Div. of Waste Management to purchase electronic vehicle inspection reporting software, hardware, data services, and professional services from Zonar Systems, LLC, a sole source provider, at a cost not to exceed $85,000, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Zonar Systems, LLC, related to the procurement. [Div. of Waste Management, Baldon]

Notes:

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	Zonar - Bluesheet Memo 8.2025, Zonar sole source-August2025, RESO 727-25- Zonar Systems LLC 4921-1006-6014 v.1.docx, R-394-2025	**Enactment Number:**	R-394-2025
Deed #:		**Hearing Date:**	
Drafter:	Mason Coffey	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0727-25

Title

A Resolution authorizing the Div. of Waste Management to purchase electronic vehicle inspection reporting software, hardware, data services, and professional services from Zonar Systems, LLC, a sole source provider, at a cost not to exceed $85,000, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Zonar Systems, LLC, related to the procurement. [Div. of Waste

Management, Baldon]

Summary

Authorization to establish Zonar Systems, LLC as a sole source vendor for purchase of Electronic Vehicle Inspection Reporting (EVIR) software, hardware, data services and professional services to fulfill current Department of Transportation (DOT) regulations for pre and post trip inspections of the Waste Management heavy duty fleet. At a cost not to exceed $85,000. Funds are Budgeted. (L0727-25)(Baldon/Albright)

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**/No/Partial

Account Number: 1115-303501-0001-72303 - $63,479.00
1115-303501-0001-75801- will not exceed $21,521.00

This Fiscal Year Impact:

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: 1115-303501-0001-72303 - $138,727.36
1115-303501-0001-75801 - $74,454.78

MAYOR LINDA GORTON

LEXINGTON

ANTONIO BALDON
DIRECTOR
WASTE MANAGEMENT

M E M O R A N D U M

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

FROM: Antonio Baldon, Director
Division of Waste Management

DATE: August 4, 2025

SUBJECT: **Zonar Systems, LLC – Sole Source Certification**

Request:
The attached is requesting authorization to establish Zonar Systems, LLC as a sole source vendor for purchase of Electronic Vehicle Inspection Reporting (EVIR) software, hardware, data services and professional services to fulfill current Department of Transportation (DOT) regulations for pre and post trip inspections of the Waste Management heavy duty fleet.

Why are you requesting?
Zonar Systems, LLC is the sole supplier of the Electronic Vehicle Inspection Reports (EVIR) System for the Division. Zonar units are in every heavy-duty WM vehicle and are used to conduct inspections to determine the availability of trucks for route assignments and to fulfill Federal DOT regulations.

What is the cost in this budget year and future budget year?
Not to exceed $85,000 and funds are budgeted in FY26 division's budget.

File Number:

Director/Commission: Antonio Baldon/Nancy Albright
If you have any questions or additional information is warranted, please contact Mason Coffey 859-280-8550.

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 Antonio Baldon Division/Dept. Waste Management/ EQPW

Phone (859) 280-8586 Email abaldon@lexingtonky.gov

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

Cost:

Sole Source Request for the Purchase of: hardware and software maintenance from Zonar Inc for electronic vehicle inspection reports

☐ One Time Purchase

X To Establish Sole Source Provider Contract
(Subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Zonar Inc

Contact Name Keith Powell

Address 18200 Cascade Ave. S, Suite 200 Seattle WA 98188

Phone 404-276-8187 Email keith.powell@zonarsystems.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 Zonar Systems hardware and hosted solution provides service and support of our Electronic Vehicle Inspection Reporting (EVIR) hardware and software per federal DOT regulations for the type of trucks Waste Management uses. EVIR is used in combination with our routing software to determine the availability of operational trucks available for route assignments.

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

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

_____
_____

X Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)
Zonar Inc electronic vehicle inspection hardware and software were chosen to be used by WM for the Operation Efficiency Boost project

☐ Uniqueness of the service. Describe.

_____
_____

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

_____
_____

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

_____
_____

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

_____
_____

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

_____
_____
_____
_____

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Software and hardware sold by Zonar Inc used to track electronic vehicles inspection reports. This allows WM employees to do both pre and post trip DOT inspections

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.)

Maintenance cost is comparable to other vendors used by the division (RouteWare and Mettler)

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

EVIR system is a critical system for daily operations. The systems allows the Operational Manager to assign operational trucks to routes without performing a manual inspection every AM.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF WASTE MANAGEMENT TO PURCHASE ELECTRONIC VEHICLE INSPECTION REPORTING SOFTWARE, HARDWARE, DATA SERVICES, AND PROFESSIONAL SERVICES FROM ZONAR SYSTEMS, LLC, A SOLE SOURCE PROVIDER, AT A COST NOT TO EXCEED $85,000.00, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ZONAR SYSTEMS, LLC, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Waste Management is authorized to purchase Electronic Vehicle Inspection Reporting software, hardware, data services, and professional services from Zonar Systems, 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 Zonar Systems, LLC, related to the procurement.

Section 2 – That an amount, not to exceed the sum of $85,000.00, be and hereby is authorized for payment to Zonar Systems, LLC, from accounts # 1115-303501-72303 ($63,479.00) and # 1115-303501-75801 ($21,521.00), 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:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0727-25:GET:4921-1006-6014, v. 1

RESOLUTION NO. 394 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF WASTE MANAGEMENT TO PURCHASE ELECTRONIC VEHICLE INSPECTION REPORTING SOFTWARE, HARDWARE, DATA SERVICES, AND PROFESSIONAL SERVICES FROM ZONAR SYSTEMS, LLC, A SOLE SOURCE PROVIDER, AT A COST NOT TO EXCEED $85,000.00, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ZONAR SYSTEMS, LLC, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Waste Management is authorized to purchase Electronic Vehicle Inspection Reporting software, hardware, data services, and professional services from Zonar Systems, 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 Zonar Systems, LLC, related to the procurement.

Section 2 – That an amount, not to exceed the sum of $85,000.00, be and hereby is authorized for payment to Zonar Systems, LLC, from accounts # 1115-303501-72303 ($63,479.00) and # 1115-303501-75801 ($21,521.00), 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: August 28, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0727-25:GET:4921-1006-6014, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0728-25

File ID:	0728-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	218-2025	**In Control:**	Urban County Council
				File Created:	08/04/2025
File Name:	Federal Equitable Sharing Agreement and Certification			**Final Action:**	08/14/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Federal Equitable Sharing Agreement and Certification with the Dept. of Justice, Dept. of the Treasury, for participation in the Federal Equitable Sharing Program. [Div. of Police, Weathers]

Notes: We are requesting this to be expedited through the Legistar process by giving it two readings at the August 14th Council Meeting. This allows the Lexington Police Department to remain in compliance for federal funding in the equitable sharing program.

RIO 8/6/2025. MS

Taken down to mayor's office 8/15/2025. MS

SAF in the CCO. Returned scans to REnita Happy 8/27/2025. MS

Sponsors:		**Enactment Date:**	08/14/2025
Attachments:	Cover Memo - Federal Equitable Sharing Agreement and Certification.pdf, Equitable Sharing Agreement and Certification.pdf, Memo - Equitable Sharing Agreement and Certification (Carlos Ross).pdf, RESO 728-25 Federal Equitable Sharing Agreement 4931-9121-3406 v.1.doc, R-373-2025	**Enactment Number:**	R-373-2025
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/14/2025		
1	Urban County Council	08/14/2025	Suspended Rules for Second Reading				Pass

1 Urban County Council 08/14/2025 Approved Pass

Text of Legislative File 0728-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Federal Equitable Sharing Agreement and Certification with the Dept. of Justice, Dept. of the Treasury, for participation in the Federal Equitable Sharing Program. [Div. of Police, Weathers]

Summary

Authorization to approve a Federal Equitable Sharing Agreement and Certification with the Department of Justice and Department of the Treasury. This Agreement sets forth the requirements for participation in the federal equitable sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest, which are equitably shared with participating law enforcement agencies and requires the submission of any discrimination cases involving the Lexington Police Department. No Budgetary impact. (L0728-25)(Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Carlos Ross, August 4, 2025

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: $ -0-

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

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: August 4, 2025

SUBJECT: Federal Equitable Sharing Agreement and Certification

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Request
Authorization to approve the attached Federal Equitable Sharing Agreement and Certification with the Department of Justice, The Department of the Treasury.

Why are you requesting?
This agreement sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest, which are equitably shared with participating law enforcement agencies. This agreement also requires the submission of any discrimination cases involving the Lexington Police Department. The letter submitted by the Department of Law states that during the fiscal year ending June 30, 2025, there have not been any findings issued, judgments entered or determinations by any court or administrative agency that the LFUCG Division of Police discriminated against any person or group in violation of the federal civil rights statutes listed in the Equitable Sharing Agreement and Certification. The attached agreement is a prerequisite to receiving any equitably shared cash, property, or proceeds. Due to the time restraint on this agreement, we are requesting this documentation be expedited through the Legistar process, with two readings requested at the August 14th Council Meeting. There will be no budgetary impact. Upon approval and signing, please forward a copy of the agreement to the Chief's Office. If you have any question or require additional information, please contact my office.

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

Are the funds budgeted? N/A

File Number: - 0728-25

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

LBW/rmh

OMB Number 1123-0011
Expires: May 31, 2028

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: KY0340200
Agency Name: Lexington Division Of Police **Type:** Police Department
Mailing Address: 150 East Main Street
Lexington, KY 40507-1318

Agency Finance Contact
Name: Cooper, Phyllis
Phone: 859-258-3310 **Email:** pcooper@lexingtonky.gov

Jurisdiction Finance Contact
Name: Cooper, Phyllis
Phone: 859-258-3310 **Email:** pcooper@lexingtonky.gov

ESAC Preparer
Name: Gambill, Lorie
Phone: 859-258-3624 **Email:** lgambill@lexingtonpolice.ky.gov

FY End Date: 06/30/2025 **Agency FY 2026 Budget:** $101,055,951.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$1,113,062.56	$562,863.82
2	Equitable Sharing Funds Received	$635,492.42	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$1,000.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$636,492.42	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$348,579.95	$43,750.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$1,400,975.03	$519,113.82

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.00
b	Training and Education	$121,175.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$72,584.25	$43,750.00
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$154,820.70	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.00
j	Overtime	$0.00	$0.00
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.00
l	Salaries	$0.00	$0.00
m	Non-Categorized Expenditures	$0.00	$0.00
	Total	$348,579.95	$43,750.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds	$1,000.00	

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Jacob Smith
Company: Crosslin Certified Public Accountants
Phone: 615-320-5500 **Email:** info@crosslimpc.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES [X] NO [ ] THRESHOLD NOT MET [ ]

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2024-06-GSAFAC-0000362213

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq*.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency’s fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Weathers, Lawrence
Title: Police Chief
Email: lweathers@lexingtonpolice.ky.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Gorton, Linda
Title: Mayor
Email: mayor@lexingtonky.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

MAYOR LINDA GORTON

LEXINGTON

DAVE BARBERIE
ACTING COMMISSIONER
DEPARTMENT OF LAW

To: Lorie Gambill
Division of Police

From: Department of Law

Date: July 11, 2025,

Re: Federal Equitable Sharing Agreement and Certification

This is to confirm that during the last fiscal year ending June 30, 2025, there have not been any findings issued, judgments entered or determinations by any court or administrative agency that the LFUCG Division of Police discriminated against any person or group in violation of the federal civil rights statutes listed in the Equitable Sharing Agreement and Certification.

Furthermore, the LFUCG Division of Police has not entered into any settlement with respect to any complaint filed in court or with an administrative agency alleging that the LFUCG Division of Police discriminated against any person or group in violation of the federal civil rights statutes listed in the Equitable Sharing Agreement and Certification.

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

s/ Carlos Ross
Carlos Ross
Managing Attorney

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FEDERAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION WITH THE DEPARTMENT OF JUSTICE, DEPARTMENT OF THE TREASURY, FOR PARTICIPATION IN THE FEDERAL EQUITABLE SHARING PROGRAM.

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 Federal Equitable Sharing Agreement and Certification, which is attached hereto and incorporated herein by reference, with the Department of Justice, Department of the Treasury, for participation in the federal equitable sharing program.

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
728-25:GET:4931-9121-3406, v. 1

RESOLUTION NO. 373 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FEDERAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION WITH THE DEPARTMENT OF JUSTICE, DEPARTMENT OF THE TREASURY, FOR PARTICIPATION IN THE FEDERAL EQUITABLE SHARING PROGRAM.

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 Federal Equitable Sharing Agreement and Certification, which is attached hereto and incorporated herein by reference, with the Department of Justice, Department of the Treasury, for participation in the federal equitable sharing program.

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

PASSED URBAN COUNTY COUNCIL: August 14, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

728-25:GET:4931-9121-3406, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0729-25

File ID:	0729-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	244-2025	**In Control:**	Urban County Council
				File Created:	08/04/2025
File Name:	LinkedIn Contract FY2026			**Final Action:**	08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with LinkedIn Corporation, to promote open positions with the Lexington-Fayette Urban County Government on its platform, for the Office of Public Information, at a cost not to exceed $19,575. [Office of Public Information, Dimon]

Notes: SAF in the CCO. Returned to Stacey D. 9/4/2025. MS

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	LinkedIn contract FY26 memo (2), LinkedInContract, RESO 0729-25 LinkedIn Agreement 4928-7503-5227 v.1.docx, R-395-2025, Contract #244-2025	**Enactment Number:**	R-395-2025
Deed #:		**Hearing Date:**	
Drafter:	Jennifer Sutton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
1	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0729-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with LinkedIn Corporation, to promote open positions with the Lexington-Fayette Urban County Government on its platform, for the Office of Public Information, at a cost not to exceed $19,575. [Office of Public Information, Dimon]

Summary

Authorization to execute an Agreement with LinkedIn advertising services to promote open

positions with LFUCG at a cost of $19,575 for a period of 12 months, beginning August 12th, 2025. LinkedIn is used as a resource for sharing LFUCG job opportunities to potential employees. Funds are Budgeted. (L0729-25)(Dimon/Hamilton)

Budgetary Implications [select]: [Yes]/NO
Advance Document Review:
Law: { Select [Yes]/No, Completed by [Barberie, 6/30/2025]}
Risk Management: {Select Yes/No, Completed by [Official, Date]}
Fully Budgeted [select]: [Yes]/No/Partial
Account Number: 1101-160301-0001-75106
This Fiscal Year Impact: $19,575
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

TO: Mayor Linda Gorton
Urban County Council

FROM: Stacey Dimon, Information Officer Supervisor
Office of Public Information | Government Communications

DATE: July 1, 2025

SUBJECT: LinkedIn advertising services to promote open positions for the LFUCG

Request Council authorization to execute an agreement with LinkedIn advertising services to promote open positions with LFUCG at an annual cost of $19,575. Funds are included in FY2026.

The Office of Public Information needs this action for the renewal of the annual contract with LinkedIn. LinkedIn is a top resource for sharing LFUCG job opportunities to potential employees. The platform targets and shares our positions with job seekers who have the relevant skills for the positions we have open. From July 1, 2024, through May 31, 2025, we advertised 110 jobs on the platform, reaching 27,538 job seekers with matching skills needed for the positions and 2,023 of them clicked to apply.

The term of the contract is 12 months, beginning Aug. 12, 2025. The contract can only be canceled as the result of a material breach or bankruptcy.

What is the cost in this budget year and future budget year?
The cost for future FY is: FY26 - $19,575

Are the funds budgeted? Yes, for FY26
Account number: 1101-160301-0001-75106
File Number: L0729-25
Director/Commissioner: Stacey Dimon/Glenn Brown

LinkedIn Corporation
1000 W. Maude Avenue, Sunnyvale, CA 94085 USA
Federal Tax ID: 47-0912023

Your LinkedIn Representative
David Torrens
dtorrens@linkedin.com

Order Form For Lexington-Fayette Urban Cnty Gvt, KY

Go to Online Checkout	Complete this order using our online checkout (fastest option)

or sign and return to LinkedIn

Complete the Authorized Signatures section at the end of the order form and return the signed document using:

Secure upload (fastest option)	Email	
Go to Online Checkout	dtorrens@linkedin.com	Please do not send by postal mail

Primary Contact

Stacey Dimon
staceyd@lexingtonky.gov
8592583306

Billing Contact

Stacey Dimon
staceyd@lexingtonky.gov
8592583306

Bill to

Lexington-Fayette Urban Cnty Gvt, KY
200 E Main St
Lexington KY 40507-1310
United States

Ship to

Lexington-Fayette Urban Cnty Gvt, KY
200 E Main St
Lexington KY 40507-1310
United States

Order Information

Order Number: FLD11095427514

Requested start date: August 12, 2025
Term: 12 months
PO Number: (None)
Billing Frequency: ANNUAL
Billing Method: Pay Upfront
Payment Method: Invoice
Payment term: NET30
Currency: USD

Order Notes:

About Requested Start Date for Renewal Order Forms: If Customer's access to the Services is deactivated due to Customer's failure to timely execute this Order Form, and Customer then executes this Order Form after the deactivation, then the Start Date will be the date of execution.

Description	Unit price	Quantity	Total
Job Slot Reserved job posting with ability to change, update, and remove on demand. Includes the ability to request Job Wrapping (a self-serve feature), which ports jobs from an external source and posts to Linkedin.			$19,575.00
August 12, 2025 - August 11, 2026	$2,175.00	9	$19,575.00
Jobs Dashboard Manager 12 months Free seat to manage jobs in LinkedIn Recruiter without the people search functionality of the standard Recruiter seat.	$0.00	5	$0.00

Order Form For Lexington-Fayette Urban Cnty Gvt, KY (continued)

Subtotal:	$19,575.00
Estimated Tax:	$0.00
Estimated Order Total (USD):	**$19,575.00**

Subtotals by year (excluding tax)

Year 1 ..... $19,575.00

Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com. LinkedIn may be required to charge sales tax on your order pursuant to certain state and local sales tax laws. Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form is only an estimate and is calculated on the net price. Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form. Any applicable sales tax charges will appear separately on your final invoice. If no tax is charged, your state and/or local government may require you to report your purchase and pay appropriate sales and/or use tax amounts to them directly.

By completing this order, you agree to the terms of this order available at https://www.linkedin.com/legal/l/order-terms/sub-public ("Order Terms").

Authorized Signatures

I hereby represent that: (i) I am an authorized signatory; (ii) I agree to the terms of this order available at https://www.linkedin.com/legal/l/order-terms/sub-public ("Order Terms") and (iii) I understand that I am entering into a legally binding contract.

Customer Signature

Name

Title

Date

LinkedIn Signature

Katie Lock, Revenue on behalf of LinkedIn Corporation

June 17, 2025

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH LINKEDIN CORPORATION, TO PROMOTE OPEN POSITIONS WITH THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ON ITS PLATFORM, FOR THE OFFICE OF PUBLIC INFORMATION, AT A COST NOT TO EXCEED $19,575.00.

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 with LinkedIn Corporation, which is attached hereto and incorporated herein by reference, to promote open positions with the Lexington-Fayette County Urban Government on its platform, for the Office of Public Information, at a cost not to exceed $19,575.00.

Section 2 – That an amount, not to exceed the sum of $19,575.00, be and hereby is approved for payment to LinkedIn Corporation, from account #1101-160301-75106, 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 THE URBAN COUNTY COUNCIL
0729-25:GET:4928-7503-5227, v. 1

RESOLUTION NO. 395 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH LINKEDIN CORPORATION, TO PROMOTE OPEN POSITIONS WITH THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ON ITS PLATFORM, FOR THE OFFICE OF PUBLIC INFORMATION, AT A COST NOT TO EXCEED $19,575.00.

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 with LinkedIn Corporation, which is attached hereto and incorporated herein by reference, to promote open positions with the Lexington-Fayette County Urban Government on its platform, for the Office of Public Information, at a cost not to exceed $19,575.00.

Section 2 – That an amount, not to exceed the sum of $19,575.00, be and hereby is approved for payment to LinkedIn Corporation, from account #1101-160301-75106, 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: August 28, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL

0729-25:GET:4928-7503-5227, v. 1

LinkedIn Corporation
1000 W. Maude Avenue, Sunnyvale, CA 94085 USA
Federal Tax ID: 47-0912023

Your LinkedIn Representative
David Torrens
dtorrens@linkedin.com

Order Form For Lexington-Fayette Urban Cnty Gvt, KY

Go to Online Checkout | **Complete this order using our online checkout (fastest option)**

or sign and return to LinkedIn

Complete the Authorized Signatures section at the end of the order form and return the signed document using:

Secure upload (fastest option)
Go to Online Checkout

Email
dtorrens@linkedin.com

Please do not send by postal mail

Primary Contact

Stacey Dimon
staceyd@lexingtonky.gov
8592583306

Billing Contact

Stacey Dimon
staceyd@lexingtonky.gov
8592583306

Bill to

Lexington-Fayette Urban Cnty Gvt, KY
200 E Main St
Lexington KY 40507-1310
United States

Ship to

Lexington-Fayette Urban Cnty Gvt, KY
200 E Main St
Lexington KY 40507-1310
United States

Order Information

Order Number: FLD11219923104

Requested start date: August 12, 2025
Term: 12 months
PO Number: LF00218644
Billing Frequency: ANNUAL
Billing Method: Pay Upfront
Payment Method: Invoice
Payment term: NET30
Currency: USD

Order Notes:

About Requested Start Date for Renewal Order Forms: If Customer's access to the Services is deactivated due to Customer's failure to timely execute this Order Form, and Customer then executes this Order Form after the deactivation, then the Start Date will be the date of execution.

Description	Unit price	Quantity	Total
Job Slot Reserved job posting with ability to change, update, and remove on demand. Includes the ability to request Job Wrapping (a self-serve feature), which ports jobs from an external source and posts to Linkedin.			$19,575.00
August 12, 2025 - August 11, 2026	$2,175.00	9	$19,575.00
Jobs Dashboard Manager 12 months Free seat to manage jobs in LinkedIn Recruiter without the people search functionality of the standard Recruiter seat.	$0.00	5	$0.00

Order Form For Lexington-Fayette Urban Cnty Gvt, KY (continued)

Subtotal:	$19,575.00
Estimated Tax:	$0.00
Estimated Order Total (USD):	**$19,575.00**

Subtotals by year (excluding tax)

Year 1 ..... $19,575.00

Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com. LinkedIn may be required to charge sales tax on your order pursuant to certain state and local sales tax laws. Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form is only an estimate and is calculated on the net price. Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form. Any applicable sales tax charges will appear separately on your final invoice. If no tax is charged, your state and/or local government may require you to report your purchase and pay appropriate sales and/or use tax amounts to them directly.

By completing this order, you agree to the terms of this order available at https://www.linkedin.com/legal/l/order-terms/sub-public ("Order Terms").

Authorized Signatures

I hereby represent that: (i) I am an authorized signatory; (ii) I agree to the terms of this order available at https://www.linkedin.com/legal/l/order-terms/sub-public ("Order Terms") and (iii) I understand that I am entering into a legally binding contract.

Linda Gorton

Customer Signature

Linda Gorton

Name

Mayor

Title

9/4/2025

Date

Katie Lock

LinkedIn Signature

Katie Lock, Revenue on behalf of LinkedIn Corporation

September 3, 2025

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0730-25

File ID:	0730-25	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	250-2025	**In Control:**	Urban County Council
				File Created:	08/04/2025
File Name:	Request Council authorization to execute third renewal agreement with Mackey Group, LLC. d/b/a Wiser Strategies for Media Placement effective July 1, 2025 through June 30, 2026 for continued services related to the placement of advertisements for media ca			**Final Action:**	08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the third Renewal Agreement with Mackey Group, LLC, d/b/a Wiser Strategies, for continued services related to mass marketing and advertisement placement services, for the Dept. of Environmental Quality and Public Works, at a cost not to exceed $400,000, for the period beginning July 1, 2025 through June 30, 2026. [Div. of Environmental Services, Carey]

Notes: SAF in the CCO. REturned to Celia Moore 9/9/2025. MS

Sponsors:		**Enactment Date:**	08/28/2025
Attachments:	26-Blue Sheet Memo Wiser Renewal, Agreement Renewal Signature Form Wiser Placement for Mayor Signature, RESO 730-25 Third Renewal Mackey Group dba Wiser for Media Placement EQPW 4902-9704-6364 v.1.docx, R-396-2025	**Enactment Number:**	R-396-2025
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
2	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
2	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0730-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the third Renewal Agreement with Mackey Group, LLC, d/b/a Wiser Strategies, for continued services related to mass marketing and advertisement placement services, for the Dept. of Environmental Quality and Public Works, at a cost not to exceed $400,000, for the period beginning July 1, 2025 through June 30, 2026. [Div. of Environmental Services, Carey]

Summary

Authorization to execute a third renewal Agreement (Resolution 323-2022) with Mackey Group, LLC. d/b/a Wiser Strategies for Media Placement effective July 1, 2025 through June 30, 2026 for continued services related to the placement of advertisements for media campaigns related to water quality, waste management, and safe streets. Cost not to exceed $400,000. Funds are Budgeted. (L0730-25)(Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 8/4/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number:	1115-313201-3095-71299	$150,000.00
	4051-313201-3095-71299	$150,000.00
	3160-160705-0001-71299	$100,000.00

This Fiscal Year Impact: $400,000

Annual Impact: $0

Project: SLX_UPWP_2026

Activity: FED_GRANT

Budget Reference: 2026

Current Balance:	1115-313201-3095-71299	$498,518.98
	4051-313201-3095-71299	$503,428.52
	3160-160705-0001-71299	$458,535.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **AUGUST 4, 2025**

SUBJECT: **Authorization to Execute Third Renewal to Agreement with Mackey Group, LLC. d/b/a Wiser Strategies for Media Placement**

Request: Council authorization to execute third renewal agreement with Mackey Group, LLC. d/b/a Wiser Strategies for Media Placement effective July 1, 2025 through June 30, 2026 for continued services related to the placement of advertisements for media campaigns related to water quality, waste management, and safe streets. Cost not to exceed $400,000.

Why are you requesting? On June 23, 2022 (Resolution 323-2022), Council authorized execution with Mackey Group, LLC. d/b/a Wiser Strategies. On July 13, 2023 (Resolution 413-2023) Council authorized first renewal option with Mackey Group, LLC. d/b/a Wiser Strategies. On July 9, 2024 (Resolution 394-2024) council authorized execution of second renewal with Mackey Group, LLC. d/b/a Wiser Strategies The RFP #23-2022 provided for up to three (3) additional 1-year renewal periods upon mutual agreement by all parties, following the conclusion of the original contract term.

What is the cost in this budget year and future budget years? The cost for FY26 is $400,000. This contract will be rebid for FY27.

Are the funds budgeted? FY26 funds are budgeted as follows:

1115-313201-3095-71299	$150,000
4051-313201-3095-71299	$150,000
3160-160705-0001-71299; SLX_UPWP_2026	$100,000
Total	$400,000

File Number: 0730-25

Director / Commissioner: Carey/Albright

SIGNATURES TO THE 3RD OF 3 RENEWALS OF THE MEDIA PLACEMENT CONTRACT

ACCEPTED:

Mackey Group, LLC d/b/a Wiser Strategies

DATE: 8/5/25 BY: Nancy Wiser

Nancy Wiser
President

REVIEWED:

Lexington-Fayette Urban County Government

DATE: 8/6/25 BY: Jennifer M. Carey

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

APPROVED:

Lexington-Fayette Urban County Government

DATE: _____ BY: _____

Linda Gorton
Mayor

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE THIRD RENEWAL AGREEMENT WITH MACKEY GROUP, LLC, D/B/A WISER STRATEGIES, FOR CONTINUED SERVICES RELATED TO MASS MARKETING AND ADVERTISEMENT PLACEMENT SERVICES, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, AT A COST NOT TO EXCEED $400,000, FOR THE PERIOD BEGINNING JULY 1, 2025 THROUGH JUNE 30, 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 and directed to execute the Third Renewal Agreement, which is attached hereto and incorporated herein by reference, with Mackey Group, LLC, d/b/a Wiser Strategies, for continued mass marketing and advertisement placement services, for the Department of Environmental Quality and Public Works, for the period beginning July 1, 2025 through June 30, 2026.

Section 2 – That an amount, not to exceed the sum of $400,000, be and hereby is approved for payment to Mackey Group, LLC, d/b/a Wiser Strategies, from the following accounts in the following amounts: #1115 – 313201 – 71299 ($150,000), #4051 – 313201 – 71299 ($150,000), and #3160 – 160705 – 71299 ($100,000), pursuant to the terms of the Third Renewal 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
730-25:MSC:4902-9704-6364, v. 1

RESOLUTION NO. 396 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE THIRD RENEWAL AGREEMENT WITH MACKEY GROUP, LLC, D/B/A WISER STRATEGIES, FOR CONTINUED SERVICES RELATED TO MASS MARKETING AND ADVERTISEMENT PLACEMENT SERVICES, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, AT A COST NOT TO EXCEED $400,000, FOR THE PERIOD BEGINNING JULY 1, 2025 THROUGH JUNE 30, 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 and directed to execute the Third Renewal Agreement, which is attached hereto and incorporated herein by reference, with Mackey Group, LLC, d/b/a Wiser Strategies, for continued mass marketing and advertisement placement services, for the Department of Environmental Quality and Public Works, for the period beginning July 1, 2025 through June 30, 2026.

Section 2 – That an amount, not to exceed the sum of $400,000, be and hereby is approved for payment to Mackey Group, LLC, d/b/a Wiser Strategies, from the following accounts in the following amounts: #1115 – 313201 – 71299 ($150,000), #4051 – 313201 – 71299 ($150,000), and #3160 – 160705 – 71299 ($100,000), pursuant to the terms of the Third Renewal Agreement.

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

PASSED URBAN COUNTY COUNCIL: August 28,2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

730-25:MSC:4902-9704-6364, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0731-25

File ID: 0731-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 239-2025 **In Control:** Urban County Council

File Created: 08/04/2025

File Name: Request Council authorization for approval of the first renewal (effective July 1, 2025 through June 30, 2026) of the agreement with the Kentucky Association for Environmental Education, following the expiration of the original term ending June 30, 2025.

Final Action: 08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the first Renewal Agreement with the Ky. Association for Environmental Education (KAEE), for continued environmental education services, for the Dept. of Environmental Quality and Public Works, at a cost not to exceed $648,636.27, for the period beginning July 1, 2025 through June 30, 2026. [Div. of Environmental Services, Carey]

Notes: CILOO SAF in the CCO. REturned to Celia Moore 9/2/2025. MS

Sponsors:

Enactment Date: 08/28/2025

Attachments: 26-Blue Sheet Memo KAEE, Agreement Renewal Signature Form KAEE - Unsigned, KAEE proposal, RESO 731-25 First Renewal Agreement with KAEE re Environmental Education 4913-9261-2188 v.1.docx, R-397-2025

Enactment Number: R-397-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/12/2025	Approved and Referred to Docket	Urban County Council	08/14/2025		Pass
2	Urban County Council	08/14/2025	Received First Reading	Urban County Council	08/28/2025		
2	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0731-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the first Renewal Agreement with the Ky. Association for Environmental Education (KAEE), for continued environmental education services, for the Dept. of Environmental Quality and Public Works, at a cost not to exceed $648,636.27, for the period beginning July 1, 2025 through June 30, 2026. [Div. of Environmental Services, Carey]

Summary

Authorization for approval of the first renewal of the Agreement with the Kentucky Association for Environmental Education (Resolution 395-2024), for FY 2026, with a term ending June 30, 2026. At a cost not to exceed $648,636.27. Funds are Budgeted.

(L0731-25)(Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 8/4/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number:	1101-313201-3095-71299	$134,740.00
	1115-313201-3095-71299	$181,896.27
	4002-313201-3095-71299	$ 94,000.00
	4051-313201-3095-71299	$158,000.00
	3160-160705-0001-71299	$ 80,000.00

This Fiscal Year Impact: $648,636.27

Annual Impact: $0

Project: SLX_UPWP_2026

Activity: 4.0 and 5.0

Budget Reference: 2026

Current Balance:	1101-313201-3095-71299	$169,380.00
	1115-313201-3095-71299	$498,518.98
	4002-313201-3095-71299	$133,563.43
	4051-313201-3095-71299	$503,428.52
	3160-160705-0001-71299	$458,535.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **AUGUST 4, 2025**

SUBJECT: **Authorization to Execute Education Services Agreement with Kentucky Association for Environmental Education (KAEE)**

Request: Council authorization for approval of the first renewal (effective July 1, 2025 through June 30, 2026) of the agreement with the Kentucky Association for Environmental Education, following the expiration of the original term ending June 30, 2025. Cost not to exceed $648,636.27.

Purpose of Request: On July 9, 2024 (Resolution 395-2024) Council approved to execute an agreement for the environmental education services as defined in RFP #37-2024 to support the goals of the Department of Environmental Quality and Public Works, with a strong emphasis on sustainability, transportation, waste management and water quality. The renewal options with the Kentucky Association for Environmental Education are for continued environmental education services related to sustainability, transportation, waste management, and water quality. The RFP provided for up to four (4) additional 1-year renewal periods upon mutual agreement by all parties, following the conclusion of the original contract term.

What is the cost in this budget year and future budget years? The cost for FY26 is $648,636.27. Costs in future budget years will be determined during the budgeting process and contract renewal process. This contract is eligible for three more renewals.

Are the funds budgeted? The funds for FY26 are budgeted.

1101-313201-3095-71299	$134,740.00
1115-313201-3095-71299	$181,896.27
4002-313201-3095-71299	$ 94,000.00
4051-313201-3095-71299	$158,000.00
3160-160705-0001-71299 SLX_UPWP_2026	$ 80,000.00

File Number: 0731-25

Director / Commissioner: Carey/Albright

SIGNATURES TO THE 1ST OF 4 RENEWALS OF THE ENVIRONMENTAL EDUCATION SERVICES CONTRACT

ACCEPTED:

Kentucky Association for Environmental Education

DATE: _____ BY: _____

Ashley Hoffman
Executive Director

REVIEWED:

Lexington-Fayette Urban County Government

DATE: _____ BY: _____

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

APPROVED:

Lexington-Fayette Urban County Government

DATE: _____ BY: _____

Linda Gorton
Mayor

Environmental Education Coordination and Administration

Proposal for Bid Number: RFP-37-2024

Submitted to the Lexington Fayette Urban County Government
by the Kentucky Association for Environmental Education (KAEE)

Summary

The Kentucky Association for Environmental Education (KAEE) is the state affiliate of the North American Association for Environmental Education and part of a national network of environmental education (EE) associations with the sole purpose of promoting and supporting high quality environmental education across the continent. With extensive experience on this and similar initiatives at the state, regional, and national level, KAEE is ideally and uniquely suited to advance the deliverables and opportunities highlighted in this proposal. We look forward to the opportunity to continue assisting Lexington Fayette Urban County Government (LFUCG) in its efforts to help students understand how they impact related systems (natural and built); the local government's role in these systems; and how individuals can reduce the negative impacts of their actions to these systems.

KAEE worked in partnership with the Kentucky Environmental Education Council to complete the Fayette County Needs Assessment and subsequent final report from 2020 listed in the bid opportunity and upon which these deliverables were built. We are intimately familiar with the recommendations of the report and the data behind it and are well suited to implement these deliverables going forward. The following proposal, based on those report recommendations, is designed to assist LFUCG and its partners in effectively and equitably increasing the environmental literacy of Lexington residents and supporting the goals of Lexington's Department of Environmental Quality and Public Works (EQPW). Our recommendations are based on the overarching themes found throughout our research, model program inventory, teacher survey, and focus groups.

KAEE is a professional, membership-based nonprofit whose primary role is to serve as the conduit that connects environmental educators throughout Kentucky. KAEE's mission is to increase environmental knowledge and community engagement in Kentucky through the power of environmental education.

Scope of Work

KAEE will dedicate a full time Environmental Education (EE) Manager to be based out of the EQPW offices. This person will be solely dedicated to this project and meeting the deliverables outlined in the following sections. In addition, KAEE will dedicate 2-3 Educator positions, a Transportation Outreach Specialist, and a Workforce Development Specialist/Coordinator who will each report to the Environmental Education Manager and also be based out of the EQPW offices. As future positions are hired, KAEE's Executive Director will work with the EE Manager to develop a matrix to determine how starting salaries are determined. KAEE's Executive Director, Deputy Director, and Operations Coordinator will work in partnership with the Environmental Education Manager to ensure all reporting

requirements, reimbursements, invoices, and deliverables of this project are met or achieved, as well as assisting with assessment deliverables (detailed in the assessment section below). The Executive Director will also assist EQPW with hiring and overseeing staff positions for this project as needed. We estimate this project will take between 5-7.5% of their time, but this rate is included under the administrative fee rather than as a separate line item in the salary.

This project will focus on advancing environmental education efforts for K-12 public and private schools within Lexington-Fayette County. Specifically, KAEE will work with a variety of city and community partners to:

- Update and utilize the curriculum for K-12 classrooms.
- Develop and utilize protocols, scripts and signage for field trip sites.
- Assist in the development of hands-on materials and activities for classrooms and tabling.
- Develop and execute programming in collaboration with community partners that serve youth outside of school time.
- Evaluate educators, lessons, field trips and units of study through observation, surveys and other assessment tools; make adjustments based on assessment results; cooperate with EQPW and outside agencies working on longitudinal studies related to the impact of the EE program.
- Develop and lead professional development for classroom teachers, including but not limited to the Teachers' Environmental Academy; develop ongoing engagement opportunities for teachers who participate in EQPW-sponsored PD.
- Purchase supplies for EE efforts and distribute them appropriately; reimburse schools for appropriate expenses such as buses and substitute teachers (subs) related to field trips.
- Connect K-12 units to careers, especially careers related to city jobs; coordinate career panels for middle and high school students; work with Fayette County Public Schools on career days and similar opportunities; partner with FCPS to facilitate EQPW-related job training, shadowships and internships; collaborate with city staff members to develop and implement successful job shadowing and internship programs for students that provide connections to the full spectrum of jobs within the city.

Budget: KAEE will spend money and time in a way that reflects the funding: 20% sustainability; 15% transportation; 25% waste management; 15% water quality, sanitary; and 25% water quality, stormwater. The proposal budget is based on a single year, July 1, 2024 through June 30, 2025.

Invoicing: KAEE will invoice the city on a monthly basis, along with activity reports. Travel logs will be kept and receipts for supplies will be submitted with invoices. All materials (activity supplies, displays, technology, etc.) purchased with DES funds will be returned to the city at the end of the contract period unless the items are distributed through a program covered by this scope.

K-12 School-based Outreach

Under the leadership of the EE Manager, KAEE will develop, update and lead units for K-12 students in public and private schools throughout Lexington-Fayette County. Lessons will align with state education standards and utilize content from existing environmental education curricula and programs (e.g., Project Learning Tree, Project WET) when appropriate. KAEE will aim to maximize the program reach and effectiveness given the resources available. Participating teachers will be strongly

encouraged to complete the units rather than engage in one-off lessons. Priority will be given to teachers who schedule the full series and to teachers in Title I schools. Teachers with multiple classes of the same grade (e.g., STEM lab teachers) may be asked to lead the lesson themselves after an educator has demonstrated the lesson by teaching a class. Materials will be left with classroom teachers for that purpose. The EE Manager and the core educators will manage the lesson and field trip schedule. Where possible, the same educator will be assigned to the same classroom (or even school) for efficiency and relationship building. The EE Manager will ensure that all educators and classroom teachers get the supplies they need for the lessons in a timely manner.

Units of Study: KAEE will develop, update and utilize at least one unit per topic for grades K-5. Units will focus on sanitary sewers/wastewater treatment, stormwater, sustainability, transportation and waste management. Sanitary and stormwater topics may be combined into one unit depending on the grade and associated educational standards. Middle schools and high school units will be developed to maximize interest among teachers in those settings. Topics will likely be combined or modified to better meet the needs of courses taught at that level. EQPW outcomes will still be met. A lesson may be modified to fit in multiple units. Lessons may touch on other environmental topics, but the focus of the lessons will be sanitary sewers/wastewater treatment, stormwater, sustainability, transportation or waste management. Each unit will include a field trip with pre- and post-field trip lessons. Only one field trip will be available per unit. Virtual field trips will be offered as an option if circumstances require it. Units will all include a career component, especially those at the upper elementary, middle and high school levels.

Elementary units will consist of a minimum of four lessons plus a field experience. Middle and high school units will consist of a minimum of four lessons plus a field trip and a career panel or similar activity. Career panels or similar will also be encouraged for upper elementary units. Under the discretion of the EE Manager, KAEE may choose to use or modify units that currently exist at LexingtonKY.gov/EE. Units will have accompanying supply kits of reusable and/or consumable materials that KAEE will purchase, organize and distribute. These will be stored in storage space provided by the city and costs are included in the lesson supply budget of this contract. The EE Manager will evaluate the classroom performance of the educators through surveys and observation.

Field Experiences: The EE Manager and KAEE will work with EQPW to identify field experiences appropriate for the units of study. The EE Manager will create protocols, scripts and (if applicable) signage for these sites in cooperation with the city. Experiences may take place at the school or at another site and will be paid for through this contract. An estimated cost for this is included in the proposed budget. KAEE will lead the field trips that take place on city property, including but not necessarily limited to the Recycle Center and the wastewater treatment plants. Other field trips sites we might use include: Haley Pike Waste Management Facility – mulching pad and closed landfill; McConnell Springs; Raven Run; and Cane Run, along the Legacy Trail in Coldstream Park. The EE Manager will coordinate field experiences and will lead many of them. The EE Manager will train the educators on the tours – scripts and protocols. The EE Manager will evaluate the field trip performance of the educators through surveys and observation. The cost of transportation and subs for field trips is built into this contract. All public schools that are set to complete a unit will qualify for this funding. The schools will invoice KAEE, who will reimburse them in a timely manner.

Recognition Program: KAEE will track classroom participation in the units. Qualifying classrooms/teachers will be recognized. The EE Manager will create the recognition program structure in cooperation with the city's contract manager. KAEE will work with EQPW staff to develop appropriate awards for teachers/classrooms/schools that qualify for the recognition program. The EE Manager will work with other members of the Public Information and Engagement (PIE) team to identify works of art from the Art by Nature program to have professionally printed as awards. Award levels would be identified as follows:

- Platinum: Schools that engage every single student in a completed unit will be recognized at the platinum level.
- Gold: Schools that have multiple grade levels involved in completing multiple units will be recognized at the gold level.
- Silver: Schools where multiple grades only complete units from the same theme or one grade complete multiple units from different themes will be recognized at the silver level.
- Bronze: Schools that complete a single unit with a single grade will be recognized at the bronze level.
- Honor: Schools that do not complete one of our Waste, Water, or Sustainability Thematic Units, but complete our Transportation Unit will be recognized at the partner level.

The recognition program budget is included in the school-based EE budget in the budget proposal.

Timeline and Promotion: The EE Manager will work with EQPW staff to promote the units to classroom teachers and will be responsible for scheduling lessons and field experiences as they see fit to meet the targets outlined in this RFP. Lessons will be offered at no cost to classrooms. The units for the upcoming school year will be submitted to the city's contract manager for approval by August 1. The units will be finalized before the first day of school for FCPS. The units will be amended as needed with notification to and approval from the city's contract manager. If this contract is renewed for additional years, the units will be reviewed and updated each July/early August. Protocols and scripts for unit-related field experiences will be submitted to the city's contract manager for approval by mid-August and finalized no later than September 15. The field experiences, along with the associated protocols and scripts, will be reviewed and updated each year. The recognition program is based on the academic year and awards will be distributed before the end of the school year.

Targets: For schools, priority will be given to classrooms who are willing to complete the full unit, not one-off lessons. The goal will be to have at least 100 classrooms complete a unit, including the corresponding field experience, each academic year.

Budget and Invoicing: KAEE will account for all expenses related to school-based outreach. These expenses include, but are not necessarily limited to:

1. Contractor staff time
    a. Developing, updating and teaching classroom-based lessons
    b. Developing, updating field trip protocols and scripts; leading field trips
    c. Promotion of units of study to schools and teachers
    d. Scheduling lessons and field trips
    e. Assessing lessons, units and educators

f. Purchasing supplies and reimbursing schools for approved expenses (e.g., buses and subs for field trips)
g. Planning and carrying out the recognition program

2. Contractor staff transportation
3. Lesson supplies
4. Teacher/classroom/school recognition program expenses
5. Reimbursement to schools for buses and subs related to field trips

All costs except contractor staff time and travel are included in the $30,000 school-based EE and the $15,000 field experience lines included in the proposed budget.

Reporting: KAEE will track the following and provide it to the city with each invoice:

1. Documentation of lessons taught
    a. School
    b. Teacher (or contact)
    c. Grade(s)
    d. # of students in class (full attendance)
    e. Which lessons were taught and by whom
    f. Documentation of which lessons were teacher-led (i.e., materials were left with the teacher and they used with a group(s) of students)
2. Photographs and short videos will be provided when possible/appropriate.
3. Tracking will be provided for each invoice and organized in such a way to produce both calendar- and school-year reports.

Teacher Professional Development

KAEE's EE Manager shall develop, promote and facilitate professional development opportunities for K-12 educators who work in public and private schools in Lexington-Fayette County. Trainings will align with state education standards. Use of content and materials from existing environmental education curricula and programs (e.g., Project Learning Tree, Project WET, etc.) will be prioritized.

The primary teacher PD will be the Teachers' Environmental Academy (TEA), a week-long program offered in the summer. The goal will be to complete two workshops per summer, one for elementary educators and the other for middle and high school educators. The academies will each focus on the contract topics: sanitary sewers/wastewater treatment, stormwater, sustainability, transportation and waste management. The final day of each academy will focus on integrating that information into classrooms.

The EE Manager will develop and implement a plan for ongoing engagement with teachers who complete an academy. This plan may include additional PD opportunities, support of classroom projects related to the academy, a mentorship and/or recognition program and any other activities that are useful to the educators while furthering goals of the department. In addition to the TEA, KAEE will develop relationships with district and school leadership and seek opportunities to host additional professional development in partnership with those official entities. Presently, KAEE staff have made the necessary connections to join the Fayette County Public Schools Office of Sustainability to discuss

best practices for sustainable education in the classroom during the annual beginning of school PD event required of all Fayette County Public School teachers.

Promotion: KAEE will work with EQPW to promote teacher trainings. Promotional materials will be shared with the city's contract manager for pre-approval. Promotion conducted through social media will originate on a city-managed social media site (@LiveGreenLex).

Participant Guidelines and Targets: Training sessions will be free for all educators from public and private schools in Lexington-Fayette County. Teacher stipends, along with food, charter buses, workshop supplies and materials, are included in the Teacher Training Budget in the proposed budget. Workshops will have a minimum of 10 registered Lexington-Fayette County teachers or the workshop will be canceled. Workshops will be capped at 25. Recruitment will focus on teachers from Title I schools. As stated above, the goal will be to conduct two Teachers' Environmental Academy workshops per summer, one for elementary educators and the other for middle and high school educators, with an ongoing engagement plan in place throughout the contract period to maintain ongoing connection with teachers who have participated. PD participants will be strongly encouraged to assess their experience and offer suggestions for future trainings. They will also be encouraged to make use of city resources (e.g., lesson kits) to lead EQPW-related lessons on their own in their classrooms. There will be a plan for other PD at the school and/or district level by the end of year three with implementation beginning in years four and five so long as necessary funding is made available.

Budgeting and Invoicing: KAEE will account for all expenses directly related to carrying out the workshops. These expenses might include, but are not necessarily limited to:

1. Contractor staff time
    a. Workshop development, planning, assessment
    b. Promotion and registration
    c. Facilitation
2. Contractor staff transportation
3. Food and drink as appropriate for the training timeframe
4. Workshop/training supplies
5. Take-home support materials (i.e., books, guides, activity supplies)
6. Workshop transportation costs, including bus rentals
7. Substitute teachers/stipends for teachers
    a. If a training requires a teacher to miss school, a substitute teacher will be offered
    b. If a training occurs outside of school hours, teachers who attend the entire training will earn an appropriate stipend

All costs except contractor staff time and travel are included in the $50,000 PD budget line included in the proposal budget.

Reporting: KAEE will provide the following information for each training:

1. Participant information:
    a. Current school
    b. Current grade(s) and subject(s) taught

c. Number of years teaching
d. Number of students taught in the past school-year

2. Copy of the training sign-in sheets
3. Copies of presented and distributed materials, including the agenda
4. List of give-away items
5. Copies of participant evaluations
6. Photographs or video clips of the training

Out of School Time (OST)

Under the leadership of the EE Manager, lessons included in units will be modified for use in OST programs or a series of activities consistent with the contract topics (sanitary sewers/wastewater treatment, stormwater, sustainability, transportation and waste management) will be created to meet the interests and abilities of students in and structure of a given program. If classroom units are adapted for youth in the OST program, the EE Manager will ensure that students are not getting the same lesson multiple times in the same year. When possible, there will be a regular educator(s) assigned to each OST program so the students become familiar with the person(s).

Out of School Time Programs: The EE Manager will draft a partner agreement for these organizations to manage expectations around the resources, structure, time, etc. This agreement will be customized for each ongoing OST partnership and will be reviewed and signed by the EE Manager, the city's contract manager and the community partner representative. The city's contract manager will be asked to pre-approve it before it is presented to the community partner. Amendments to the agreement will be made in writing after being discussed in person. The agreement will not be overly prescriptive or specific; it is simply intended to ensure that good communication occurs before and throughout the program so both entities are able to fulfill their goals.

Requests from youth organizations (such as Boy or Girl Scouts) will be handled in a manner similar to OST programs. A lesson from a unit or an OST activity might be used. As with the classroom lessons, these services will be free for participants. Supplies will be provided and field experience costs for programs serving low- to moderate-income students will be fully funded through the proposed budget. One-off lessons or activities will be a lower priority than working with a partner for a series. Student and program partner assessments will be conducted by the EE Manager at both the activity/lesson and unit-levels. The EE Manager will manage the schedule for these efforts.

Summer Camps: KAEE will develop summer camp programming. These camps will focus on the work done by EQPW and related careers. KAEE will focus on small groups of middle school students who are involved with community partners that we work with throughout the year (e.g., 21st Century programs, community college programs, community centers, libraries, and so on). These camps would be carried out in conjunction with the community partner and other partners like the Division of Parks and Recreation. Camps would include activities that foster a connection to nature both in the neighborhoods where the students reside and in the broader Fayette County community. Career connections, service learning, educational activities and fun will all be incorporated into the schedule. The camp will culminate in an event to which the students' families are invited to share a meal and where the students will have a "show and tell" opportunity to highlight a favorite part of their week.

Activities for camp participants and their families will continue throughout the year. These camps will be free for participating students. The contracted EE staff will serve as the primary staff for the camps, along with city employees and interns where possible. The goal will eventually be to have students who participated in the camp serve as paid camp counselors in the future.

The 2022 Youth Environmental Academy (YEA) was a partnership between LFUCG (through KAEE staff), the North American Association for Environmental Education (NAAEE), ee360, the Cedar Tree Foundation, and the National Sierra Club. Without the funding that was offered at that time through those many partners, this program needs to be adjusted to offer a similar, yet equally rewarding program for the high school students that attend.

At the current budget amount suggested by the LFUCG, a summer camp for middle school students and a YEA are feasible, but final details would need to be worked out between the EE Manager, the OST Coordinator, and the LFUCG Contract manager to determine budget priorities within the given fiscal year.

Timeline and Targets: For OST programs, the EE Manager and team will work with the PIE Community Team to develop relationships with appropriate community partners for this contract. The first six months of the contract will focus on identifying partners and developing relationships, getting to know the partner's needs and limitations as well as the needs of the youth and families they service. During this time, current OST programs will continue. Plans for a robust series of summer programs in 2025 will be in place by the end of calendar year 2024. Early 2025 will focus on the after-school component – building partnerships for programs that will be implemented during the 2025-2026 academic year.

A pilot version of the camp(s) will be carried out in the summer of 2026, assuming the contract is renewed and funding is made available. Once we debrief from that experience, KAEE will develop a plan for the following summer. Assessment of these programs will be ongoing once they are established. Adjustments will be made each semester/summer as appropriate based on feedback and outcomes.

Budgeting and Invoicing: KAEE will account for all expenses related to youth outreach. These expenses include, but are not necessarily limited to:

1. Contractor time
    a. Developing, updating and leading OST lessons and activities
    b. Relationship building with potential partners
    c. Scheduling lessons and activities, including possible field trips
    d. Training others, including interns, in lessons and activities
    e. Assessing and revamping OST efforts
    f. Purchasing supplies and paying for services (e.g., transportation)
2. Contractor staff transportation
3. Lesson/activity supplies and expenses
4. Field trip transportation
5. Food and drink as appropriate for the context

All costs except contractor staff time and travel are included in the $30,000 shown on the proposed budget. Most of these funds will be used for summer programming. Many of the OST activity supplies will overlap with classroom-based lesson supplies.

Reporting: KAEE will track the following and provide it to the city:

1. Documentation of lessons taught/activities led for the year, highlighting the appropriate invoice period, along with group details
    a. School or community partner
    b. Program contact
    c. Grade(s) of students
    d. # of students in a group (range may be appropriate for these situations)
    e. Which lessons have been taught and by whom
    f. Which lessons are scheduled and when, if staffing plan confirmed
2. Photographs and short videos will be shared when possible/appropriate.
3. Tracking will be provided for each invoice and organized in such a way to produce both calendar- and school-year reports.

District and School Support Services

The EE Manager will be responsible for developing relationships at the district-level, though they may bring the city's contract manager into the conversations as appropriate. These higher-level relationships will facilitate: connections with school staff – not just teachers but also child nutrition specialists, custodial staff, principals, etc.; connections with students who may be a good fit for some of our programming; large-scale professional development opportunities; insights into and opportunities for input related to career pathways; and access to information on district-wide needs and opportunities. Having district-level connections will provide insights that will allow us to better serve the students of Fayette County while achieving EQPW goals.

Additionally, KAEE will provide a limited menu of support services related to waste management at schools. Specifically, we will:

1. Build relationships with and provide recycling information and support to cafeteria, custodial and administrative staff at the district-level and at schools participating in the city's recycling program.

2. Facilitate communication between schools and the city related to the collection of recycling.

3. Assist interested schools in improving their recycling efforts, particularly in relation to the reduction of contamination and the improved collection of cartons. This assistance may take the form of:
    a. Informal waste audits*
    b. Provision of recycling prompts and outreach materials
    c. Development of a recycling plan to facilitate proper recycling

d. Development of protocols for recycling at special events/games aimed at encouraging participation while decreasing contamination
e. Development of a program to collect cartons from the cafeteria

*Depending on the circumstance, informal waste audits may count as a lesson or support services. The audits are referred to as informal since we are not conducting in-depth analyses, as would be done for full waste characterization studies.

This task category is anticipated to represent a relatively small portion of our time.

Guidelines and Timeline: The EE Manager will continue work on establishing relationships at the district and school levels and work on building/maintaining those relationships throughout the contract period. They will also immediately work on identifying a school(s) to pilot a carton recycling program to implement in the second half of the 2024-2025 school year. Future efforts will be determined based on the results.

Other recycling assistance may take place anytime and could be initiated by any of the following: a request from the school; a request from the city's contract manager (most likely resulting from a recycling issue identified by Waste Management); or an informal waste audit conducted as a lesson revealing a high contamination rate.

KAEE will prioritize reduced contamination over increased volume of recycling when working with schools on recycling plans and event-based recycling protocols.

Targets: By the end of the contract period (including renewals), EQPW will have an array of relationships at the district-level of FCPS. These relationships will be associated with specific programs and program outcomes. The nature of these outcomes will evolve over time and will be discussed with the city's contract manager throughout the contract period to help determine next steps.

Ultimately, our goal is to have no contamination in school recycling streams with all schools having an established carton recycling program. Currently, schools are considered to have a critical issue if 20% or more (by weight) of the material they send for recycling is contaminated.

Budgets and Invoicing: KAEE will account for all expenses related to support services except for the prompts and outreach materials mentioned above. Expenses might include, but are not necessarily limited to:

1. Contractor staff time
2. Contractor staff transportation
3. Materials to support the carton recycling effort

There is $3,000 budgeted annually for this effort in the proposed budget.

Reporting: KAEE will provide information on who we met with, the purpose of the meetings and the outcomes. Results of (pilot) carton recycling programs will be shared and discussed with the city's

contract manager, along with results of the informal waste audits when conducted – especially if critical levels of contamination are found.

Workforce Development:

A Workforce Development Coordinator (WDC) will be part of the Environmental Education Team assigned to this contract. The WDC will work closely not only with the EE Team but also the Community Outreach Team made up of city employees. KAEE will integrate career connections in units, especially for upper elementary, middle and high school students, for both classroom-based and OST programming. The WDC will be the primary coordinator of the career panels for the related units, in close collaboration with the city's contract manager. (All requests for staff to participate in a career panel will have to be approved by the appropriate division director, likely with that request going through the city's contract manager.) Additionally, the WDC will work with Fayette County Public Schools on career days and similar opportunities, highlighting the broad spectrum of jobs related to the work of EQPW.

The WDC will collaborate with city staff to develop and implement a successful job training, shadowing and internship program for high school students that provides connections to the full spectrum of jobs within EQPW. The WDC will work with Fayette County Public Schools, Bluegrass Community Technical College, the University of Kentucky, Transylvania University and other regional institutions to identify interns, career pathways leading to EQPW jobs and job training opportunities for current or potential staff. The WDC will work with other government entities, job training and placement agencies, and other appropriate partners to identify funding sources that can support potential and current employees in acquiring the skills they need to succeed in their desired EQPW job.

The WDC will work with the Community Outreach Team and others (councilmembers, libraries, community centers, etc.) to offer opportunities that will benefit EQPW-related workforce development efforts for adults across Fayette County, such as offering a career booth at city-sponsored events like Truck-a-Palooza or at community-based events like an apartment outreach day. These career connections and opportunities will have a strong emphasis on diversity, equity and inclusion.

Timeline and Targets: Many of the workforce development objectives will be integrated in other aspects of this contract and will be promoted and timed accordingly. Each upper elementary, middle and high school unit will have a corresponding career component. Similarly, career highlights will be central to the OST programming as it is developed.

KAEE will work with city staff to ensure EQPW is well-represented at career fairs offered by FCPS, BCTC and other community partners as they are offered. A pilot version of the high school jobs program will be ready for rollout in the 2025-2026 school year. The framework of the program will be established by October 2024. There will be concrete and measurable progress on this front by the end of the full contract timeframe (including renewals). Examples of progress and outcomes include programs with community partners that have resulted in employee placement, students who have gone through the jobs program and are working for EQPW and students actively in the process of completing training that would qualify them for an EQPW job.

Budget and Invoicing: KAEE will account for all expenses related to the workforce development program. These expenses include, but are not necessarily limited to:

1. Contractor time
2. Contractor staff transportation
3. Materials for career fairs and other job-related outreach
4. Stipends for students in the job training program (intern pay would come from city budgets)

Costs, except for KAEE staff time and travel, are covered by the $35,000 budget with only $5,000 available the first fiscal year and $15,000 available the second fiscal year. The first year will be for planning. The second year will be a pilot. Beyond that, the program will be capped at 30 students unless there is demand and funding. The proposed budget assumes $500 stipends for each semester of the program. Summer internship payments are not paid for through this contract. Aspects of this program may be dependent on additional funding being made available through the city budget.

Reporting: Career panels will be reported with the classroom or youth outreach activities. A list of participating panelists will be maintained. Participation at career fairs – both city staff and students – will be noted for each fair with an estimated number of attendees. Additionally, notes on interest and engagement will be made to help with planning for future fairs. Participation in the high school job training program will be tracked and documented accordingly. Details will be determined as the program is developed and piloted. A system for identifying applicants and new hires will be established to demonstrate justification for the position and related programs.

Transportation Outreach:

A Transportation Outreach Specialist (TOS) will be part of the Environmental Education Team assigned to this contract. The TOS will work closely not only with the EE Team, but also the Community Outreach Team made up of city employees, as well as staff employed by the Lexington Area Metropolitan Planning Organization (LexArea MPO) who are based in the Division of Planning.

The TOS will develop transportation-focused units, for both classrooms and OST contexts. These units may focus specifically on cycling, pedestrian and/or scooting safety. There may also be a unit(s) developed with a broader focus on planning, which could focus on several contract topics including stormwater, transportation, waste management, etc. The TOS will be the primary educator for transportation-related units, though the OST Coordinator and Educators may also lead these units once trained.

The TOS will collaborate with city staff to develop and implement events that promote behavior change in relation to transportation safety and mode. Key decisions (dates, locations, etc.) will be made in coordination with the Community Outreach Team and the LexArea MPO. Examples of such events include: Glow Ride; Bike Month and other related events (Bike to Work Week, Streetfest, guided rides, etc.); Cycle September and related events; and stand-alone Safe Cycling courses.

The TOS will be responsible for maintaining the bikes in the city's bike library. The TOS will coordinate with city staff to transport the trailer, since contractors cannot drive city vehicles or otherwise transport city-owned trailers. We will explore opportunities to expand the bike library through additional grants. The transportation outreach will focus primarily on Fayette County, though the transportation curriculum and bike library loan program will be made available to Jessamine County schools and other residents in the MPO service area as capacity allows.

Timeline and Targets The K-12 transportation outreach timing and targets will be consistent with and integrated in the timelines and targets stated in those sections above. The event-based timelines are stated above. Targets include maintaining or growing participation in transportation-related events.

Budget and Invoicing: KAEE will account for all expenses related to the K-12 transportation outreach program. These expenses include, but are not necessarily limited to:

1. Contractor time*
    a. Developing, updating and leading transportation outreach lessons and activities
    b. Coordinating transportation outreach events
    c. Relationship building with potential partners
    d. Scheduling lessons, activities, field trips and events
    e. Training others in lessons and activities
    f. Assessing and revamping transportation outreach efforts
    g. Purchasing supplies and paying for services
    h. Maintaining the bike library
2. Contractor staff transportation
3. Lesson/activity supplies and expenses
4. Field trip transportation
5. Food and drink as appropriate for the context

All K-12 (classroom and OST) costs except KAEE staff time and transportation are included in the respective sections of the proposed budget. An additional $8,000 of funds are included for the bike library, bike maintenance and allowable event-related expenses. Additional funds such as grants may become available for transportation efforts and will be made available accordingly. KAEE will serve as the fiscal agent for the city's applications as needed.

**The suggested LFUCG grade is presently 514. KAEE would like to elevate this position to 516 to be in line with similar positions of direct engagement and higher level planning as is found in Parks & Recreation in the position of Recreation Specialist.*

Reporting: Classroom and OST reporting for transportation outreach will be consistent with other reporting in those categories. The TOS will use the city's event tracking system to document event outcomes.

Outreach Trailers:

KAEE will work alongside city staff to develop materials, activities and lessons that can be

conducted from the city's outreach trailers in K-12 and OST settings and modified for other settings and audiences as needed. The EE Team will be responsible for coordinating with city staff to schedule the use and transportation of the trailer since city staff will be required to transport the trailer.

Timeline and Target: Developing materials for the trailer will be an ongoing effort. Its integration in classroom-based units and OST will be consistent with the timelines stated above. Related targets are embedded in the K-12 and OST targets.

Budget and Invoicing: KAEE will account for all expenses related to the use of the outreach trailers. These expenses include, but are not necessarily limited to:

1. Contractor time
2. Contractor staff transportation
3. Lesson and activity supplies related to classroom-based and OST outreach

KAEE-related expenses for the trailer are accounted for in the classroom and OST budgets. KAEE will only be responsible for supplies and activities that are central to our efforts. Other trailer-related expenses will be paid for directly by the city.

Reporting: Reporting will be consistent with reporting for K-12 classroom and OST reporting.

Assessment:

KAEE will be responsible for providing multi-level assessment for all aspects of this Scope of Work. Assessment will focus on participant satisfaction and educational outcomes as well as knowledge, attitudes, beliefs, and behaviors related to EQPW goals. KAEE will gather feedback from teachers/partners after each lesson/activity and again after the unit is complete. Similarly, students will be assessed at the lesson/activity and unit levels. Additionally, the EE Manager will be responsible for evaluating each member of the EE Team and providing constructive feedback for improvement. The PIE Section Manager and the EE Team will assess the EE Manager.

Assuming city funds are available, KAEE will support DES efforts to hire an outside consultant to assess the long-term impact of these programs.

Assessment will be integrated into all aspects of this Scope, with an eye on constant improvement – increased effectiveness from a department perspective, increased reach, improved educational outcomes and/or reduced burden on teachers and community partners. All programs and assessments will be grounded in research-based best practices.

Timeline and Promotion: Assessment plans will be fully implemented by the spring semester of the 2024-2025 academic year.

Targets: Our goal will be to have 100% of teachers/partners complete the assessments. Several reminders will be sent to encourage completion of the surveys, and care will be taken to make the assessments easy and quick to complete. KAEE will track participation to help us target follow up requests and understand the reliability of the data.

Ultimately, completion of the post-lesson/post-unit assessments may be a requirement for receiving the free service moving forward, though that is not how the evaluation program will be rolled out. This requirement will only become necessary if demand for lessons exceeds our ability to provide them with the resources available.

All core contract staff will be assessed once a year.

Budget: There will not be expenses related to this portion of the Scope of Work outside of staff time.

Reporting: All assessment raw data will be provided to the city. An end of year report summarizing the data, coupled with related recommendations, will be presented to the city each June.
At the beginning of each school year, classroom-based and OST partners will receive information on programmatic updates and a summary of how (when applicable) their feedback and student assessments contributed to those changes.

Specialized Experience and Past Performance

The following details are provided to demonstrate KAEE's specialized experience in a contract such as this, as well as our competence and flexibility in accomplishing contract objectives:

Understanding of Environmental Issues

Since 1976, KAEE has existed to increase environmental literacy levels of Kentuckians. Our organizational vision is a sustainable world where environmental and social responsibility drive individual and institutional choices. Being environmentally literate means having the knowledge and critical thinking skills necessary to make educated decisions about complex environmental issues. In particular, we have provided curricula focused on all aspects of water conservation and solid waste management (the focus of this contract) for a number of years. KAEE coordinates Project WET curriculum trainings for the state in partnership with the Kentucky Division of Water. Project WET is the premier curriculum for advancing water education nationwide. KAEE was also the lead organization on a regional EPA grant called "Don't Waste It" that has designed state specific waste curriculum guides for the southeast states.

Developing Curriculum Aligned with State and National Standards

KAEE Education Director Brittany Wray is a certified formal educator who previously taught as a middle school science teacher. Her formal background includes a strong foundation in curriculum design and standards correlations. Due to her reputation at the national level and the work we have done in Kentucky with the development of a progression of environmental education units for K-12 educators, KAEE was contracted by both National Project Learning Tree and National Project WILD to develop Next Generation Science Standards (NGSS) correlations for all of their K-8 and K-12 science activities. Brittany led that effort, spending several months diligently reviewing the 58 PLT activities and 65 WILD activities and developing a companion document detailing each activity's correlation to the three dimensions of science: Disciplinary Core Ideas, Science & Engineering Practices, and Crosscutting Concepts. These correlations also provide educators with the Performance Expectation

each activity supports. Brittany also led efforts to maintain standards correlations for National Project WET and correlate new programs as they are developed. Brittany worked with KAEE Consultant Dr. Melinda Wilder to launch an online course on K-12 Standards and Environmental Education. This course was designed to help educators understand academic standards from different content areas and apply those standards when planning environmental education experiences and curricula for school age audiences.

Danny Woolums, the existing Environmental Education Coordinator, has been working with the Kentucky Academic Standards since 2016. He first attended a workshop hosted by KAEE in tandem with Kentucky education experts in the Next Generation Science Standards and then through continued tutelage under Brittany Wray and Dr. Melinda Wilder. Since working on the LFUCG contract, he has taken extra care over the years to get better acquainted with not just science standards, but also the English-Language Arts (ELA) standards, Social Studies standards, and many more. Danny has connected an existing lesson about recycling to 2nd grade Physical Education standards (Recycle Relay) and developed a different recycling lesson for 5th grade Social Studies standards (I Made Some Money). He takes a broad approach to understanding how Environmental Education is *not* just a science topic in the classroom.

Learning environmental education within the context of the City of Lexington, Danny has also become a unique expert on connecting municipal environmental education in the field. Named a Civic and Environmental Education (CEE)-Change Fellow by the North American Association for Environmental Education, Danny has become a national resource on how local governments can benefit from environmental education. EarthForce, a national organization focused on connecting environmental educators with civic government, has connected with Danny on several occasions to have him present on panels and, most recently, become a part of a select group of individuals who help welcome new civically-minded environmental educators into the work. In 2023, Danny was also recruited to return and help mentor the incoming class of CEE-Change educators and continue helping NAAEE develop how the program continues further. The Northern Kentucky University Chase College of Law also specifically invited Danny to come and moderate a panel on Environmental Restorative Justice because of his unique understanding of how education helps heal the environmental wounds left by past policies.

Dr. Sagan Goodpaster has her PhD in STEM Education from the University of Kentucky and has spent years teaching pre-service teachers best practices for their classrooms. While working on her PhD, Dr. Goodpaster worked closely with UK Faculty to develop a curriculum focused specifically on testing wastewater during the COVID-19 pandemic. This unique connection between best practices in education and an understanding of municipal infrastructure makes Dr. Goodpaster an expert in tying the goals of LFUCG's messaging on sewer infrastructure to the needs of classroom teachers in Kentucky. Additionally, Dr. Goodpaster is a former faculty member at Maysville Community and Technical College, teaching the next generation of healthcare professionals different principles in Biology. Drawing on her MS in Biology also helps her explain the natural world around us all to the youngest students - demonstrated during her time as a parent-teacher at Redwood Cooperative School in Lexington, KY.

While still new to the field, Ryelle Browning took her senior year at the University of Chicago to understand Lexington's Comprehensive Plan and wrote her senior thesis specifically on the nature of the City's future development. After spending summers teaching youth about marine biology in Seattle, WA, Ryelle has been able to bring that knowledge, with her education experience, to youth in Lexington and is uniquely specialized to help develop large-vision lessons as they connect to the everyday choices of our youth and the future of the city they will inherit.

Conducting Assessments at the Educator, Lesson, Curriculum and Programmatic Level

KAEE has conducted numerous assessments and evaluations for our lessons, programs, curricula, and organization both in Kentucky and as part of the numerous projects we are part of regionally and nationally. We include pre- and post-assessments and post-evaluations for all of our professional development events. We were contracted by LFUCG to conduct a needs assessment of 468 Lexington area educators. The results of that study were included in the bid for this project and provided the basis for this proposal. KAEE also led efforts to conduct a regional landscape analysis of environmental education providers, teachers, and administrators across the 8 southeast states. This project is a huge undertaking and the data has allowed us to better understand how EE is funded, staffing levels and benefits, equity and inclusion initiatives, gaps and barriers facing schools and classroom teachers, demographics of the field and audiences reached and how that compares to the overall population, etc. It has also enabled us to provide a map of EE providers for the entire region and a final report from the data analysis that provided a baseline for determining next steps necessary to advance the field of environmental education. The findings from these studies can be found at www.southeastee.org/landscape.

Leading Professional Development for Nonformal and Classroom Teachers

KAEE hosts a number of professional development events for both formal and nonformal educators each year. In addition to providing direct professional development, we also run train-the-trainer programs that provide facilitator training to educators who wish to provide professional development opportunities to other educators. We have an active facilitator network of over 70 individuals who host workshops annually across the state. In 2023, KAEE and its facilitators hosted 32 professional development workshops, reaching 521 educators. Most recently, KAEE launched our eeCredentials program, composed of eeCourses, providing ongoing professional development opportunities to the environmental education community. Examples of some of our courses include: Community Engagement; K-12 Standards and EE; Justice, Equity, Diversity, and Inclusion in EE, Appalachian Mountain Ecology, Foundations of Teaching EE, Sound EE Principles, KAEE Facilitator Basics, and Core Curriculum Program Training. Several of these courses are also available for college credit through Eastern Kentucky University.

Commitment to Cultivating Diversity and Equity in Environmental Education

One of the five primary goals of the Kentucky Association for Environmental Education's Strategic Plan, adopted in 2023, is to "foster an equitable, just, inclusive, and accessible environmental education community". For KAEE, this means not only building stronger relationships and partnerships with organizations representing audiences and sectors not currently engaged with KAEE, but also transforming KAEE into a more diverse and inclusive organization with increased cultural competency levels for the board, staff, and members, as well as more inclusive policies and practices. We want to create an environment where all Kentuckians feel welcome and encouraged to engage in the work of environmental education. To achieve this goal, our (crucial) first step was reevaluating our internal culture and policies and weaving equity and inclusion throughout our strategic plan. Realizing that we can never truly achieve the mission and vision of our organization if we do not shape it into one that is fully inclusive and equitable, we hired the Center for Diversity and the Environment who led our Board of Directors and our staff through a weeklong training to lay a strong foundation for this work. KAEE also put together a database of Equity and Inclusion resources for environmental educators.

In addition, KAEE hosts a 12 hour online course for environmental educators twice a year titled "Justice, Equity, Diversity, and Inclusion in Environmental Education." This course was developed

through a partnership between the Center for Diversity and the Environment, EcoInclusive, Youth Outside, Environmental Educators of North Carolina, Kansas Association for Conservation and Environmental Education, and the Kentucky Association for Environmental Education. This course is designed to provide a strong foundation in the language, concepts and principles of equity work. It is meant to be an introductory course for environmental educators and spark interest in further learning around justice, equity, diversity and inclusion. Most recently, we launched a JEDI Community of Practice for environmental educators in Kentucky, which serves to hold the space for educators interested in advancing their own learning in this area.

We are most hopeful about the opportunity to work more closely with all the groups and individuals already doing amazing work in our communities, especially those we do not currently know well. Our role as a backbone organization is to support the "boots on the ground" who are actively doing environmental education each day. Our board recognizes that we are not the only ones doing noteworthy work in the field, and we see this as an ideal opportunity to be part of a larger, more cohesive movement in Kentucky. We are also hopeful that our work will enable us to help educators feel more aware and prepared to teach and reach all communities.

Best Practices in Youth Education and Development

KAEE is the state host for the NAAEE Guidelines for Excellence, which provide a basis for best practices in environmental education. KAEE trains facilitators to lead educator workshops in the guidelines. These publications provide guidance for the development of high-quality environmental education for all audiences. Included in this set are Guidelines for Excellence for Early Learners and for K-12 Learners, which include key characteristics for what high-quality learning in these age groups looks like. Through these Guidelines workshops, KAEE has extensive experience providing professional development around best practices in environmental education for youth.

Staff Capacity

KAEE's EE Manager will continue to dedicate 100% of their time to the LFUCG contract and be based out of the EQPW offices. This person is solely dedicated to this project and meeting the deliverables outlined in this proposal. This staff person has a high level of professionalism, a valid driver's license, and a proven track record in environmental education. In addition, KAEE has an outstanding team that would continue to work out of the EQPW offices under the leadership of the EE Manager. Resumes for the EE Manager and team members are included below.

KAEE's Executive Director, Deputy Director, and Operations Coordinator will work in partnership with the Environmental Education Manager to oversee all reporting requirements, invoices, reimbursements, and deliverables of this project are achieved, as well as assisting with the assessment deliverables. The Executive Director will also assist EQPW with hiring and overseeing various positions as vacancies arise. This project will count for approximately 5-7.5% of their time. Their time is included under the administrative fee in the budget rather than as a salary line item.

Consultant Profile:

Kentucky Association for Environmental Education (KAEE)

Established in 1976
PO Box 2739
Elizabethtown, KY 42702
www.kaee.org

Mission: Increase environmental knowledge and community engagement in Kentucky through the power of environmental education

Vision: A sustainable world where environmental and social responsibility drive individual and institutional choices

Current Employees:

Ashley Hoffman, Executive Director (estimated 5% of time)
Salary: $66,866
14 years of experience *(resume attached)*
director@kaee.org
Work Location: Magnolia, KY

Brittany Wray, Deputy Director (up to 5% of time)
Salary: $54,000
12 years of experience *(resume attached)*
brittany@kaee.org
Work Location: Richmond, KY

Michelle Wilson, Operations Coordinator (up to 7.5% of time)
Salary: $44,260
10 years of experience *(resume attached)*
michelle@kaee.org
Work Location: Richmond, KY

Danny Woolums, EE Manager (100% of time)
Salary: $53,216
3 years in current position *(resume attached)*
dwoolu@lexingtonky.gov
Work Location: Richmond, KY

Dawn Bailey (100% of time)
Salary: $44,100
10 months in current position *(resume attached)*
dbailey@lexingtonky.gov
Work Location: Lexington, KY

Sagan Goodpaster (100% of time)
Salary: $46,308
9 months in current position *(resume attached)*
sgoodpaster@lexingtonky.gov
Work Location: Lexington, KY

Christie Hoskins (100% of time)
Salary: $47,570
1 year in current position *(resume attached)*

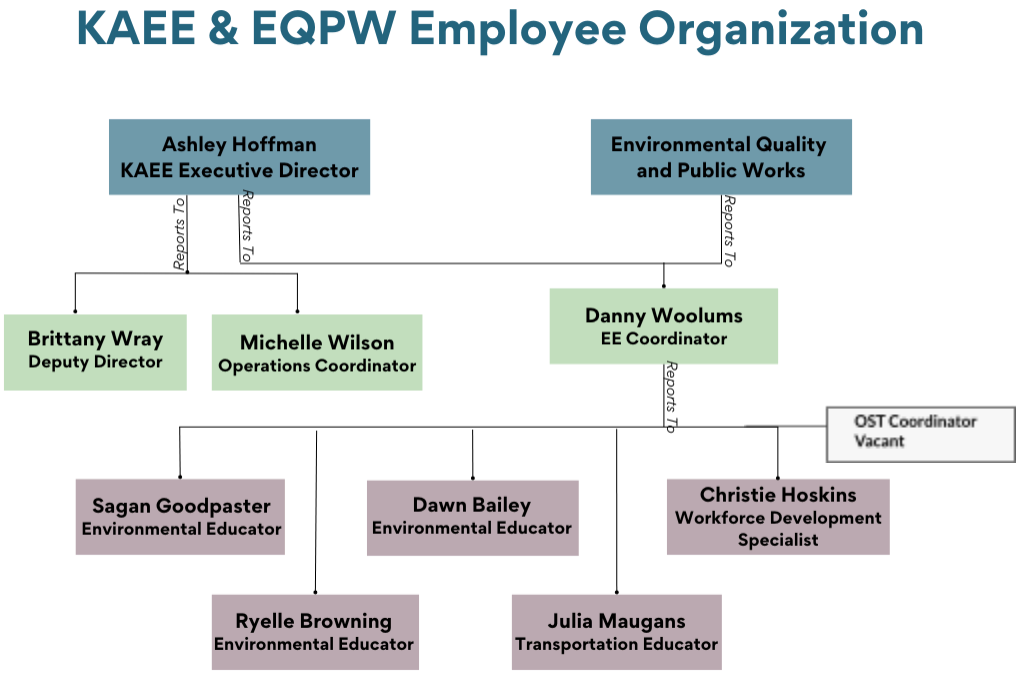
choskins@lexingtonky.gov
Work Location: Lexington, KY

Ryelle Browning (100% of time)
Salary: $43,050
9 months in current position *(resume attached)*
rbrowning@lexingtonky.gov
Work Location: Lexington, KY

Julia Maugans (100% of time)
Salary: $42,050
9 months in current position *(resume attached)*
jmaugans@lexingtonky.gov
Work Location: Lexington, KY

Organizational Chart

The following organizational chart highlights employees assigned to this project by name and title:



Staff Benefits:

KAEE believes in work-life balance and a flexible, family-friendly schedule and therefore offers compensatory time up to 120 hours for additional hours worked for all exempt employees, 15 days of vacation time (increasing incrementally up to 20 days after 5 years), 12 days of sick leave, and 13.5 paid holidays per year. Non-exempt employees are eligible for pre-approved overtime pay at time and a half for hours worked over 40 hours per week. KAEE provides a SIMPLE IRA plan with a 3% employer match, healthcare with 75% coverage of employee's premium OR a health reimbursement account for up to $150/month in qualified healthcare expenses and premiums. Cost of these benefits

are included in the fringe rate included in the financial proposal. The 32% rate is based on an average of the fringe calculation for each staff member, which includes:

Workers Comp: .20% of salary
FICA: 0.0765 x salary
Unemployment: currently $277 per staff member
Retirement Match: 3% of salary
Healthcare (75% of employee premium): varies by employee; ranges between $1980-$6306
Health and Wellness Stipend: $750/yr
Vacation Leave: 15 days for staff under 2 years service; 17 days for 2+ years, 20 days for 5+ years
Holiday Leave: 13.5 days

Required Insurance Coverage:

KAEE has an existing General Liability Insurance policy, Umbrella Liability, Directors' and Officers' Insurance, and Workers' Compensation that would meet coverage requirements for this bid. In addition, KAEE received an estimate from Energy Insurance for the additional Professional Liability and Commercial Automobile Liability Policy and anticipates an additional cost of $2000 per year. Additional insurance may be necessary pending LFUCG's review of KAEE's existing policies. Due to the set cost structure of the bid, these costs/quotes could not be listed as a separate line item in the budget and instead are included in the overall admin fee.

2023-2024 Board of Directors:

Rae McEntyre, Chair
Retired Science Consultant, Kentucky Department of Education

Meg Gravil, Vice Chair
Assistant Professor, Child & Family Studies, Eastern Kentucky University

Jackie Lomore, Secretary
Lower School Science Teacher, Sayre School

Vivian Bowles, Treasurer
Retired teacher, Kit Carson Elementary

Dan Pascucci, Past Chair
Youth and Family Programs Manager, Bernheim Arboretum and Research Forest

Jennifer Beach, Board Member
Children's Librarian, Kenton County Public Library

Jenny Hubbard, Board Member
Superintendent of Natural Areas, Lexington Parks & Recreation

Rhonda Lamb, Board Member
Four Rivers Basin Coordinator, Jackson Purchase RC & D Foundation

David Logsdon, Board Member
Environmental Educator, Pathfinders of Perry County

Pony Meyer, Board Member
Park Naturalist, Raven Run Nature Center

Jason Nally, Board Member
Natural Areas Branch Manager, Office of Kentucky Nature Preserves

Louis Ross, Board Member
Environmental Education and Research Center Manager, Kentucky State University

Henrietta Sheffel, Board Member
Retired

Terry Wilson, Advisory Board Member
Director, Western Kentucky University Center for Environmental Education and Sustainability

Recent Government EE Grant Funding

- Landscape Analysis for EE in the Southeast - NE-02D46723: This project is currently in progress. All reporting requirements have been met to date. (2023) $100,000
- Don't Waste It - NE01D14520: This project was successfully completed with adequate and timely reporting. All reporting requirements, including a final technical report, were completed on time and on track, meeting the expected outputs and outcomes. (2020) $100,000
- Addressing Climate Change Statewide Through Concerted Community-based Initiatives - NE-00D43216-0C: This project was successfully completed with adequate and timely reporting. All reporting requirements, including a final technical report, were completed on time and on track, meeting the expected outputs and outcomes. (2016) $91,000

Other Recently Funded Assistance Agreements (similar in size, scope and relevance to the proposed project):

- Accelerating the Impact of Environmental Education Across the Southeast- Pisces Foundation: This project is in progress and focuses on building capacity for affiliates across the southeast (2024) $300,000
- Environmental Education Leadership Corps-- Kentucky Environmental Education Council: This project places environmental educator AmeriCorps members at host institutions across the state. (2023) $424,409
- Regional Landscape Analysis of Environmental Education Providers in the Southeast - National Fish and Wildlife Foundation and Pisces Foundation: This project was successfully completed and met all deliverables. (2020) $100,000
- Building Capacity for Environmental Education at the State Level through Regional Partnerships—Pisces Foundation: This project is in progress and on track to successfully complete all reporting requirements in a timely manner and achieve all deliverables and reporting requirements. (2019) $100,000

Past Record of Contracts with Lexington Fayette Urban County Government:

- LFUCG Environmental Education Services: This project is currently in progress and set to close with all reporting requirements and deliverables met by June 30, 2024. 2021-2024 ~$250,000
- Fayette County EE Needs Assessment - Part 1: This project was extended due to delays from COVID-19 but all reporting requirements and deliverables were completed in a timely manner. $11,540
- Fayette County EE Needs Assessment - Part 2: All reporting requirements and deliverables were completed in a timely manner. $3000

References:

- Wesley Bullock, Kentucky Environmental Education Council, wesley.bullock@ky.gov, 859-213-3034, *Project: Environmental Education Leadership Corps in Kentucky*

- Jackie Stallard, National Project Learning Tree, Jaclyn.Stallard@forests.org, *Project: National Project Learning Tree Next Generation Science Standards Correlations for 58 activities in the new K-8 Guide*

- Jason Morris, Pisces Foundation, jmorris@piscesfoundation.org, 415-364-3775 *Project: Regional Network and Capacity Building for the Southeast States and Regional Landscape Analysis for the Southeast States*

Attachments:

A. Project Portfolio
B. Resumes of Key Staff
C. Affidavit, Equal Opportunity Agreement, Affirmative Action Plan, Workforce Analysis Form, MWDBE Participation Form, MWDBE Quote Summary Form, Statement of Good Faith Efforts, General Provisions, and Addendum #1

Attachment A:
KAEE Project Portfolio

Proposal for Bid Number: RFP-37-2024

Submitted to the Lexington Fayette Urban County Government
by the Kentucky Association for Environmental Education (KAEE)

Similar projects from the last three years:

Environmental Education Leadership Corps (EELC) *(2018-present)*

The Kentucky Environmental Education Council (KEEC) contracts KAEE to serve as the fiscal agent for its Environmental Education Leadership Corps program, placing up to 25 AmeriCorps members at various EE centers around the state. This exciting initiative from our state agency helps us to get more "boots on the ground" for environmental education. KAEE pays the living stipend for the members and employs the EELC Program Director, Ashley Mike and the Member Coordinator, Willa Dawn Bayne, who both work full time out of the KEEC offices.

Project WET Contract with Kentucky Division of Water *(2015-present)*

KAEE provides the daily operational activities of Project WET through an innovative partnership with the Kentucky Division of Water (KDOW), which serves as the host institution of Project WET and provides essential funding for the program as well as teacher stipends and curriculum guides. Envisioning a world in which "action-oriented education enables every child to understand and value water, ensuring a sustainable future," Project WET (Water Education for Teachers) is built on the premise that water connects all humankind, is for everyone, must be managed sustainably, and depends on personal responsibility and action. Through a state contract, KAEE manages the Project WET facilitator network and oversees Project WET workshops around the state. These curriculum materials are designed with a broad range of educators in mind, from classroom teachers to nature center staff to zookeepers to parents. The program's educational activities are designed to seamlessly complement existing curricula, with activities fulfilling objectives and educational standards not only in the sciences but other disciplines, from fine arts to health, as well.

Southeast Regional Environmental Education Landscape Analysis *(2020-present)*

Conducted in partnership with the Southeastern Environmental Education Alliance and funded by the National Fish and Wildlife Foundation and Pisces Foundation, we conducted a comprehensive landscape analysis of environmental education in the southeast states. Organizations that responded are listed as part of a state and regional landscape of environmental education programs and services, as well as schools. By better understanding the important work being done in the southeast, we can

now identify gaps and barriers to access, as well as opportunities for service providers to partner with one another to advance our collective efforts toward environmental literacy. The final report provides recommendations and next steps for increasing environmental literacy efforts in the southeast. Learn more at www.kaee.org/landscape.

Professional EE Certification *(2020-present)*

KAEE has a state contract with the Kentucky Environmental Education Council to manage hiring of instructors, and purchasing materials and supplies for the Professional Environmental Educator Certification program. In addition, Ashley Hoffman has served as an instructor for the first two weekends of the course for the past few years.

LFUCG Contract *(2020-present)*

Fayette County EE Needs Assessment Final Report

kaee

Executive Summary

Submitted to the Lexington Fayette Urban County Government by the Kentucky Association for Environmental Education (KAEE) in partnership with the Kentucky Environmental Education Council (KEEC)

"We can be the spark to help these kids change the direction in life that they are headed."
- Geo Gibson, Operation Making a Change
(Community Partner Focus Group)

Introduction

Lexington Fayette Urban County Government provides significant funding and support for environmental education (EE) programs about waste management and water quality, including stormwater and sanitary sewers/wastewater treatment. The intent of the city-funded EE program is to: help students understand: how they impact the related systems (natural and built); the local government's role in these systems; and how individuals can reduce the negative impacts of their actions to these systems.

The purpose of this report is to provide a review of current research on EE best practices identify successful programs across the United States as potential models, and assess the city's existing efforts. This report presents that information and provides related recommendations for program structures and funding priorities moving forward. These recommendations are designed to assist LFUCG and its partners in effectively and equitably increasing the environmental literacy of Lexington residents to support the goals of Lexington's Department of Environmental Quality and Public Works.

KAEE is a professional, membership-based nonprofit whose primary role is to serve as the conduit that connects environmental educators throughout Kentucky. Our mission is to increase environmental knowledge and community engagement in Kentucky through the power of environmental education.

Summary

Our recommendations are based on the overarching themes found throughout our research, model program inventory, teacher survey, and focus groups. Key takeaways were the need for: more intensive, long-term engagement of students and educators; the creation of a pipeline for learning from K-12 into related careers; a focus on providing equitable access to environmental education; and an emphasis on place-based education that engages students in being active stewards of their community.

Lexington Fayette Urban County Government provides significant funding and support for environmental education programs about waste management and water quality, including stormwater and sanitary sewers/wastewater treatment. KAEE was contracted to provide a review of current research on EE best practices, identify successful programs across the United States as potential models, and assess existing efforts. This report serves to share those results and make recommendations for funding priorities in the future, with an emphasis on how LFUCG and its partners can most effectively increase the environmental literacy levels of Lexington residents. In 2021, KAEE began managing a 3 year contract to oversee the environmental education services for the city of Lexington.

KAEE Annual Conference *(1976-present)*

Upcoming: Morehead State University, November 13-15, 2024

Still our signature event, the conference brings together attendees from across the state for 3 intensive days of learning, sharing and networking.

Annual Outdoor Learning Symposium *(2017-present)*

"Education in the environment. Education about the environment. Education for the environment." -Dr. Terry Wilson, OLS Keynote Speaker

As we grow into a more technologically advanced society, distractions to learning are plentiful—even, at times, inside the classroom. In this day and age, it is more important than ever to consider the benefits of outdoor education. Designed for administrators, this event brings together educator and administrator teams from around the state to learn how to extend the classroom outdoors! Teams also received $250 grants to implement an outdoor project at their school. This event is held annually. Watch the video here.

Attachment B:
Resumes of Key Staff

Proposal for Bid Number: RFP-4-2021

Submitted to the Lexington Fayette Urban County Government
by the Kentucky Association for Environmental Education (KAEE)

Please find resumes for Ashley Hoffman, Brittany Wray, Michelle Wilson, Danny Woolums and the current LFUCG EE Team attached.

Ashley N. Hoffman

2650 Pikeview Rd, Magnolia, KY 42757
ashleyn.hoffman@yahoo.com
270-214-0587

EDUCATION

- **MS**, Nonprofit Administration, North Park University, GPA: 4.0 **2015**
  Specializations: *Fundraising Management, Nonprofit Governance, and Nonprofit Management*
- **BS**, Wildlife Ecology and Conservation, University of Florida, GPA: 3.54 **2009**

EMPLOYMENT HISTORY

Kentucky Association for Environmental Education, Executive Director **April 2010-Present**
Southeastern Environmental Education Alliance, Executive Director **January 2016-Present**

Lead strategic and business planning operations for Kentucky and the southeast. Serve as KAEE liaison with community, state, national and international organizations. Coordinate donor cultivation and management, grant writing, annual appeals, soliciting sponsorships, and other fundraising and development events for KAEE. Oversee and manage KAEE staff and volunteers.

PROFESSIONAL MEMBERSHIPS

Sustainable Forestry Initiative Board Member	**2020-Present**
Southeastern Environmental Education Alliance President	**2013-2015**
Four Rivers Watershed Watch Steering Committee Member	**2012-2015**
North American Association for Environmental Education (NAAEE) Affiliate Network Working Group	**2012-Present**
North American Association for Environmental Education Advisory Council	**2015-Present**
The Wildlife Society	**2006-2009**
Society for Conservation Biology	**2006-2007**

RECENT MAJOR GRANTS & CONTRACTS

Pisces Foundation	$300,000	2024
Inflation Reduction Act Urban Forestry	$526,500	2024
Environmental Education Leadership Corps	$2,000,000	2024
Professional Environmental Education Certification	$51,750	2024
Pisces Foundation	$150,000	2023
Environmental Protection Agency	$100,000	2023
Kentucky Division of Water - Project WET	$80,000	2022

CERTIFICATIONS

- Professional Environmental Educator Certification, Kentucky Environmental Education Council 2012
- Master Environmental Educator Certification, Kentucky Environmental Education Council 2018
- Certified Facilitator in Project Learning Tree, Project WET, Project WILD, Leopold Education Project, Project Underground

Brittany Wray

Education Director, Kentucky Association for Environmental Education

208 Anthony Way
Richmond, KY 40475
(502) 234-1492
brittany@kaee.org

EXPERIENCE

Kentucky Association for Environmental Education, KY — *Education Director*

May 2016 - PRESENT

Developed and maintains eeCredential program, Developed and designed EE curriculum correlations to academic standards, managed environmental education curriculum programs and facilitators; planned and implemented professional development events for educators: Annual Conference, Outdoor Learning Symposium, Facilitator Training, and EE Curriculum Workshops; Designed marketing materials; Web development and communications

Model Laboratory School, Richmond, KY — Middle Grades *Instructor, 6th Grade Math & 7th Grade Science*

August 2013 - May 2016

Designed lessons and units of instruction for math and science; implemented curriculum and provided daily instructional experiences for students

EDUCATION

Eastern Kentucky University, Richmond, KY — *Master's Degree, Middle Grades Education with P-12 EE Endorsement*

January 2014 - July 2016

Eastern Kentucky University, Richmond, KY — *Bachelor's Degree, Middle Grades Education Math and Science*

August 2010 - May 2013

PROJECTS

eeCredentials — *Online professional learning courses for environmental educators*

Led the development and design of a series of online courses with the goal of providing virtual, easy to access, professional development opportunities for environmental educators across the state of Kentucky. Continues to manage and oversee the implementation of the program.

Standards Correlations — *EE curriculum correlations for Next Generation Science Standards*

Led the development and design of national EE curriculum programs to the Next Generation Science Standards and three-dimensions of science.

SKILLS

Planning and delivering high-quality professional development

Developing and designing curriculum

Graphic design and video editing: Adobe suite of products, Canva

Software: Google Suite, MailChimp, Web development programs, learning management systems: Moodle, Google Classroom

Highly organized

Self-motivated

CERTIFICATIONS

Environmental Education Endorsement from Eastern Kentucky University's NAAEE and NCATE accredited program

Certified Educator and Facilitator for Project Learning Tree, Project WET, Project WILD, Leopold Education Project, Project Underground, and NAAEE Guidelines for Excellence

Michelle Wilson

Results-driven operations specialist with a decade of experience in non-profit work and a proven track record in streamlining operational processes, enhancing efficiency, and driving organizational success.

Richmond, KY 40475
(606) 369-1343
michelle@kaee.org

PROFESSIONAL EXPERIENCE

Kentucky Association For Environmental Education (KAEE)

Operations Coordinator

MAY 2023—PRESENT

- Oversees bookkeeping, payments, invoices, and receipt tracking.
- Coordinates contracts with other organizations—like Lexington Fayette Urban County Government and Kentucky Environmental Education Council—by tracking transactions and receipts, filing and coordinating invoices, and sending and tracking payments to vendors and other organizations.
- Administers payroll for KAEE staff and contractors as well as coordinates benefit enrollments for staff.
- Provides data entry and manages datasets for databases including grants, project management systems, and multi-state surveys and projects.
- Collaborates with other staff to manage timelines and tasks for grant deliverables and reporting.
- Assists in coordinating KAEE email marketing, social media, and other communication for the organization.
- Coordinates enrollment for KAEE hosted workshops, eeCredential courses, and events.

Administrative Specialist

NOV 2021—MAY 2023

- Provides data entry and manages datasets for databases including grants, project management systems, and multi-state surveys and projects.
- Oversees bookkeeping, receipt tracking, and payroll for organization.
- Maintains the organization's website, email marketing, and other relevant software platforms.
- Coordinates enrollment for KAEE hosted workshops, eeCredential courses, and events.

Administrative Assistant

MAY 2021—NOV 2021

- Coordinates enrollment for KAEE hosted workshops, eeCredential courses, and events.
- Oversees transaction and receipt tracking for organization.
- Assists in processing curriculum guide orders for KAEE programs and facilitators.

Tulip Poplar Publications

Founder and Owner

JUNE 2017—PRESENT

- Manages day-to-day operations and all administrative work of writing business.
- Produces content for communications and writing projects.
- Collaborates with clients and customers to create content and products.

Freelance Copywriter

JUNE 2017—PRESENT

- Writes short and long form articles for clients in a variety of industries.
- Creates branded content to drive engagement for target audiences.
- Collaborates with team to produce consistent marketing copy across products.

SKILLS

Bookkeeping
Financial Compliance
Grant Management
Budgeting
Copywriting
Strategic Planning
Project Management
Public Speaking
Crisis Intervention
Email Marketing
Collaboration

ADDITIONAL EXPERIENCE

Unlimited Grace Media—Project Manager—*2022–2023*

VIPKid—ESL Tutor—*July 2021–September 2021*

Madison County Health Department—Health Educator, Preparedness Coordinator—*Feb 2017–June 2018*

QPR Trainer—*2015–2020*

bluegrass.org—Prevention Specialist, Zero Tolerance Program Coordinator—*Aug 2015–Feb 2017*

Behavioral Support Specialist—*2013–2016*

Carnegie Center—Volunteer Tutor—*2014*

UK Comparative Cognition Lab—Student Researcher—*2012*

Lexington Public Library, Village Branch—Tutor—*2011*

Centre International D'Antibes—French Language Studies—*July 2011*

EDUCATION

University of Kentucky,

Lexington, KY

Bachelor of Arts—English & Psychology—*2013*

Graduated Cum Laude

Danny Ray Woolums Jr.

(859) 913-0418
dannyr.woolumsjr@gmail.com

Education

Bachelor of Arts in Philosophy. Transylvania University, Lexington, KY August 2013

- Political Science and Spanish Minors

Relevant Experience

Environmental Education Coordinator
Department of Environmental Quality and Public Works,
Lexington-Fayette Urban County Government, Lexington, KY June 2021 - Present
(Through contract with the Kentucky Association for Environmental Education)

- Interview, hire, train, supervise staff and work to manage schedules to meet needs of programs.
- Hire full and part-time staff, interns, AmeriCorps members, and volunteers
- Train staff on safe use of equipment and chemicals used in the workplace.
- Prepare and administer program budgets, project costs and ensures compliance with funding, managing $577,000 budget to procure all equipment, materials and supplies as needed
- Make budget and purchasing decisions for programming as best meets Department communication goals
- Respond to public inquires, concerns and complains, maintaining relationships with diverse members of the public
- Represent LFUCG, the Division of Environmental Services and the Environmental Education program at various internal and external meetings, public functions and events
- Develop environmental education curriculum Kindergarten through 12th grade students, including related experiences for each curriculum unit, including sites including McConnell Springs Park and Raven Run Nature Sanctuary.
- Build direct relationships with Fayette County Public Schools staff related to curriculum and workforce readiness coordination.
- Develop learning experiences for out of school programs.
- Build relationships with programs providing out of school programs such as William Wells Brown, Dunbar, Kenwick, and Black and Williams Community Centers.
- Develop teacher professional development programs to equip educators with best practices and techniques for engaging their students with their local and urban environment.
- Develop protocols for field trips to sites including McConnell Springs Park and Raven Run Nature Sanctuary and work to reimburse schools for buses and substitutes as appropriate.
- Create and oversee regular programming calendar including summer programs and during school year programs.
- Create (with support of other city staff) signage and write “scripts” for field trip sites such as the Recycle Center, Haley Pike Waste Management Facility (capped landfill and compost pad), Town Branch Wastewater Treatment Plant, West Hickman Wastewater Treatment Plant, watershed sampling sites and other appropriate sites as they are identified.
- Train education team to lead field trips at multiple sites with messaging consistent with program needs.
- Develop, with Workforce Development Specialist, opportunities for middle school camp students (& others, particularly from underserved populations) to intern and shadow within the Department of Environmental Quality and Public Works.
- Attend lessons with staff to provide feedback and assessment on behalf of the Department of Environmental Quality and Public Works.

- Facilitate plans for staff to meet outlined goals in SOW and divide work time accordingly including tracking engagement information.
- Maintain and report on programming engagement as requested.
- Evaluate impact and effectiveness of lessons and programs with team to recommend changes and improvements.
- Create materials and activities for use with outreach trailer in conjunction with the Event Coordinator.
- Staff tabling events during evenings and weekends as required.
- Performs other related work as assigned.

Environmental Educator,
Bluegrass Greensource, Lexington, KY February 2015 – August 2020

- Facilitated workshops for the public on how to use internationally recognized environmental education curricula so as to meet local, state, and national education standards.
- Developed curriculum for elementary education to meet local, state, and national standards in accordance with the progression as seen in the North American Association for Environmental Education K-12 Environmental Education: Guidelines for Excellence.
- Educated community members on topics, as needed, through interactive workshops (e.g., How to create and install a rain barrel, How to live more sustainably).
- Partnered with community agencies to develop unique programs such as The Teachers' Environmental Academy (a program by the Lexington-Fayette Urban County Government), a $40,000 program focused on directly connecting Fayette County teachers with their local city infrastructure and equipping them with the resources to teach about it in the classroom.
- Partnered with school Family Resource and Youth Services Center Coordinator to develop all-day summer camp programs in Owen County themed around water conservation and quality.
- Guided (or assistant in guiding) field trips of Fayette County environmental quality locations such as the Lexington Recycling Center (or Materials Recovery Facility – MRF), the Town Branch Wastewater Treatment Center, and McConnell Springs for elementary, middle, and high school aged students to highlight environmental impact and possible career opportunities.
- Exhibited at "Career Days" in elementary and middle schools in Fayette and surrounding counties to highlight the importance of understanding environmental impact and the career opportunities related to that understanding.
- Created "Color Your Watersheds" coloring activity to highlight the nine watersheds in Fayette County at outreach events.
- Wrote responses to Requests for Proposals (RFP) from city governments and develop language for contracts with providers of municipal services and county governments.
- Taught bilingually at schools with Spanish Immersion Programs, including Maxwell Elementary, Liberty Elementary, and Cardinal Valley Elementary in Lexington, KY.
- Managed multiple projects concurrently, such as the Kentucky Energy for Youth (KEY) program (a program by the Kentucky Office for Energy Policy), the Water Warrior's Camp (a program by Kentucky-American Water), and the Georgetown Stormwater Mural Program (a program by the City of Georgetown).
- Collaborated with district superintendents, school principals, teachers, liaisons to municipal services, community partners, volunteers, students, and elected officials.
- Worked outdoors and indoors while also transporting materials by hand or with carts to and from site locations.
- Staffed tabling events during evenings and weekends as required.

Learning Coach
Sphinx Academy, Lexington, KY January 2014 – December 2014

- Developed lesson plans and course curriculum for students to learn independently or to be taught by myself.
- Revised student papers/assignments before submission to other core teachers.
- Worked together with other Learning Coaches and Director of Education to find/develop new programs for students.

Member,
LFUCG Environmental Commission, Lexington, KY February 2017 – Present

- *Past Chair* (July 1, 2023 – Present); *Chair* (July 1, 2021 – June 30, 2023); *Vice Chair* (January 2021 – July 2021); *Director At-Large* (July 1, 2019 – January 2021)
- Chair Synergies Committee to establish understanding of related commissions, boards, and agencies to ascertain commission relevancy and future direction.
- Collaborate with fellow commissioners to provide outreach to citizens of Lexington regarding environmental issues.
- Re-establish networking and public information events (e.g., Green Drinks Program).
- Represent LFUCG District 4 environmental concerns on the commission.

Member, Board of Directors,
Kentucky Association for Environmental Education, Statewide KY September 2014 – September 2016

- As Co-Chair of Education Committee, determined and developed necessary programs for expanding environmental literacy across the state.
- Collaborated with fellow board members to strategize goals and objectives for the upcoming year.
- Reviewed organization budget to determine necessary hiring needs and raises for existing employees. Served as the organization grew from one full-time employee to two full-time and one part-time employee.

Cashier
Gordmans, Lexington, KY November 2013 – February 2015

- Greeted and welcome customers and make sure they are properly accommodated.
- Processed new inventory from trucks and ensure it is ready to be put onto the sales floor.
- Displayed new inventory on sales floor according to location charts (flow) and assist section lead in creating displays for featured items.
- Answered incoming calls and direct to requested departments or staff members .
- Received Employee of the Month for excellent customer service.

Junior Clinic Administrator for Customer Service and Retention,
Massage Envy Spa, Lexington, KY September 2012 – June 2014

- Managed clinic staff when on duty by resolving customer service concerns, internal disputes, etc.
- Supported senior management by maintaining/analyzing key metrics and data about customer service goals and membership growth.

- Problem-solved with clients as needs for their membership-accounts arose by meeting with them in person or communicating via email or phone.
- Reviewed and revised policy handbook during development. Additionally, reviewed other emails and correspondences as needed by management team.
- Established relationships with regular clients by memorizing key details about their lives and their interests to make them feel more welcome and appreciated.

Cashier/Cash-Handler,
Old Navy November 2011 – July 2023

- Greeted and welcome customers and make sure they are properly accommodated.
- Assisted managers by providing computer overrides to provide discounts, change, or corrections when needed to cashiers.
- Assuage customer concerns and complaints on behalf of other cashiers as needed.
- Trained new cashiers and provided guidance to fellow associates by directing tasks and managing front end area when management was not present.
- Counted all cash in registers and in safe at the beginning of opening shifts to verify the registers are properly ready to open.
- Counted all cash in registers and in safe at the end of closing shifts and prepare cash deposit for the store.

Waste and Recycling Coordinator,
Transylvania University, Lexington, KY August 2010 - May 2012

- Managed alternative waste services (Ink Cartridge, Battery and Electronic Recycling; Terracycle) offered through school sustainability office.
- Offered programming to students, staff, and faculty to ensure awareness of waste services on campus (school composting efforts, BMPs for recycling, etc.).
- Assisted Director of Sustainability with data collection/research, poster/sign making, and any additional functions as needed.
- Developed interactive displays to highlight waste and conservation efforts.
- Engaged students, faculty, and staff members at tabling events to discuss needed efforts on campus for sustainability (e.g., eliminating office space heaters, promoting the consumption of local foods, encouraging recycling, etc.)

Secretary, Board of Directors,
Bluegrass Greenworks, Inc., Lexington, KY February 2010 - August 2012

- As secretary, recorded minutes of all meetings and distributed to members via email after meetings had ended.
- Collaborated with fellow board members on development of annual Green Expo.

Relevant Achievements

- CEE-Change Fellow, North American Association for Environmental Education
- First Aid and CPR/AED Certified, April 2023
- League Cycling Instructor, League of American Bicyclists, November 2021
- Certified Workshop Facilitator for Project WILD, Project Underground, Leopold Education Project, Project Learning Tree, Project WET 2.0, June 2014
- Kentucky State Certified Environmental Educator, May 2015 (Internationally Accredited through North American Association for Environmental Education)

- Graduate, ELEVATE Kentucky, May 2017 (A Program of Leadership Kentucky)
- Certified Workshop Facilitator for Population Education, October 2018 (Nationally certified through Population Connection)
- Graduate, Lexington Citizens' Police Academy, May 2019
- Graduate, Lexington Citizens' Planning Academy, July 2019 (A Program of The Fayette Alliance)

Presentations

- *Healing the Land, Healing the People*; Law Review Symposium on Restorative Justice: Examining Community, Criminal, and Environmental Themes; Northern Kentucky University Chase College of Law; Highland Heights, KY; March 2024
- *Gamifying Environmental Education*; Annual Conference; Kentucky Association for Environmental Education; Cave City, KY; September 2023
- *From Environmental Education to Civic Engagement: Why Government Needs Environmental Education*; CEE-Change Leadership Institute; Shephardstown, WV; August 2023
- *Meaningful Action & Learning: Navigating Stakeholder Partnerships to Promote Civic Engagement & Meaningful Learning:* Annual Conference; North American Association for Environmental Education; Tuscon, AZ; November 2022
- *Engaging Communities through the Academies Model*; Annual Conference; North American Association for Environmental Education; Lexington, KY; November 2019
- *Developing Public-Private Partnerships*; Annual Conference; Kentucky Association for Environmental Education, Jamestown, KY 2016

References

Mrs. Adonya Boyle
STEM Lab Teacher
Cardinal Valley Elementary Fayette
County Public Schools
(859) 699-9359, adonya.boyle@fayette.kyschools.us

Mr. Anthony Jackson
Recreation Manager
Lexington-Fayette Urban County Government, Department of General Services, Division of Parks and Recreation
(859) 338-0802, ajackson@lexingtonky.gov

Mrs. Julie Moore
4th-6th Grade Science Teacher
School for the Creative and Performing Arts (SCAPA) at Bluegrass
Fayette County Public Schools
(502) 550-9192, julie.moore@fayette.kyschools.us
* 2017 Kentucky Science Teacher Association Elementary Science Teacher of the Year

Mrs. Angela Poe
Program Manager, Sr.
Lexington-Fayette Urban County Government, Department of Environmental Quality and Public Works, Division of Environmental Services, Public Information and Engagement Section
(859) 285-9130, apoe@lexingtonky.gov

Mrs. Jennifer Reynolds
11th District Councilmember

Lexington-Fayette Urban County Council
(859) 948-3167, jreynolds@lexingtonky.gov

Mrs. Stephanie Sawyer
4th Grade Teacher
Eastern Elementary
Scott County Public Schools
(502) 316-0160, stephanie.sawyer@scott.kyschools.us

Ryelle Browning
ryellebrowning@gmail.com
(859)248-6723
100 Congleton Lane
Richmond, KY 40475

EDUCATION

The University of Chicago Chicago, IL

Bachelor of Arts in Environmental and Urban Studies
Graduated June 2023
GPA: 3.855
Honors: Dean's List (2021-2022, 2022-2023)
Relevant Coursework: Environmental Justice in Principle and Practice, Human Impact on the Global Environment, Sustainable Urban Development

EXPERIENCE

Lexington-Fayette Urban County Government Lexington, KY
Environmental Educator September 2023 – Present

- Lead lessons and field trips for students attending kindergarten through 12th grade to improve understanding of waste management, water quality, and sustainability
- Assist with facilitating professional development for Fayette County teachers, introducing them to individuals and resources than can support environmental education in their classrooms
- Communicate with Fayette County residents through outreach events to engage citizens with local environmental goals

University of Chicago Chicago, IL
Phoenix Sustainability Initiative Member and Project Group Leader October 2020 – June 2023

- Supervised organization members in planning service events and fundraisers to increase community awareness of sustainability
- Taught environmental education lessons at Chicago Public Schools, contributing to green career development

Beach Camp at Sunset Bay Edmonds, WA
Teaching Assistant June 2022 – September 2022

- Facilitated marine science and outdoor education activities for groups of up to 20 students ages seven to 14, leading students to develop skills in scientific measurement, teamwork, and environmental awareness
- Communicated with clients to develop and maintain organized records of camper information, contributing to smooth facility operations overall

Housing and Residence Life - The University of Chicago Chicago, IL
Resident Dean Virtual Assistant February 2021 – June 2021

- Researched and communicated with vendors, surveyed participant interest, and supervised in-person and virtual workshops and competitions to enrich the experiences of peers in on-campus housing
- Ordered, received, and distributed deliveries for university programming while following budgeting guidelines

Bluegrass Greensource Lexington, KY
Remote Intern June 2020 – August 2020

- Created a sustainable home certification program to encourage environmentally friendly behaviors
- Communicated with community leaders and organized flyers, protocols, and litter clean-up supplies for 11 city-wide events leading to broader awareness of environmental causes across the community
- Analyzed the organization's social media analytics and provided recommendations to increase engagement on posts

Bright Beginnings Childcare Berea, KY
Substitute Teacher July 2019 – September 2019

- Supervised groups of children ages infant to 11 and gained experience working in a fast-paced environment
- Organized classroom, served meals, and discussed behavior management with parents to provide safe learning environment for children

Cedar, Inc. Morehead, KY
Remote Intern September 2018 – July 2019

- Evaluated an entrepreneurial coal land redevelopment educational program and analyzed survey results that demonstrated an increase in entrepreneurial mindset and work ethic in high school student participants
- Created and presented results of statistical analysis to supervisor, suggesting improvements to increase skill development in students including creativity and collaboration

Morehead State University Morehead, KY
Undergraduate Research Student August 2018 – May 2019

- Collected imagery of Triplett Creek erosion structures using drone technology and created maps to be used by local organizations to evaluate their effectiveness in preventing erosion, creating riffle habitats, and increasing oxygen levels
- Presented research at Morehead State Celebration of Student Scholarship, earning a Certificate of Merit

SKILLS

Certifications: Professional Environmental Educator Certification, First Aid and CPR
Professional Development: Participated in Climate Education and Don't Waste It! curriculum workshops
Computer: Proficient in Canva, GeoDa, Google Workspace, Microsoft Office Suite, QGIS, and R

Language: Conversant in Spanish

109 Hagerman Ct, apt 2, Lexington, KY 405084
juliamaugans@gmail.com
(502) 718-5814

Julia Maugans

Education

University of Kentucky, Lexington, KY — May 2022
Bachelor of Science in Natural Resources and Environmental Science
Minor in Wildlife Management
Lewis Honors College
Magna cum Laude
Presidential Scholarship Awardee

Experience

Alternative Transportation Educator — May 2022-Present
Lexington-Fayette Urban County Government — Lexington, KY

- Created curricula on cycling safety following best practices as outlined by the League of American Bicyclists (LAB) and aligned to Kentucky Academic Standards
- Teach environmental education lessons to students K-8 in alignment with Kentucky Academic Standards for Science
- Lead field trips to McConnell Springs, including water quality testing, land use history, urban forestry, and geology
- Formed and maintain relationships with gym teachers throughout Fayette and Jessamine County to bring content into 2nd and 3rd grade classes
- Teach lessons on urban forestry, wastewater treatment, stormwater runoff, and alternative transportation to K-12 students and the general public in classroom, natural, and tabling settings
- Plan events for the general public, including Lexington Glow Ride and Lexington Streetfest
- Oversee and coordinates volunteers, employees, and interns during programming and events
- Develops and maintains relationships with internal and external stakeholders including LFUCG employees, businesses, vendors, neighborhood associations, and the general public to create events and programming
- Manage a budget of nearly $10,000 for cycling education and events
- Facilitate workshops on Projects WET, WILD, and Learning Tree for teachers as needed
- Market and facilitate Safe Cycling courses for adults as a League Cycling Instructor for the LAB
- Manage Americorps team members and high school interns in implementing educational programming
- Train new staff on current lessons

Professional Development and Certifications

Professional Development

- National Association for Interpretation Conference, 2023
- Kentucky Association for Environmental Education Conference, 2023
- National Afterschool Association Conference, 2023
- Kentucky Association for Environmental Education Conference, 2022
- North American Association for Environmental Education Conference, 2022
- Partners in Community Forestry Conference, 2021
- Society of American Foresters Conference, 2020
- Kentucky Academy of Sciences Conference, 2020

Certifications

- Project WET, WILD, Aquatic WILD, and Learning Tree Educator
- Project WET, WILD, and Learning Tree Facilitator
- Professional Environmental Educator Certification
- American Red Cross First Aid and CPR/AED
- League of American Bicyclists Certified Instructor

Skills

- Proficiency in Microsoft Word, Excel, and PowerPoint
- Proficiency in Adobe Illustrator, Adobe Acrobat, and Adobe InDesign

Dawn Bailey
1164 Bay Meadows Drive, Lexington, KY 40514
(859) 576-4887
dmbaileyblue@gmail.com

EMPLOYMENT HISTORY:

Environmental Educator at Lexington Fayette Urban County Government
August 2023 - Present
Supervisor: Danny Woolums

- Scheduled and led curriculum aligned environmental education programming in K-8th grade classes throughout the FCPS system.
- Helped facilitate and lead field trips for students K-12th at the MRF (Recycling Center), local parks, and landfills.
- Wrote and created curriculum aligned environmental education programming
- Created and put together the supplies for programming
- Attended and helped lead activities at outreach events including but not limited to City wide events, neighborhood festivals, and STEM nights.

Education Coordinator at The Arboretum, State Botanical Garden of Kentucky
September 2019 - August 2023
Supervisor: Molly Davis, Director

- Managed the Kentucky Children's Garden
- Researched, developed, and lead daily environmental educational programming based on the mission of The Arboretum
- Created and led environmental educational events for adults and children that aligned with the mission of The Arboretum
- Recruited, trained, and managed a team of 40 plus volunteers each season
- Tracked hours worked by volunteers
- Recruited applicants, interviewed, hired, trained, and managed a seasonal staff of 2–4 people
- Managed the Facebook and Instagram accounts for The Arboretum
- Managed the annual budget for the Kentucky Children's Garden
- Coordinated Spring and Fall field trips for local schools that aligned with state standards
- Wrote and applied for grants; four were funded
- Promoted Arboretum events on radio and live tv interviews
- Created marketing materials for large and small events
- Created promotional materials to advertise Arboretum events
- Developed relationships with community partners
- Created educational videos for events and social media
- Researched, developed, and lead Facebook live lessons for kids during Covid shut down
- Created fundraising materials in the form of videos and post for our annual giving campaign
- Planned and led several large annual events including Arbor Day, Earth Day, and Addie's Day with 700 – 1,500 people in attendance

Seasonal Park Guide at Mammoth Cave National Park
April 2019 - August 2019
Supervisor: Chris McDowell (270) 758-2180, may be contacted

- Researched, developed, and led tours related to the history, geology, and ecology of the cave.
- Staffed the visitor center information desk, educating, and orienting visitors to the resources at Mammoth Cave National Park
- Researched, developed, and led themed 30-minute surface hikes
- Researched, developed, and led themed Junior Ranger activities
- Researched, developed, and led 15-minute porch talks related to the ecology of Mammoth Cave

Volunteer at Mammoth Cave National Park
February 2019 - March 2019 Volunteer: 40 hours a week
Supervisor: Jennifer Shackelford, Environmental Education Manager (270) 758-2180, may be contacted

- Led education programs at local schools about the history and ecology of Mammoth Cave

- Helped coordinate and execute a volunteer project to prevent bats and birds from nesting in a historic building
- Used saw, hammer, nails, electric drill, screws, ladder, staple gun, and knife for volunteer project
- Co-wrote a Job Hazard Analysis for a volunteer project
- Assisted with guided tours

Seasonal Ranger at Bering Land Bridge National Preserve
June 2018-October 2018
Supervisor: Interpretive and Education Program Manager; Kathleen Cullen (800) 471-2352, may be contacted

- Researched, developed, and created themed display tables to engage and educate the public
- Staffed the visitor center front desk, educating, and orienting visitors to the resources at the Bering Land Bridge and surrounding community of Nome, AK
- Researched, developed, and presented 60-90 minute weekly interpretive programs, including Junior Rangers and Tundra Tots
- Lead backcountry hikes educating the public about river crossings, bear safety, and Leave No Trace
- Promoted the organization's mission and programs through weekly informative posts and photography on Facebook and Twitter
- Responded to written inquiries for information on the Bering Land Bridge National Preserve and their Junior Ranger program
- Promoted the Bering Land Bridge's mission and events live on two local independent radio stations
- Incorporated Audience Centered Experience techniques into already written programs
- Developed, researched, and lead 20-minute interpretive talks that incorporated ACE technique and themes of the Bering Land Bridge National Preserve
- Managed and strengthened the partnership with the local Boys and Girls Club and the Preserve.
- Coordinated all programs for the Boys and Girls Club, bringing STEAM and Bering Land Bridge themed programs to students
- Managed and strengthened the partnership with the Nome Juvenile Detention Center. Coordinating all programs so that our staff could regularly bring STEAM and Bering Land Bridge themed programs to students
- Wrote new programs based on the interpretive themes of the Bering Land Bridge
- Handled cash and credit card transactions using square system on iPad
- Coordinated and co-led several programs in a partnership with Fish and Wildlife
- Consulted with biologists, anthropologists, tribal leaders, ecologists, ornithologists, and a marine biologists from the Marine Advisory Program to ensure that the programs I developed were scientifically sound and culturally sensitive

Student Conservation Association Intern at Bering Land Bridge National Preserve
April 2018 - June 2018
Supervisor: Interpretive and Education Program Manager; Kathleen Cullen (800) 471-2352, may be contacted

- Staffed the visitor center front desk educating and orienting visitors to the resources at the Bering Land Bridge and surrounding community of Nome, AK
- Coordinated, planned, and executed a visit to two remote communities of the Bering Strait School District. At each school, I lead educational programs in classrooms seeing 75-100 students in 3 days. Visits consisted of traveling 3 to 4 days, staying in the school libraries, and traveling on small 12 person planes
- Led environmental education programs at a juvenile detention facility

Seasonal Ranger at Bering Land Bridge National Preserve
May 2017 - September 2017
Supervisor: Interpretive and Education Program Manager; Kathleen Cullen (800) 471-2352, may be contacted

- Researched, developed, and presented 60-90 minute weekly interpretive programs, including Junior Rangers and Tundra Tots
- Staffed the visitor center front desk educating and orienting visitors to the resources at the Bering Land Bridge and surrounding community of Nome
- Handled cash and credit card transactions using a cash register
- Lead backcountry hikes educating the public about river crossings, bear safety, and leave no trace
- Promoted organization's mission and programs through weekly informative post and photography on the Bering Land Bridge National Preserve's Facebook and Twitter accounts
- Responded to written inquiries for information on the Bering Land Bridge National Preserve
- Created themed display tables to engage and educate the public

- Developed and led interpretive talks on subjects relating to the Bering Land Bridge National Preserve
- Created and ran Sea Side Saturday; A new program for families with the purpose of educating about the Bering Sea and the creatures that call it home. Earned a Star Award for the execution of Sea Side Saturday

Kayak and Stand-Up Paddleboard Guide at Adventure Sea Kayak
February 2015 - September 2015, May 2016 - April 2017
Supervisor: Brian Houston (239) 576-6000, may be contacted

- Confidently led kayak and stand-up paddleboard tours for groups up to 10 people in the Pine Island Sound off Captiva Island
- Lead weekly lessons for elementary student groups
- Monitored weather and made cancelations or rescheduled as needed for the safety of visitors and staff
- Handled large sums of cash and credit card transactions daily
- Trained new guides how to paddle, execute self and T-rescues, properly fit guest in PFDs, use a tow rope, and other safe paddling practices
- Trained new guides about the ecology of the coastal mangroves and local history of Captiva Island
- Served as an information point for visitors about services offered not only by our company but the entire Island
- Provided education regarding the local ecology and history of the Island and surrounding waters
- Delivered instruction and lessons for kayak and SUP users
- Consistently maintained an atmosphere of safety
- Scheduled tours and maintained tour equipment

Family Support Center Coordinator at Pop Wuj (Guatemalan Run NGO)
January 2014 - March 2014, November 2015 - April 2016
Supervisor: Amy Scheuren

- Assisted with the “Safe Stove” project, lead construction efforts to build safe stoves for families in nearby villages
- Developed fun activities for a youth that was confined to her bed due to illness
- Developed fun and easy activities that would be engaging and educational for children and the volunteers
- Ensured the students and potential donors visiting the Family Support Center behaved in a culturally sensitive manner.

Tour Guide and Front Desk Staff at Everglades International Hostel and Tours
October 2014 - January 2015
Trainer: Caren Tautz-Kopania (*Longtime volunteer for Everglades National Park*)

- Provided full day and half day eco-tour services for groups up to 9 people in the Everglades National Park
- The tours consisted of “wet walks” in a cypress dome and kayaking or canoeing in 9-mile Pond
- Demonstrated my ability to do a self and assisted rescue in both a kayak and canoe
- Drove a 15-passenger van-with a trailer
- Served as the first information point for visitors to The Everglades
- Organized and arranged accommodation for guests.
- Provided supervision and management of front desk activities and duties

EDUCATION:
University of Kentucky, May 2011
B.A. Degree, Anthropology; Minor in History

LANGUAGES:
Conversational Spanish

Sagan Brianne Goodpaster, Ph.D.
2051 Kiddville Rd.
Winchester, KY 40391

(859) 595-4357
sagan.goodpaster@gmail.com

Summary

Science educator with more than ten years of experience in the field. Dedicated to promoting the inclusion of environmental education and outdoor learning experiences in K-12 education.

Education

Ph.D. Educational Sciences - STEM Education, University of Kentucky, Lexington, KY (August 2022)
Overall GPA: 4.0
M.S. Biology, Eastern Kentucky University, Richmond, KY (August 2013)
Overall GPA: 4.0
B.S. Biology, Morehead State University, Morehead, KY (May 2011)
Overall GPA: 3.8; Dean's List, *Magna cum laude*

Professional Experience

Environmental Educator, Lexington-Fayette Urban County Government and Kentucky Association for Environmental Education (September 2023-present)
- Taught environmental education lessons related to solid waste management, stormwater management, sanitary sewer systems, and sustainability in K-8 classrooms
- Designed NGSS-aligned environmental education lessons for K-8 classrooms
- Developed lesson-level and unit-level assessments
- Assisted with community outreach events
- Planned and facilitated field trips and other related experiences with education team
- Assisted with planning and facilitation of the Teachers' Environmental Academy

Part-time Instructor and University Supervisor, University of Kentucky Department of STEM Education (January-May 2023)
- Instructor of record for SEM 421 STEM Education Methods I
- Supervised seven student teachers. This included four field observations for each student, one-on-one meetings after each observation, and evaluating lesson plans and class materials.

Science Content Writer, STEMGen, LLC and Alef Education (July 2022-February 2023)
- Designed NGSS-aligned, digital science lessons and assessments for English language learner classrooms in UAE charter schools, grades 5-9
- Peer-reviewed lessons written by other science content writers
- Reviewed development of interactive science lessons in the digital platform
- Assisted with organizing workflow and managing deadlines

Graduate Research Assistant, University of Kentucky Department of STEM Education (May 2021-August 2022)
- Assisted with developing an NGSS-aligned, six-lesson unit for middle and high school science classes through the NIH-funded WACKIEST project: Wastewater Assessment for Coronavirus in Kentucky, Implementing Enhanced Surveillance Technology
- Facilitated in-service middle and high school teachers' review of the curriculum using the EQuIP rubric
- Solicited administrator support for piloting the curriculum at middle and high schools in eight eastern Kentucky counties associated with the wastewater testing sector of the WACKIEST project

- Recruited science teachers from these participating school districts to pilot the curriculum

Graduate Teaching Assistant, University of Kentucky Department of STEM Education (August 2019-May 2021)
- Instructor of record for SEM 110 Introduction to STEM Education (Spring 2020)
- Instructor of record for SEM 328 Elementary Science Methods (Fall 2019)
- Assisted faculty with preparation of class materials, curriculum development, and creation of assessments
- Assisted SEM 328 faculty in managing Zoom during virtual class sessions
- Supervised seven pre-service teachers throughout their 8-week practicum experience
- Conducted prospective student interviews for the elementary education program

Academic Coordinator, University of Kentucky Agricultural Education Program (July 2018-June 2019)
- Advised 80+ currently enrolled students
- Recruited prospective students at various events, including State and National FFA Conventions
- Organized prospective student visits by coordinating with students' families, College of Agriculture Center for Student Success staff, and Ag Ed faculty
- Created and maintained databases with contact information for current and prospective students
- Managed annual budget for all recruitment materials
- Instructor of record for GEN 109 Problems in Career and Technical Education (CTE)
- Facilitated two lab sections of AED 586, Methods of Teaching in CTE.
- Served as co-advisor for Ag Ed Society

Assistant Professor – Biology, Maysville Community and Technical College (Aug. 2013-July 2018)
- Taught Introductory Biology, Human Ecology, Basic Anatomy and Physiology, Anatomy and Physiology I and II
- Designed and implemented first online Basic Anatomy and Physiology course offered by MCTC
- Served as academic advisor to 70+ currently enrolled students
- Appointed to chair of the Montgomery Campus Advising Team
- Served as the Phi Theta Kappa Honor Society Faculty Advisor
- Contributed to the work of the Sustainability Committee, Medical Assisting Advisory Board, Physical Therapy Assistant Program Development Team, Enrollment Management Team, and Human Resources Effectiveness Council as an active member
- Represented MCTC as Senator-at-Large in the KCTCS Faculty Senate, and as a member of the KCTCS Kinesiology and Health Promotion Curriculum Review Committee

Publications

Goodpaster, S. (2022). Development of the elementary teachers' commitment to outdoor education survey: A mixed methods study. *Theses and Dissertations-Education Sciences, 109.*

Xiang, L, **Goodpaster, S.**, & Mitchell, A. (2022). Supporting three-dimensional learning on ecosystems using an agent-based computer model. *Journal of Science Education and Technology*, *31*, 473-489.

Goodpaster, S., & Alameh, S. (in press). Tracking clouds in the cloud. In F. S. Allaire & J. E. Killham (Eds.), *Teaching and Learning Online: Science for Early Childhood and Elementary Grade Levels.* Information Age Publishing.

Alameh, S., **Goodpaster, S.**, & Preece, C. (in press). Implementing the five essential features of student-centered inquiry in the online elementary science classroom. In F. S. Allaire & J. E. Killham (Eds.), *Teaching and Learning Online: Science for Early Childhood and Elementary Grade Levels.* Information Age Publishing.

Goodpaster, S., & Krall, R. (2022). Engineering like a bird. *Science and Children, 59*(3), 79-83.

Goodpaster, S. & Ritchison, G. (2014), Facultative adjustment of pre-fledging mass recession by nestling chimney swifts *Chaetura pelagica*. *Journal of Avian Biology*, 45: 247–252. doi: 10.1111/jav.00326

Goodpaster, S. B. (2013). Facultative adjustment of pre-fledging mass recession by nestling Chimney Swifts (*Chaetura pelagica*). Online Theses and Dissertations. Paper 172.

Professional Certifications

- Project Learning Tree, certified educator and facilitator
- PLT Southeastern Forests and Climate Change, certified educator and facilitator
- Project WILD, certified educator and facilitator
- Project Flying WILD, certified educator and facilitator
- Urban Ecology Achievement Certificate, Cornell University
- Outcomes in Environmental Education Achievement Certificate, Cornell University

Professional Service and Affiliations

2021-present	North American Association for Environmental Education
2021-2023	National Association for Research in Science Teaching
2021-2023	American Educational Research Association
2021-present	Kentucky Science Teacher Association
2019-present	National Science Teacher Association
2014-present	Kentucky Association for Environmental Education
2013-present	Kentucky Academy of Science

Grants Received

Kentucky University Partnership for Environmental Education (KUPEE) Climate Literacy Mini-Grant, Fall 2017

- Received $3,000 to design and install an interpretive sign trail at Herb Botts Nature Park in Mt. Sterling, KY.
- Students in Human Ecology (BIO 120) partnered with students at Mount Sterling Elementary School to design six signs related to key principles of climate literacy as defined by the National Oceanic and Atmospheric Administration. Signs were installed in late summer of 2018.

Christie Hoskins

Workforce Specialist – Career Coach – Marketing Coordinator – Fundraising/Event Coordinator

Summary: *Experienced Workforce Development/Educator professional with over 15 years of progressive workforce development & training experience. Highly effective professional with an emphasis on workforce-related activities to include recruitment, career coaching, placement, case management, and retention with diverse populations that include youth, military, displaced workers, and transitional re-entry populations*

I have a strong history of working with non-profit organizations and community services in the pursuit of career advancement and poverty reduction for my clients. Simply put, I greatly enjoy being able to create a matrix of individuals that mutually benefit from shared experience, information, and/or services.

Skills: *Microsoft Office, Data Entry, Organizational, Strong Written/Verbal, CRM, Networking and Marketing.*

Interpersonal Skills: *Analytical Skills, Critical Thinking, Detail-Oriented, Teamwork, Organizational, and Strong Written/Verbal.*

EXPERIENCE

Lexington-Fayette Urban County Government (LFUCG) Lexington, KY
Kentucky Association for Environmental Education (KAEE)

Workforce Development Specialist March 2023 – Present

- Establishing and maintains effective relationships with managers, vendors, customers, and peers at all levels providing advice and guidance concerning workforce activities to include human-related issues.
- Assessing suitability related to occupational training, on- the -job training and/ or other professional development services. Make recommendations regarding the planning and managing of programs services in order to enhance the quality of services and accomplishments and performances of the department.
- Strong knowledge of full-cycle recruitment and selection plans using best practices to attract and retain diverse, experienced candidates. Collaborate and advise on talent and recruitment strategies in order to enhance employer's workforce.
- Actively source customers for the purpose of locating and selecting individuals based on set criteria.
- Managing the business of strategy planning to include workforce analysis, talent acquisition, skills gap analysis, and other business processes, interpreting policies and standards and soundness of judgement.

Fayette County Public Schools (FCPS):

- Partners with the Kentucky Association for Environmental Education (KAEE) and the Lexington-Fayette Urban County Government (LFUCG) Dept of Environmental Quality and Public Works (EQPW) on their K-12 environmental education program.

- Works closely with the Environmental Education & Community Outreach Coordinators to facilitate youth civic engagement opportunities & to build/coordinate a K-12 shadowship, apprenticeship, &internship program for the Lexington-Fayette County Dept of EQPW.
- Facilitate outreach to students & school district workforce development professionals.
- Work with EE staff to connect K-12 units to careers (with a focus on middle/high school); work with EE staff to coordinate career panels for middle/high school students; work with Fayette County Public Schools on career days & similar opportunities
- Build relationships with FCPS, local colleges and local universities to facilitation the connection of students to EQPW-related careers; build relationships within EQPW to deeply understand the work done, skills needed, workforce development opportunities, and advancement paths available
- Promote student engagement with city government; work with Middle/High Environmental Educator and Environmental Education Coordinator on the Youth Environmental Academy program; assist educators in facilitating community-based learning efforts
- Develop intern opportunities for high school/college students to within the department; recruit & train other city staff members as partners in the internship program, providing connections to the full spectrum of jobs within the EQPW; develop & implement guidelines for student & staff participants; oversee intern training and regular check-ins
- Provide feedback opportunities for both students & host site staff; make program adjustments accordingly

Bluegrass Community & Technical College (BCTC) & Fayette County Public Schools (FCPS):

- In conjunction with BCTC staff, develop Department of Labor apprenticeship opportunities for high school graduates and college students within the LFUCG Department of Environmental Services
- Develop and implement guidelines for each type of apprenticeship pathway

Bluegrass Community & Technical College (BCTC) & Veterans/DOD SkillBridge:

- Develop apprenticeship opportunities for military personnel transitioning into the civilian workforce
- Conduct one-on-one interviews to assess education and transferable skillset
- Utilize Traitify and O-NET to assess aptitudes and job interests
- Coordinate with BCTC staff to ensure smooth transition from active service to a DOL apprenticeship program with the city of Lexington.

Transitional Re-Entry Workforce:

- Work with community partners and re-entry programs to create career pathways within the LFUCG Department of Environmental Services
- Coordinate with local career centers for testing services to assess educational level/capacity and transferable skillsets
- Utilize Traitify and O-NET to assess aptitudes and job interests
- Coordinate with division directors to identify staffing needs/options; both seasonal/temporary and permanent

EDUCATION

Missouri Baptist University

MBA, Business Administration January 2007 - December 2007

Maryville University of Saint Louis

Dual Bachelor of Arts, Psychology/Sociology January 2003 - December 2006

Activities & Societies:

Maryville University's Young Alumni Committee
Global Citizenship Organization
Peer Mentorship Program

Eastern Kentucky University

Psychology January 1998 - December 2002

Activities & Societies:

International Culture & Diversity Council of Eastern Kentucky University (Representative/ Speaker)
Student Council (Representative)
The Eastern Progress (Staff)

PROFESSIONAL DEVELOPMENT

Bev Browning LLC

Grant Writing January 2023 - December 2023

1) A to Z Grant Writing
2) Advanced Grant Proposal Writing
3) Becoming a Grant Writing Consultant

Center for Credentialing and Education (CCE)

Global Career Development Facilitator (GCDF) January 2022 - December 2023

Global Career Development Facilitator (GCDF) is a certification from the Center for Credentialing and Education (CCE), a Certification Entity, for persons working in career development and advisory fields.

Attachment C:
Additional Requirements

Proposal for Bid Number: RFP-37-2024

Submitted to the Lexington Fayette Urban County Government
by the Kentucky Association for Environmental Education (KAEE)

Please find attached the following items: Affidavit, Equal Opportunity Agreement, Affirmative Action Plan, Workforce Analysis Form, MWDBE Participation Form, MWDBE Quote Summary Form, Statement of Good Faith Efforts, General Provisions, and Addendum #1.

KAEE Affirmative Action Plan

Proposal for Bid Number: RFP-37-2024

Submitted to the Lexington Fayette Urban County Government
by the Kentucky Association for Environmental Education (KAEE)

KAEE is an equal opportunity employer. It is KAEE's policy to select, develop and promote employees based on individual ability and job performance. It has been and shall continue to be the policy of this organization to provide equal employment opportunity to all people in all aspects of employer-employee relations without discrimination because of race, color, religious creed, gender, national origin, ancestry, marital status, age, sexual orientation or disability. This policy affects decisions including, but not limited to, an employee's compensation, benefits, terms and conditions of employment, opportunity for promotions, professional development and other privileges of employment. It has been and shall continue to be, the organization's policy to maintain a working environment that is free of sexual harassment and intimidation. It is further the policy of this organization to comply with the letter and the spirit of local, state and federal statutes concerning equal employment opportunity.

KAEE MWDBE and Veteran Good Faith Efforts

Proposal for Bid Number: RFP-37-2024

Submitted to the Lexington Fayette Urban County Government
by the Kentucky Association for Environmental Education (KAEE)

As noted during the pre-proposal meeting for this bid opportunity, the structure of this proposal does not allow for subcontracting. However, KAEE is committed to seeking MBE, WBE, DBE and/or Veteran-Owned business quotes for catering and other costs that might arise during the contract, with a goal of 10% for MWDBE participation and 3% for Veteran-Owned participation.

Environmental Education Coordination and Administration Budget Proposal
RFP #37-2024

Add extra rows as needed for additional staff. Green fields will auto calculate or auto populate.

Personnel

#s presented in this section should be based on actual pay and benefits; management fee/administrative costs will be reflected below

Staff Name (leave blank, if unfilled)	Staff Title (if different than contract position)	Contract Position	# of hours/week, average (total NOT just contract)	% of time dedicated to contract		Annual Salary	Benefit Costs (show work in proposal)	Total Compensation	Total Personnel Cost Dedicated to Contract
Danny Woolums		Environmental Education Manager	40	100.00%	40	$65,771.00	$21,046.72	$86,817.72	$86,817.72
Sagan Goodpaster		Educator (Grade 2)	40	100.00%	40	$55,000.00	$17,600.00	$72,600.00	$72,600.00
Dawn Bailey		Educator (Grade 2)	40	100.00%	40	$55,000.00	$17,600.00	$72,600.00	$72,600.00
Ryelle Browning		(optional) Educator (Grade 1)	40	100.00%	40	$47,083.00	$15,066.56	$62,149.56	$62,149.56
Julia Maugans		Transportation Outreach Specialist/Coord	40	100.00%	40	$49,078.00	$15,704.96	$64,782.96	$64,782.96
Christie Hoskins		Workforce Development Specialist/Coord	40	100.00%	40	$55,000.00	$17,600.00	$72,600.00	$72,600.00
TOTAL					**240**	**$326,932.00**			**$431,550.24**

Set Program Costs

Expense Category		Budget
professional development	$2,500 x 7 core staff	$17,500.00
school-based EE		$30,000.00
PD		$60,000.00
OST		$40,000.00
school/district support		$3,000.00
WFD*		$5,000.00
transportation		$8,000.00
other (scope modifications)		$0.00
TOTAL		$163,500.00

* planned increases in years 2 & 3, budget/Council permitting

	# of Miles	Rate/Mile	Total Cost
staff travel	10,000	0.43	$4,300.00

	Base Costs**	fee %	Total Cost
management/	$431,550.24	12.00%	$51,786.03

** Base costs can be personnel base or personnel total or personnel (either) + set costs. The expectation is that admin percentage would be lower if it's based on full contract costs. Please note that the contract may be partially funded, and admin fees will be paid out proportionate to actual costs invoiced. Please enter the formula in E39 accordingly. G20 = base personnel costs, J20 = salary plus benefits, C33 = set program costs, H24 = staff travel

Contract Cost Summary	
Personnel	**$431,550.24**
Set Costs	$163,500.00
Travel	**$4,300.00**
Mgmt/Admin Fee	**$51,786.03**
TOTAL	**$651,136.27**

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
   (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

6/8/24

Date

AFFIDAVIT

Comes the Affiant, Kentucky Association for Environmental Education and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Ashley Hoffman and he/she is the individual submitting the proposal or is the authorized representative of Kentucky Association for Environmental Education, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Ashley Hoffman, Executive Director

STATE OF Kentucky

COUNTY OF Hardin

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ashley Hoffman on this the 6 day of June, 2024.

My Commission expires: 04/07/2025

KYLE M. REYNOLDS NOTARY PUBLIC STATE AT LARGE, KY. ID KYNP25267 MY COMMISSION EXPIRES 4/7/2025

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.

Ashley Hoffman
Signature

Kentucky Association for Environmental Education
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Kentucky Association for Environmental Education

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	1		1													0	1
Professionals	9*		8														8
Superintendents																	
Supervisors	2	1	1	1												1	1
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:	12		10	1												1	10

Prepared by: Ashley Hoffman, Executive Director Date: 6/8/24

(Name and Title)

Revised 2015-Dec-15

* Kaee employs an individual who identifies as nonbinary and therefore does not fit onto this form. As a city with a Fairness Ordinance that promotes inclusion of the LGBTQ+ community, we hope this form can be restructured in the future

Firm Submitting Proposal: Kentucky Association for Environmental Education

Complete Address: PO Box 2739 Elizabethtown, KY 42702
Street City Zip

Contact Name: Ashley Hoffman Title: Executive Director

Telephone Number: (270) 214-0587 Fax Number: _____

Email address: director@kaee.org

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP-37-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A - this proposal does not allow for subcontracting				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Kentucky Association for Environmental Education
Company

Ashley Hoffman
Company Representative

6/8/24
Date

Executive Director
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # RFP - 37-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Kentucky Association for Environmental Education	Ashley Hoffman
Address/Phone/Email	**Bid Package / Bid Date**
PO Box 2739 (270)214-0587 Elizabethtown, KY 42702 director@kaee.org	RFP-37-2024 June 8, 2024

MWDBE Company Addres	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars $$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
N/a - this proposal does not allow for subcontracting								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Kentucky Association for Environmental Education
Company

Ashley Hoffman
Company Representative

6/8/24
Date

Executive Director
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

N/A Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

N/A Included documentation of advertising in the above publications with the bidders good faith efforts package

N/A Attended LFUCG Procurement Economic Inclusion Outreach event

N/A Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

N/A Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

N/A Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

N/A Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

N/A Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

N/A Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

N/A Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

N/A Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

N/A Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

N/A Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

N/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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

N/A Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

N/A Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

✓ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Kentucky Association for Environmental Education
Company

Ashley Hoffman
Company Representative

6/8/24
Date

Executive Director
Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

6/8/24
Date

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST RENEWAL AGREEMENT WITH THE KENTUCKY ASSOCIATION FOR ENVIRONMENTAL EDUCATION (KAEE), FOR CONTINUED ENVIRONMENTAL EDUCATION SERVICES, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, AT A COST NOT TO EXCEED $648,636.27, FOR THE PERIOD BEGINNING JULY 1, 2025 THROUGH JUNE 30, 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 and directed to execute the First Renewal Agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Association for Environmental Education (KAEE), for continued environmental education services, for the Department of Environmental Quality and Public Works, for the period beginning July 1, 2025 through June 30, 2026.

Section 2 – That an amount, not to exceed the sum of $648,636.27, be and hereby is approved for payment to the Kentucky Association for Environmental Education from the following accounts in the following amounts: #1101 – 313201 – 71299 ($134,740.00), #1115 – 313201 – 71299 ($181,896.27), #4002 – 313201 – 71299 ($94,000.00), #4051 – 313201 – 71299 ($158,000.00), and #3160 – 160705 – 71299 ($80,000.00), pursuant to the terms of the First Renewal 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
731-25:MSC:4913-9261-2188, v. 1

RESOLUTION NO. 397 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST RENEWAL AGREEMENT WITH THE KENTUCKY ASSOCIATION FOR ENVIRONMENTAL EDUCATION (KAEE), FOR CONTINUED ENVIRONMENTAL EDUCATION SERVICES, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, AT A COST NOT TO EXCEED $648,636.27, FOR THE PERIOD BEGINNING JULY 1, 2025 THROUGH JUNE 30, 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 and directed to execute the First Renewal Agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Association for Environmental Education (KAEE), for continued environmental education services, for the Department of Environmental Quality and Public Works, for the period beginning July 1, 2025 through June 30, 2026.

Section 2 – That an amount, not to exceed the sum of $648,636.27, be and hereby is approved for payment to the Kentucky Association for Environmental Education from the following accounts in the following amounts: #1101 – 313201 – 71299 ($134,740.00), #1115 – 313201 – 71299 ($181,896.27), #4002 – 313201 – 71299 ($94,000.00), #4051 – 313201 – 71299 ($158,000.00), and #3160 – 160705 – 71299 ($80,000.00), pursuant to the terms of the First Renewal Agreement.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

731-25:MSC:4913-9261-2188, v. 1