Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, August 18, 2026

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0708-26** Table of Motions: Council Work Session, August 11, 2026

Attachments: TOM 081126

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 **0705-26** Council Capital Projects, August 18, 2026

Attachments: Capital List 8.18.26

b **0709-26** Summary: Environmental Quality and Public Works Committee, June 16, 2026

Attachments: June 16, 2026 Environmental Quality and Public Works Committee_summary

ORD Adopting Complete Streets Design Manual

c **0651-26** [An Ordinance amending Article 31 of the Zoning Ordinance to address large-scale Solar Energy Systems (SES) in the agricultural zones, establish provisions relating to brownfield development, and create additional criteria for the review of Solar Energy Systems projects. Approval of the Staff Alternative Text 9-0

Attachments: 5 - Planning Commission Proposed Text

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0636-26** Authorization to approve a sole source service contract with In-Situ (ChemScan Manufacturer) to service the process analyzer at West Hickman WWTP for a period of three years, at a cost not to exceed $54,870.00. Funds are budgeted. (L0636-26) (Sanders/Martin)

Attachments: ChemScan Blue Sheet
LFUCG West Hickman Service Quote SVQ000257
ChemScan_terms_and_conditions
In-Situ_Sole Source
Maintenance Visit Details

b **0665-26** Authorization to enter into a Professional Services Agreement with Kenya Ballard for Survivor Liaison services, for those seeking gun violence survivor supports from ONE Lexington and from referral sources; and to liaise with appropriate ONE Lexington staff in determining the status of application process and payments. The term of the agreement is July 7, 2026 through June 30, 2027. This agreement is not to exceed $20,000. Funds are budgeted. (L0665-26)(Carama/Scott)

Attachments: SL Bluesheet memo FY27 (1)
FY2027 Survivor Liasion PSA 4916-8633-8749 v.1 (004) (1)

c **0668-26** Authorization to re-establish Magnet Forensics, LLC as a sole source vendor and approval of purchase of Magnet AXIOM, a digital investigative platform that is the industry standard for recovering digital evidence from smartphones, computers, external storage devices and the Cloud among law enforcement agencies, and authorization to execute any necessary documents with Magnet Forensics LLC related to the procurement at a cost of $26,320. Funds are budgeted. (L0668-26)(Weathers/Armstrong)

Attachments: Cover Memo - Magnet Forensics, LLC.pdf
Magnet Forensics LLC - Quotation.pdf
SOLE SOURCE CERTIFICATION - Magnet Forensics - Axiom and Witness 2

d **0671-26** Authorization to execute and submit an application to the Kentucky Department of Education (KDE) for Preschool Education Services for the Family Care Center which will allow the Family Care Center to provide Preschool Education Services for the 2026-2027 school year. No budgetary impact. (L0671-26)(Horton-Holt/Allen-Bryant)

Attachments: [0671-26 Bluesheet Memo KDE Preschool Application]
[KY Department of Education Preschool Contractor Application 2026-2027]

e **0673-26** Authorization for the sole source contractor quote acceptance from Tekton Construction, LLC for materials and labor to repair the buildings at Cardinal Run North from arson damage in February of 2026 in the amount of $105,011.00. To avoid material and workmanship warranties invalidation, this request is to use Tekton Construction, LLC for the repairs, since they currently hold the material and workmanship warranties for the buildings at Cardinal Run Park North. Funds are budgeted. (L0673-26)(Conrad/Ford)

Attachments: Tekton Sole Source Blue Sheet Memo Corrected - Signed
Cardinal Run Vandalism Report 26054
SOLE SOURCE CERTIFICATION_
Tekton Quote

f **0683-26** Authorization to submit the FY 2026 Continuum of Care application, as the Collaborative Applicant, to the U.S. Department of Housing and Urban Development requesting funding in an amount up to $3,866,080.00 for the operation of programs by community nonprofit organizations to reduce homelessness in Fayette County and to accept award of federal funds, if offered, in the amount of $153,932.00 for project planning expenses. A match of $38,483 will be requested for FY 2028. (L0683-26)(Herron/Lanter)

Attachments: 26-Bluesheet Memo - HUD FY26 CoC Application

g **0686-26** Authorization to approve the Fayette County Sheriff's Settlement - 2025 Property Taxes, for taxes collected as of April 15, 2026 and grant the Sheriff a Quietus. No budgetary impact. (L0686-26)(Hensley)

Attachments: Memo Sheriff 2025 Prop Tax Settlement & Quietus.doc
Fayette County Sheriff April 15, 2026 Compilation Report

h **0687-26** Authorization to proceed with the annual Urban Service Changes Process for 2026 in accordance with the proposed schedule. The public hearing will be held on Wednesday, November 10, 2026 at 3:00p.m. during Council Work Session. No budgetary impact. (L0687-26)(Dickerson/Martin)

Attachments: BlueSheetMemoScheduleUSC2026
USC Schedule 2026

i **0690-26** Authorization to execute a Memorandum of Agreement with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health

Court, at a cost not to exceed $270,000.00, using funds allocated from the FY2027 General Fund to support the Organization's efforts to provide assistance to individuals in the Mental Health Court for the period of July 1, 2026 to June 30, 2027. Funds are budgeted. (L0690-26)(Lanter)

Attachments: Bluesheet Memo NAMI FY27
(Clean Copy) FMHC NAMI General Funds FY27 .1 . 4904-9420-1531

j **0698-26** Authorization to execute a University of Kentucky Clinical Education Agreement with an Addendum with the College of Nursing and Global Lex to allow for the cooperation in the implementation of education experience opportunities for university students in various fields of healthcare related studies and the basis on which Global Lex will supervise students within Global Lex. No budgetary impact. The agreement begins August 1st, 2026 and will be continuous. (L0698-26)(Touchan/Allen-Bryant)

Attachments: 0698-26 Bluesheet Memo UK Clinical Edu Agreement - Nursing & Global Lex
UK Clinical Edu Agreement - Nursing Addendum & Global Lex

k **0699-26** Authorization to approve the Sale and Issuance of the Lexington-Fayette Urban County Government Various Purpose General Obligation, Series 2026B in an aggregate principal amount not to exceed $9,740,000 (which may be increased by 10%). The anticipated debt service cost for FY 2027 is approximately $1,423,775. Funds are budgeted. (L0699-26)(Hensley)

Attachments: Memo FY 27 GO 2026B ordinance authorizing issuance and sale of bonds.pc
Ordinance (New Money - LFUCG - 2026B - GO (2026)(70413563.1).docx

l **0700-26** Authorization to approve the advertisement for bids and the distribution of a Preliminary Official Statement for the purchase of the principal amount of its various purpose General Obligation Bonds, Series 2026B, in an aggregate principal amount of $9,740,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount). Funds are budgeted. (L0700-26)(Hensley)

Attachments: Memo FY 27 GO 2026B resolution authorizing advertisement for bids..pdf
Resolution re Ad for Bids (New Money) - LFUCG - 2026B - GO - (2026)(7041

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0708-26

File ID:	0708-26	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/14/2026
File Name:	Table of Motions: Council Work Session, August 11, 2026			**Final Action:**	

Title: Table of Motions: Council Work Session, August 11, 2026

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	TOM 081126	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0708-26

Title

Table of Motions: Council Work Session, August 11, 2026

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
August 11, 2026

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the August 13, 2026 Council Meeting Docket, as amended. Seconded by Curtis. Motion passed without dissent.

Motion by Sevigny to place on the docket for the August 13, 2026 Council Meeting, without a public hearing, Item #0650-26, an ordinance changing the zone from a Professional Office (P 1) Zone to a Neighborhood Business (B 1) Zone for the property located at 500 Southland Drive. Seconded by Wu. Motion passed without dissent.

III. Approval of Summary

Motion by Reynolds to approve the July 1, 2026, Table of Motions. Seconded by Curtis. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Communications from the Mayor- Appointments

Motion by Wu to approve Communications from the Mayor- Appointments, as amended. Seconded by Curtis. Motion passed without dissent.

Motion by Lynch to remove the Greenspace Trust appointment. Seconded by Morton. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

Motion by Curtis to approve Communications from the Mayor- Donations. Seconded by Wu. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

Motion by Curtis to approve Communications from the Mayor- Procurements. Seconded by Sevigny. Motion passed without dissent.

X. Continuing Business/Presentations

Motion by Reynolds to approve Council Capital Projects. Seconded by Curtis. Motion passed without dissent.

Councilmember Reynolds provided a summary of the Social Services and Public Safety (SSPS) Committee.

Motion by Reynolds to place on the docket for the August 13, 2026 Council Meeting, an ordinance amending Section 18-119 of the Lexington-Fayette Urban County Code of Ordinances to prohibit stopping, standing or parking in designated bike lanes except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic-control device, within a bicycle lane, as amended. Seconded by Curtis. Motion passed without dissent.

Motion by Sevigny to amend Section 18-119(a), contained in Section 1 of the Ordinance beginning on page 88 of the packet, to include peace officers, safety officers, or employees of the Division of Fire and Emergency Services, acting in their official capacities, to those who may provide direction to persons requiring stopping, standing, or parking a vehicle in ways that would not conflict with the provisions of Section 18-119. Seconded by Curtis. Motion passed without dissent.

Motion by Sevigny to amend Section 18-119(a)(15)(b)(1)(c) contained in Section 1 of Ordinance beginning on page 88 of the packet, to exempt a driver of a vehicle otherwise in compliance with sections 18-132 through 18-138 of the Code, to provide better explanation to the public regarding which sections apply instead of merely referring to a division of an article within a chapter. Seconded by Eblen. Motion passed without dissent.

Motion by Sevigny to amend Section 18-119(a)(15)(b)(1) contained in Section 1 of the Ordinance beginning on page 88 of the packet to end the paragraph with the following: "Notwithstanding any other provision of this Code, the limitations and requirements set forth in this subsection shall control in the event of any conflict." Seconded by Wu. Motion passed without dissent.

Motion by Sevigny to amend Section 18-119(a)(15)(b)(5) contained in Section 1 of Ordinance beginning on page 88 of the packet to remove the phrase "otherwise in compliance with Section 18-10" to ensure public safety can park in bike lanes to prevent emergencies instead of only in response to them. Seconded by Eblen. Motion passed without dissent.

Director Lueker of the Division of Budgeting provided a presentation on the FY2027 Ad Valorem.

Motion by Brown to set the General Services Fund ad valorem real property tax rate at Option 2. Seconded by Baxter. Motion passed without dissent.

Motion by Brown to set the General Services Fund ad valorem personal property tax rate including public service companies, noncommercial aircraft and noncommercial watercraft at Option 2. Seconded by Wu. Motion passed without dissent.

Motion by Brown to set the General Services Fund ad valorem tax rates for motor vehicles, tobacco in storage, agricultural products in storage, insurance companies' capital, and abandoned urban property at the same rates as the prior fiscal year (the current rates)(.088, .015, .045, .15, and 1.00). Seconded by Hale. Motion passed without dissent.

Motion by Brown to set the Urban Services Fund – Refuse Collection ad valorem real property tax rate at Option 2. Seconded by Baxter. Motion passed without dissent.

Motion by Brown to set the Urban Services Fund – Street Lights ad valorem real property tax rate at Option 2. Seconded by Sevigny. Motion passed without dissent.

Motion by Brown to set the Urban Services Fund – Street Cleaning ad valorem real property tax rate at Option 2. Seconded by Sevigny. Motion passed without dissent.

Motion by Brown to set the Urban Services Fund – Public Service Companies ad valorem tax rate at Option 2 (the combined amount of the 3 urban service rates) and Insurance Co. Capital at .092, the same rate as the prior fiscal year. Seconded by Baxer. Motion passed without dissent.

Motion by Brown to place on the docket for the Thursday, August 13, 2026 Council Meeting an ordinance pertaining to all of the tax rates for general services and urban services as provided in the respective amounts from the above motions and levying them at these rates on each $100 of assessed valuation. Seconded by Wu. Motion passed without dissent.

Motion by Brown to set the public health ad valorem real property tax rate at 0.0243 and the public health ad valorem personal property tax rate at 0.0243 and to place an ordinance on the docket for the Thursday, August 13, 2026 Council Meeting levying the taxes at these rates on each $100 of assessed valuation. Seconded by Reynolds. Motion passed without dissent.

Motion by Brown to set the soil and water conservation district ad valorem real property tax rate at 0.001, and to place an ordinance on the docket for the Thursday, August 13, 2026 Council Meeting levying the tax at this rate on each $100 of assessed valuation. Seconded by Wu. Motion passed without dissent.

Motion by Brown to schedule a public hearing on all of the ad valorem tax rates for the August 27, 2026 Council Meeting at 6 p.m. Seconded by Baxter. Motion passed without dissent.

Council Reports

Motion by Beasley to refer the issue of mental health support, resources, and well-being for our first responders to the Social Services and Public Safety (SSPS) Committee for review and recommendations. Seconded by Curtis. Motion passed without dissent.

Reynolds, SSPS Chair, placed the Signalized Crosswalk Study in the SSPS Committee.

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

Motion by Wu to adjourn the meeting at 4:27 p.m. Seconded by Curtis. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0705-26

File ID:	0705-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/12/2026
File Name:	Capital List 8/18/26			**Final Action:**	

Title: Council Capital Projects, August 18, 2026

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Capital List 8.18.26	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0705-26

Title

Council Capital Projects, August 18, 2026

..Summary

Organization:

LFUCG - Parks and Recreation

Michelle Kosieniak

1105-121001-0001-71102

Purpose:

For a tree plaque to be located at the Charles Young Center to honor Carl White, a former board member

Amount:

$ 500.00

Council Capital Projects
August 18, 2026
Work Session

Amount	Recipient	Purpose
$ 500.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-121001-0001-71102	For a tree plaque to be located at the Charles Young Center to honor Carl White, a former board member

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0709-26

File ID:	0709-26	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/14/2026
File Name:	Summary: Environmental Quality and Public Works Committee, June 16, 2026			**Final Action:**	

Title: Summary: Environmental Quality and Public Works Committee, June 16, 2026

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	June 16, 2026 Environmental Quality and Public Works Committee_summary, ORD Adopting Complete Streets Design Manual	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0709-26

Title

Summary: Environmental Quality and Public Works Committee, June 16, 2026

Environmental Quality & Public Works (EQPW) Committee

June 16, 2026

Summary and Motions

Chair Dave Sevigny called the meeting to order at 1:02 p.m. Committee Members James Brown, Tyler Morton, Tom Eblen, Emma Curtis, Liz Sheehan, Lisa Higgins-Hord, Joseph Hale, Amy Beasley, and Hil Boone were in attendance as voting members. Council Member Jennifer Reynolds was present as a non-voting member.

I. APPROVAL OF MAY 12, 2026 COMMITTEE SUMMARY

<u>Motion by Higgins-Hord to approve the May 12, 2026 Environmental Quality & Public Works Committee Summary. Seconded by Curtis. Motion passed unanimously</u>.

II. COMPLETE STREETS DESIGN MANUAL

The Environmental Quality & Public Works Committee received an update on Lexington's proposed Complete Streets Design Manual, which is intended to implement the Council-adopted Complete Streets Policy (2022), Complete Streets Action Plan (2023), and Vision Zero Policy (2025). The manual establishes modern street design standards focused on improving safety, accessibility, and mobility for all users, regardless of age, ability, income, or mode of transportation.

The manual replaces outdated roadway design practices that were primarily vehicle-focused with standards that better accommodate pedestrians, bicyclists, transit users, and motorists. Key changes include context-sensitive street design based on surrounding land uses, protected bicycle facilities, safer intersection designs, wider sidewalks, required medians on major roadways, expanded street tree requirements, and planting standards that support long-term tree health. The goal is to reduce vehicle speeds, improve safety, and minimize serious crashes and fatalities.

The manual will serve as an official LFUCG engineering manual and will apply to new development, infill projects, and future roadway improvement projects. Development of the manual included extensive stakeholder engagement involving LFUCG divisions, engineers, developers, utility companies, advocacy groups, educational institutions, and the general public.

Staff outlined the anticipated adoption timeline, including a report back to Council in August 2026, Council adoption of the manual later this summer, initiation of related Subdivision Regulation Amendments by the Planning Commission in early fall, and final Council approval of those amendments later in the year.

<u>Motion by Morton to approve the adoption of the Complete Streets Design Manual, which establishes standards and requirements governing the design and construction of streets within Lexington-Fayette County, as an engineering manual of the Lexington-Fayette Urban County Government. Seconded by Curtis. Motion passed without dissent.</u>

III. EMPOWER LEXINGTON UPDATE

The Environmental Quality & Public Works Committee received an update on Empower Lexington, the community's sustainability strategy focused on advancing environmental stewardship, economic resilience, and quality of life. The initiative is guided by Lexington's greenhouse gas inventories, the *Empower Lexington: A Plan for a Resilient Community*, and the Race to Net Zero Emissions Reduction Plan, which was formally adopted by Council in 2024.

A major focus of the presentation was the success of the Solarize Lexington Program, which has provided nearly $2 million in grant funding and supported 128 residential solar installations, including 84 installations for low- to moderate-income households. The 2026 program has expanded beyond Fayette County to include the six-county metropolitan area and will continue serving homeowners who were previously waitlisted for assistance.

Staff also highlighted the Green Check Certification Program, which has helped more than 80 businesses, nonprofits, and places of worship adopt sustainable practices since 2016. Additional community engagement efforts include Common Threads LEX, a partnership with the University of Kentucky and Fayette County Public Schools designed to foster community dialogue around sustainability and environmental issues.

The presentation reviewed several ongoing sustainability initiatives, including the Beat the Heat program, which distributes cooling kits to vulnerable residents during extreme heat events, and the Pickleball Recycling Program, which has diverted more than 69 pounds of plastic from landfills through partnerships with local organizations. Staff also discussed regional work under the EPA-funded Climate Pollution Reduction Planning Grant, which supports emissions-reduction planning across the six-county Lexington metropolitan area.

Internally, LFUCG continues to advance sustainability through employee engagement programs, waste-reduction efforts, water conservation education, and initiatives aimed at reducing plastic pollution. The Sustainability Section also maintains partnerships with numerous local governments, educational institutions, utilities, nonprofit organizations, and community groups to advance implementation of Lexington's sustainability goals.

IV. DIVISION OF WATER QUALITY STORMWATER PROJECTS UPDATE

The Division of Water Quality provided an update on Lexington's Stormwater Drainage and Flooding Program, highlighting progress on priority flooding mitigation projects, capital improvements, and ongoing infrastructure maintenance efforts. The program focuses on addressing recurring flooding issues through a prioritized project list based on documented structure flooding and significant roadway flooding events.

Staff reported completion of the Joyland Area Stormwater Project (District 6), which addressed undersized infrastructure and inadequate stormwater detention through construction of detention basins and additional storm sewer improvements. The project was completed in two phases totaling approximately $2.6 million and received nearly $1 million in FEMA Hazard Mitigation Grant funding. The Cooper Drive Stormwater Project (District 5) was also completed, replacing undersized storm sewer infrastructure along Cooper Drive, Romany Road, Duke Road, and Indian Mound Road at a cost of approximately $2.1 million.

Several major projects remain underway. The Mentelle Park Stormwater Project (District 3) is advancing through both construction and design phases to replace aging and undersized infrastructure, with the northern phase anticipated for completion in summer 2027. The Idle Hour Drive Stormwater Project (District 5) is currently in preliminary design and evaluating alternatives to address localized flooding and inadequate drainage infrastructure.

In addition to large capital projects, the Division continues to implement a robust Capital Maintenance Program focused on nuisance flooding reduction, infrastructure rehabilitation, storm sewer repairs, and system cleaning. Multiple maintenance projects have been completed across the county, while additional projects are in construction, design, or engineering review phases. Staff also highlighted ongoing efforts to address blocked inlets, damaged storm pipes, debris accumulation, and other maintenance issues that can contribute to localized flooding.

V. ITEMS REFERRED TO COMMITTEE

There was no discussion on this item.

The meeting adjourned at 2:16 pm.

ORDINANCE NO. _____ - 2026

AN ORDINANCE AMENDING SECTION 16-1(C)(19), SECTION 16-1(F)(70), AND SECTION 17-1(1) OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, ADOPTING AND INCORPORATING THE COMPLETE STREETS DESIGN MANUAL AS AN ENGINEERING MANUAL FOR INFRASTRUCTURE DEVELOPMENT IN LEXINGTON-FAYETTE COUNTY.

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

Section 1 – That Section 16-1(c)(19) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

(19) *Engineering manuals.* That set of documents used to provide the standards for the design, review, construction and inspection of infrastructure in Lexington-Fayette County. These are also known as the engineering manuals or as the manuals. The engineering manuals consist of the procedures manual for infrastructure development (also known as the procedures manual), the construction inspection manual (also known as the inspection manual), the geotechnical manual, the structures manual, the stormwater manual, the sanitary sewer and pumping station manual (also known as the sewer manual), a maintenance manual for post-construction stormwater controls that outlines minimum maintenance requirements, and the Complete Streets Design Manual. These manuals, including the definitions therein, are hereby adopted and incorporated into this Code by reference. From time to time, the urban county government may revise, modify, or amend the manuals in conformance with the procedures established in the procedures manual.

Section 2 – That Section 16-1(f)(70) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

(70) *Engineering manuals.* That set of documents used to provide the standards for the design, review, construction, repair, and inspection of infrastructure in Lexington-Fayette County. These are also known as the engineering manuals or as the manuals. The engineering manuals consist of the procedures manual for infrastructure development (also known as the procedures manual), the construction inspection manual (also known as the inspection manual), the geotechnical manual, the structures manual, the stormwater manual, the sanitary sewer and pumping station manual (also known as the sewer manual), a maintenance manual for post-construction stormwater controls that outlines minimum maintenance requirements, and the Complete Streets Design Manual. These manuals, including the definitions therein, are hereby adopted and incorporated into this Code by reference. From time to time, the urban county government may revise, modify, or amend the manuals in conformance with the procedures established in the procedures manual.

Section 3 – That Section 17-1(1) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

(1) *Engineering manuals.* That set of documents used to provide the standards for the design, review, construction, repair, and inspection of infrastructure in Lexington-Fayette County. These are also known as the engineering manuals or as the manuals. The engineering manuals consist of the procedures manual for infrastructure development (also known as the procedures manual), the construction inspection manual (also known as the inspection manual), the geotechnical manual, the structures manual, the stormwater manual, the

sanitary sewer and pumping station manual (also known as the sewer manual), a maintenance manual for post-construction stormwater controls that outlines minimum maintenance requirements, and the Complete Streets Design Manual. These manuals, including the definitions therein, are hereby adopted and incorporated into this Code by reference. From time to time, the urban county government may revise, modify, or amend the manuals in conformance with the procedures established in the procedures manual.

Section 4 – That this Ordinance shall become effective upon the date of its passage.

PASSED URBAN COUNTY COUNCIL:

____
MAYOR

ATTEST:

____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
XXX-26:MSC:4902-2975-4037, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0651-26

File ID:	0651-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Planning
				File Created:	07/31/2026
File Name:	[PLN-ZOTA-26-00004: AMENDMENT TO SOLAR ENERGY SYSTEM REGULATIONS]			**Final Action:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	5 - Planning Commission Proposed Text	**Enactment Number:**	
Deed #:		**Hearing Date:**	08/13/2026
Drafter:	Ben Wolford	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0651-26

Summary

[An Ordinance amending Article 31 of the Zoning Ordinance to address large-scale Solar Energy Systems (SES) in the agricultural zones, establish provisions relating to brownfield development, and create additional criteria for the review of Solar Energy Systems projects. Approval of the Staff Alternative Text 9-0 [Div. of Planning, Duncan]]

ARTICLE 31: SOLAR ENERGY SYSTEMS

Sec. 31-1. Intent

The intent of this Article is to facilitate the siting, development, construction, installation, and decommissioning of solar energy systems in a predictable manner that promotes and protects the safety, health, and welfare of the community. This Article encourages the appropriate siting of solar energy systems to bolster local economic development and job creation, diversify the state's energy portfolio, strengthen energy and grid security, and reduce other environmental impacts. The appropriate siting of solar energy systems considers, avoids to the extent possible, and mitigates any adverse impacts to wildlife, productive and nationally important agricultural lands, forests, endangered species habitat, and historic, natural, and other sensitive lands. The appropriate siting of solar energy systems also establishes standards and requirements to assure that the use and enjoyment of lands located adjacent to and in the proximity of solar energy systems are fully protected.

Sec. 31-2. Definitions

a) *Solar Energy System (SES)* means a device, including its components and subsystems that collects solar energy for electricity generation, consumption, or transmission, or for thermal applications. SESs are categorized as three types depending on how the system is incorporated into the existing land use:

1) *Integrated Solar Energy System* means an SES where the solar materials are incorporated into the building materials, such that the building and solar system are reasonably indistinguishable, or where the solar materials are used in place of traditional building components, such that the SES is structurally an integral part of the house, building, or other structure. An Integrated SES may be incorporated into, among other things, a building façade, skylight, shingles, canopy, light, or parking meter.

2) *Rooftop Solar Energy System* means an SES that is structurally mounted to the roof of a house, building, or other structure and does not qualify as an Integrated SES.

3) *Ground Mounted Solar Energy System* means an SES that is structurally mounted to the ground and does not qualify as an integrated SES. Ground Mounted SESs are subcategorized as follows:

(a) *Small Scale Ground Mounted Energy System (Small Scale SES)* which is a Ground Mounted SES with a footprint of less than two thousand five hundred (2,500) square feet.

(b) *Intermediate Scale Ground Mounted Energy System (Intermediate Scale SES)* which is a Ground Mounted SES with a footprint of between two thousand five hundred one (2,501) square feet and five (5) acres.

(c) *Large Scale Ground Mounted Solar Energy System (Large Scale SES)* means a Ground Mounted SES with a footprint of more than five (5) acres.

b) *Exempt Solar Energy System (Exempt SES)* means a SES that is a facility of a municipally owned electric system or public utility regulated by the Kentucky Public Service Commission or Federal Energy Regulatory Commission, which is exempt from planning and zoning requirements under KRS 100 and otherwise in conformance with then-existing law or regulation.

c) *Footprint* of the SES is calculated by drawing a perimeter around the outermost SES panels and any equipment necessary for the equipment to function, such as transformers, ~~and~~ inverters, and co-located battery storage. The footprint does not include perimeter fencing or visual buffers, nor transmission lines or portions thereof that are required to connect the SES to a utility or customer outside the SES perimeter.

d) *Siting Board Regulated SES* means a SES that constitutes a "merchant electric siting facility" under KRS 278, the construction and siting of which is subject to review and approval of the Kentucky State Board on Electric Generation and Transmission Siting. A merchant electric siting facility is an electricity generating facility or facilities that, together with all associated structures and facilities are capable of operating at an aggregate capacity of ten megawatts (10 MW) or more and sell the electricity produced in the wholesale market, at rates and charges not regulated by the Kentucky Public Service Commission.

e) *Farmland of Statewide Importance* means a map unit identified by the Natural Resources Conservation Service as including soils that nearly meet the requirements for prime farmland and that economically produce high yields of crops when treated and managed according to acceptable farming methods.

f) *Prime Farmland* means a map unit identified by the Natural Resources Conservation Service of the United States Department of Agriculture as having the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is available to these uses.

g) *Brownfield Property* is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence of a potentially hazardous material, substance, or contaminant including but not limited to potentially contaminated lands, landfills, and mine sites.

Sec. 31-3. Applicability

a) This Article applies to the siting, construction, installation, and decommissioning of any new SES within the jurisdiction of the Lexington-Fayette Urban County Government after the effective date.

b) An SES in operation, or which has begun physical construction prior to adoption of this Article, shall be considered to have legal nonconforming status in accordance with KRS 100 and Article Four.

c) Any Exempt SES shall provide the Lexington-Fayette Urban County Planning Commission ("Planning Commission", Lexington-Fayette Urban County Board of Adjustment ("Board of Adjustment"), or other Lexington-Fayette Urban County authority having jurisdiction, with information concerning service facilities which have been located on and relocated on private property in accordance with KRS 100.

Sec. 31-4. Permitted Uses, Accessory Uses, and Conditional Uses

P: Principal Use. The SES is a use that is permitted as a principal use in a specified zone, subject to the requirements contained herein.

CUP: Conditional Use Permit required. The SES is permitted as a conditional use in a specified zone subject to the review of the Board of Adjustment and the requirements contained herein.

A: Accessory Use. Within the urban zones, Ground Mounted SES may only qualify as accessory if the total area of the system is less than fifty (50) percent of the floor area of the principal structures on the lot. Within the agricultural zones, accessory Ground Mounted SES shall only be allowed if the total area of the system is less than fifty (50%) percent of the area of the property.

X: Prohibited

With the exception of sites utilizing the Brownfield exemption outlined in Section 31-8, the following table outlines the allowance of Solar Energy System uses by zone.

ZONES	**R-1A, R-1B, R-1C, R-1D, R-1E, R-1T, R-2, R-3, R-4, R-5, EAR-1, EAR-2, EAR-3, M-1P**	**B-1, B-2, B-2A, B-2B, B-3, B-5P, B-6P, P-1, P-2, CC**	**B-4, I-1, I-2, ED**	**A-R, A-B, A-N A-U**
Integrated SES	A	A	A	A
Rooftop	A	A	A	A
GROUND MOUNTED SES				
Small Scale	~~CUP~~ A	A	P	A
Intermediate Scale	X	A	P	~~CUP~~ X
Large Scale	X	X	CUP	X

Sec. 31-5. General Requirements Applicable to Integrated and Rooftop Solar Energy Systems

a) *Height Restrictions.* A rooftop SES shall be subject to the following regulations:

1) No solar energy system shall be mounted or affixed to any freestanding wall or fence.
2) A rooftop solar energy system shall not extend beyond the edge of a roof.
3) Solar panels installed on a building with a sloped roof shall not project vertically more than four feet above the roof surface, ridge line, or highest point of the roof.
4) Solar panels installed on a building with a flat roof shall not extend more than ten (10) feet above the highest point of the roofline.

b) *Lighting.* Integrated and Rooftop SESs shall not be illuminated.

Sec. 31-6. General Requirements Applicable to Ground Mounted SESs

a) *Lot Coverage*. Solar Energy Systems shall not be included within calculations of minimum lot coverage, or floor area ratio. Solar energy systems utilizing vegetative ground cover shall not be included in calculations of maximum lot coverage.

b) *Height Requirements* for Ground Mounted SES. A Ground Mounted SES shall not exceed twenty (20) feet in height as measured from the highest natural grade below each solar panel. The height restriction excludes utility poles, storage batteries, substation structures, and antennas constructed for the project.

c) *Siting Restrictions for Ground Mounted SES*.

1) An Intermediate or Large Scale Ground Mounted SES~~, measured from the closer of the outer edge of the nearest panel or perimeter fencing,~~ shall be located at least fifty (50) feet from the property line of any property located within an agricultural or residential zone, at least thirty (30) feet from the property line of any property zoned for commercial, business, industrial, office, or mixed use, and at least fifty (50) feet from the centerline of any public road. <u>The distance shall be measured from the property to the nearest panel and fencing may be installed within the setback.</u>

2) An Intermediate or Large Scale Ground Mounted SES~~, measured from the closer of the outer edge of the nearest panel or perimeter fencing,~~ shall be located no closer than one hundred (100) feet from a residence located on a property other than that on which the Ground Mounted SES is to be installed. <u>The distance shall be measured from the property to the nearest panel and fencing may be installed within the setback.</u>

3) These setback provisions above can be waived in writing by the adjacent property owner to whom the property line or residence setback is applicable.

d) *Screening*. Ground Mounted SESs approved as a conditional <u>use or those utilizing the brownfield exemption in Section 31-8 below</u> shall be screened as per Article 18-3(a)(1)(6). <u>For SES approved as a conditional use,</u> the Board of Adjustment may modify the required screening as needed in order to ensure a reasonable visual buffer is provided.

e) *Signage*. A Ground Mounted SES may include such signage as is required by law.

f) *Ground Cover ~~within the Agricultural Zones~~:* Ground Mounted Solar Energy Systems ~~within the Agricultural Zones~~ shall utilize vegetative ground cover underneath the panels, and the project area must contain a minimum of eighty-five percent (85%) vegetative coverage.

g) <u>*Maximum Land Utilization.*</u> No more than one percent (1%) of the land in Fayette County can be used for Large Scale Ground Mounted Solar Energy Systems, in the Agricultural zones.

~~h) For any *Large Scale SES located in an A-R or A-U zone*,~~

~~There shall be a vegetative cover requirement, and applicant shall provide to the Directors of the Division of Planning, Building Inspection, and Environmental Services, and the authorized Lexington-Fayette Urban County Government, a Land Management Plan which shall be reviewed and updated, if appropriate, every five (5) years at the same time as the review of the Decommissioning Plan.~~

~~A Land Management Plan shall include: baseline soil conditions, periodic evaluation of soil conditions, pasture and other ground cover composition, fertilization, pest control, livestock utilization, soil compaction, minimization for staging areas, the decompaction and restoration of all temporary roads and installation staging areas, fencing, and access control.~~

~~The Land Management Plan shall also include a description of the measures that will be taken to minimize erosion and sedimentation, and to promptly stabilize and revegetate any disturbed areas with native vegetation.~~

~~i)~~ h) *Community Benefits Plan.* The applicant may enter into a Community Benefits Plan with the LFUCG or one or more community-based organizations within Lexington Fayette-County.

1) The community benefits plan shall prioritize alleviating energy costs to low-income households.

2) The suggested community benefits plan amount should align with fair-market investment standards and be provided for no-less than twenty (20) years, unless the total investment is provided upfront. The suggested minimum contribution is $750/MWdc of solar array capacity.

3) *Form and Content of a Community Benefits Plan.* Should the applicant elect to execute one or more Community Benefits Plans within Lexington-Fayette County for the purpose of demonstrating the community benefits promoted by the proposal and elicit the support of community-based organizations for the proposal, such plan(s) may address, but shall not be limited to the following recognized community benefits:

(a) Workforce Development: The plan(s) may describe how the proposal promotes workforce development in the community, including the creation of jobs, collaboration with local workforce partners, and shall give priority in any workforce development initiatives to residents of Lexington-Fayette County.

(b) Developer Community Fund: Appropriate Community Fund purposes may include, but are not limited to, providing relief from high energy costs to low-income households; supporting environmental restoration and climate resiliency efforts; funding local agricultural programs; providing community education opportunities; and promoting health, welfare, well-being, and economic livelihood of local communities.

4) The community benefits plan must be in compliance with all local, state, and federal codes, statutes, and regulations.

i) *Decommissioning*. Whenever an application for an intermediate or large scale ground mounted SES is submitted for review, such application shall include a decommissioning plan that shall describe how the use will be decommissioned and dismantled following the discontinuance of the use. A SES shall be considered discontinued after ~~one year~~ six months of no energy production. Such a plan shall be reviewed and updated every five (5) years and contain the following:

1) The anticipated life of the project and defined conditions upon which decommissioning will be initiated;

2) The estimated decommissioning cost, including removal of the SES and related foundations, pads, underground collector lines, and roads, and the salvage value of any equipment in current dollars, and the calculations supporting the decommissioning estimate. The estimated salvage value of the material using current, publicly available material indices and/or firm quotes from a decommissioning or recycling company experienced in the decommissioning of SES, shall be provided. The Board of Adjustment or other authority having jurisdiction shall consider the salvage value identified in computing the amount, if any, of financial assurance required under subsection 5 below.

3) ~~The manner in which the project will be decommissioned, including provision and timetable for the removal of all structures, equipment, and foundations up to a depth of 36 inches, and for the revegetation and restoration of the property to its original condition.~~ For all Ground Mounted SES, all structures and facilities, including foundations and conduit, associated with the SES shall be removed within six (6) months of the beginning of decommissioning. All materials shall be recycled or otherwise reused to the extent reasonably practicable and the disturbed areas shall be reclaimed, revegetated, and restored consistent with the zoning classification of the property.
4) The party responsible for decommissioning;
5) A performance bond, letter of credit, or other financial assurance sufficient to cover the net costs identified in ~~subsection F.2~~ section (i)(2) and to assure that decommissioning of the site can be achieved by a third party in the event that a permittee defaults in that obligation, which financial assurance shall be provided prior to commencement of construction. The amount of the proposed bond or similar security shall be determined by an independent, licensed engineer. The proposed amount of the bond or similar security shall be the net present value of the total estimated cost of completing the decommissioning plan, less the current net salvage value of the SES's components.

Sec. 31-7. Conditional Use Permit Application Requirements

a) Applications for an SES requiring a conditional use permit shall include the following information:
    1) Name, address, telephone number, and email address (if available) of the applicant, the project owner, and the project operator.
    2) The address of the property on which the SES will be located and the property owner's name, address, telephone number, and email address if available.
    3) Documentation, such as a deed, lease, or other agreement with the landowner, demonstrating the applicant's right to use and control the property.
    4) A topographic map that depicts vegetative cover, watersheds, floodplains, and other geographic information about the property and surrounding area.
    5) A conceptual description of the project, including the maximum number of modules, mounting type (fixed-tilt or tracking), system height, system capacity, installation method, total land area covered by the system, and information about all associated structures or facilities such as transformers, substations, feeder lines, and battery storage.
    6) A conceptual site plan including property lines, zoning classification of the property and all adjacent properties, existing buildings and proposed structures, the proposed location of the solar equipment, transmission lines, any associated structures and facilities, and substations. The conceptual site plan shall also identify proposed roads, drives, and parking, fencing, or other methods to ensure public safety
    7) A screening plan demonstrating how the use is proposed to be visually buffered. The plan shall include renderings of the proposal from all adjoining rights-of-way, as well as any adjoining residential uses. Additional buffering may be required by the Board of Adjustment to ensure the development does not negatively impact adjoining uses.

8) A map from the Natural Resources Conservation Service identifying prime farmland and farmland of statewide importance~~ (if in a district zoned as agricultural)~~, documentation from the U.S. Fish and Wildlife Service regarding the presence of any identified critical habitat for rare or endangered federal or state species. The application shall also contain a Federal Emergency Management Agency map delineating floodplains, shall include evidence of any water quality or stormwater permit needed for the project,~~ 1~~ and shall contain a letter from the State Historic Preservation Office regarding known archaeological or cultural resources listed or eligible for listing on the National Register

9) Proof of adequate casualty and liability insurance covering installation and operation of the SES;

10) ~~For Conditional Use Permits for SES within an Agricultural zone, ~~T~~t~~he Board shall consider the impact of the proposal on the existing soils and topography as well as the compatibility of the proposed SESs with adjacent ~~agricultural use of the~~ land uses. Developments should work with the existing topography, with grading, compaction, and tree removal minimized to the extent possible. When grading is approved, topsoil shall be retained on-site and re-established as a part of the decommissioning plan.

11) Where the applicant for a Conditional Use Permit is also seeking a construction certification pursuant to KRS 278.700 - 278.716, the applicant may submit a copy of a complete state siting board application and site assessment report meeting the requirements of KRS 278.706 and 278.7008 in lieu of the above requirements of Section 7(a) 1-7.

12) ~~For Conditional Use Permits for large-scale SES, the Board of Adjustment shall acknowledge the impact of the proposal and the benefits it may have on the community, including any Community Benefit Plan (CBP) in place.~~

~~(i) The applicant may enter into a Community Benefits Plan with the city or one or more community-based organizations Lexington-Fayette Urban County.~~

~~(ii) The amount suggested for the CBP is $750/megawatt sold, annually, for 15 years.~~

~~(iii) The Community Benefits Plan shall prioritize alleviating energy costs to low-income households.~~

For conditional use permits for Large Scale SES, applicants may provide the Board of Adjustment with information pertaining to any Community Benefits Plans (CBP) or other binding agreements that they have entered into related to their proposal.

13) If the SES will include a battery storage system (BESS), the application shall include a hazard assessment regarding the potential risks associated with the proposed battery storage. The assessment shall include a clarification that the BESS conforms to NFPA 1: Fire Code, NFPA 70: National Electric Code, NFPA 855: Standard for the Installation of Stationary Energy Storage Systems.

b) All dimensional standards, height restrictions, lighting, farmland conservation, and setbacks, and other requirements for siting, construction, operation, and decommission of Small, Intermediate, or Large Scale Ground-Mounted SES required to obtain a Conditional Use Permit pursuant to this ordinance, shall be applicable to any battery energy storage

(BESS) proposed to be sited and located in conjunction with the ground mounted system.

Sec. 31-8. Exception for Brownfield properties

a) Ground Mounted Solar Energy Systems shall be permitted within any zone if the project is located entirely within the boundaries of an identified Brownfield, including but not limited to potentially contaminated land, landfills, and mine sites.

b) Applicants seeking a Brownfield Exception must provide one of the following:

   i. An Environmental Site Assessment conducted by a Qualified Environmental Professional (QEP) to determine if the site meets the criteria for a brownfield property.

   ii. Formal state or federal certification confirming the property's status as a brownfield.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

File ID:	0927-23	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	09/07/2023
File Name:	Page Break			**Final Action:**	

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 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0636-26

File ID:	0636-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	07/28/2026
File Name:	In-Situ Sole Source for West Hickman WWTP			**Final Action:**	

Title: Authorization to approve a sole source service contract with In-Situ (ChemScan Manufacturer) to service the process analyzer at West Hickman WWTP for a period of three years, at a cost not to exceed $54,870.00. Funds are budgeted. (L0636-26)(Sanders/Martin)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	ChemScan Blue Sheet, LFUCG West Hickman Service Quote SVQ000257, ChemScan_terms_and_conditions, In-Situ_Sole Source, Maintenance Visit Details	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/Matt Chancellor	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0636-26

Title

Authorization to approve a sole source service contract with In-Situ (ChemScan Manufacturer) to service the process analyzer at West Hickman WWTP for a period of three years, at a cost not to exceed $54,870.00. Funds are budgeted. (L0636-26)(Sanders/Martin)

Summary

Authorization to approve a sole source service contract with In-Situ (ChemScan Manufacturer) to service the process analyzer at West Hickman WWTP for a period of three years, at a cost not to exceed $54,870.00. Funds are budgeted. (L0636-26)(Sanders/Martin)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes J. Todd Henning 7/9/26

Risk Management: No

Fully Budgeted [select]: Yes
Account Number: 4002-303403-0001-91017
This Fiscal Year Impact: $54,870.00
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance: $1,189,785.61

MAYOR LINDA GORTON

LEXINGTON

MARK SANDERS, P.E
INTERIM DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: 7-2-26
Mark Sanders, P.E., Interim Director
Division of Water Quality

DATE: July 2, 2026

SUBJECT: Service contract for ChemScan process analyzer at West Hickman WWTP

Request

The Division of Water Quality requests authorization of a Sole Source Service contract with In-Situ for service and parts for the online process analyzer at West Hicman WWTP for 3 years at a cost not to exceed $54,870.00.

Purpose of Request

The ChemScan analyzer at West Hickman pulls process samples from multiple locations through the treatment process and analyzes numerous parameters. This is key to adjusting treatment and maintaining compliance with the KPDES permit. In-Situ manufactures the unit and services the analyzer.

Project Cost in FY27

Cost of project: $54,870.00

Are the funds budgeted?

The funds are budgeted in: 4002 303403 0001 91017

Sanders/Martin

Service Quote

SVQ000257
Quote Date: 02/04/26
Quote valid for 30 days

Billing Address
Henry P. Thompson Co.
Harmony Takhar
1046 TECHNE CENTER DRIVE
MILFORD, OH 45150
United States

Ship-to Address
Henry P. Thompson Co.
Harmony Takhar
1046 TECHNE CENTER DRIVE
MILFORD, OH 45150
United States

In-Situ, Inc.
221 E Lincoln Ave
Fort Collins, CO 80524-2533

Fed ID: 83-0245889

Contact Name	Harmony Takhar
Phone No.	8005975099
Email	accounting@hpthompson.com

Customer No.
C019975

Payment Terms
Net 30 days

Equipment

Description	Item No.	Serial No.
	UV6201	10013354
	UV6201	10013351

Service Quote Lines

Line No.	Description	Item No.	Quantity	Unit Price Exl. Tax		Amount
10000	In-Situ Custom Service Agreement UV and/or Mini	S200010	3	4,515.00	0	13,545.00
20000	Additional UV Analyzer 1 add-on (Qty 2 Total, same trip)	S200301	3	2,775.00	0	8,325.00
30000	Filter Maintenance 10013351	110017	3	500.00	0	1,500.00
40000	Filter Maintenance 10013354	110017	3	500.00	0	1,500.00
50000	Spare Parts Allowance Not to Exceed (Invoice will reflect parts used)	S200005	3	10,000.00	0	30,000.00

Total USD 54,870.00

Terms and Conditions: https://in-situ.com/us/terms-conditions
Warranty: https://in-situ.com/us/warranty

Home Page
www.in-situ.com

Phone No.
800-4IN-SITU

Email
service@in-situ.com
fieldservice@in-situ.com

Terms

Delivery to the transporting carrier shall constitute delivery to the Purchaser and title shall pass at that point, except that a security interest in the product(s) shall remain in ChemScan, Inc. (Company) regardless of mode of attachment to realty or other property, until the full price has been paid in cash. The Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Company's interest by adequately insuring the product(s) against loss or damage from any external cause with Company named as insured or co-insured.

Partial shipments may be made and proportionate payments shall become due and payable on partial shipments. Company shall select method of transportation and route. When delivery terms are FOB destination or freight allowed to destination, "destination" means common carrier terminal point (within the continental United States, excluding Alaska and Hawaii) nearest the final destination.

The target shipment date is subject to change due to delay on the part of the Purchaser in supplying the Company with necessary data or any changes therein at the Purchaser's instance, and to delays caused by fires, floods, strikes, accidents, civil or military authority, delays by suppliers of material and any other cause beyond the Company's reasonable control. Delay in delivery for any cause shall in no event subject the Company to any special or consequential damages.

If at any time in Company's judgment Purchaser may be or may become unable or unwilling to meet the payment terms specified, Company may require satisfactory assurances of full or partial payment as a condition to commencing or continuing manufacture or payment in advance of shipment, or may, if shipment has been made, recover the product(s) from the carrier.

If payments are not made in conformance with the terms specified herein, the contract price shall, without prejudice to the Company's right to immediate payment, be increased by 1% per month on the unpaid balance, but not to exceed the maximum amount permitted by law.

If at any time in ChemScan's judgment Purchaser may be or may become unable or unwilling to meet the terms specified, ChemScan may require satisfactory assurances of full or partial payment as a condition to commencing or continuing manufacture of in advance of shipment, or if shipment has been made recover the product(s) from the carrier.

Cancelation Prior to Shipment - In the event that Purchaser cancels the order prior to shipment of the instrument and accessories, all amounts previous paid by Purchaser shall be retained by ChemScan and Purchaser shall be responsible for payment of a cancelation fee equal to the amounts incurred by Company for time and materials up to the date of cancelation at Company's then-current rates. Company will invoice Purchaser within 10 days of cancelation and Purchaser shall pay the invoice within 20 days. Notwithstanding the foregoing, the cancelation fee shall not exceed the total price set forth herein.

Cancelation After Shipment – In the event that Purchaser cancels the order following the shipment, Purchaser shall pay to Company the full amount of the price set forth in this agreement.

The cancelation fees set forth above shall be deemed to be liquidated damages and not a penalty, the parties acknowledging that actual monetary damages that may be incurred by Company in the event of cancelation by Purchaser are very difficult to ascertain.

Warranty

The Company warrants the product(s) on date of delivery to Purchaser to be of the kind and quality described herein, merchantable, and free of defects in workmanship and material.

There are no warranties, express or implied, except the foregoing. The provisions in specifications hereto attached, if any, are descriptive. There is no warranty as to the performance of the product(s) except as may be set forth in a separate performance warranty attached to this proposal.

The foregoing warranties are expressly conditioned upon the ambient operating temperature at no time exceeding 120oF. If temperature at any time shall exceed 120oF, all warranties shall be null and void and the Company shall have no responsibility or liability with respect to the product(s).

The Company shall not be responsible for the deterioration of any kind of the product(s) to corrosion, erosion, or any other cause, regardless of when such deterioration occurs after leaving the Company's premises.

Any item of the product(s) which has not been manufactured by the Company shall be covered only by the express warranty of the manufacturer thereof.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS CONTRACT. THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR CLAIM IN TORT OR CONTRACT IS AS STATED HEREINAFTER.

IF PAYMENTS ARE NOT MADE ON TIME AND IN FULL, ALL WARRANTIES SHALL BE NULL AND VOID AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PRODUCTS.

IF THE PRODUCT(S) ARE NOT INSTALLED, OPERATED AND MAINTAINED IN CONFORMANCE WITH THE COMPANY'S INSTRUCTIONS, ALL WARRANTIES SHALL BE NULL AND VOID AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PRODUCTS.

If, within one year from the date of initial operation, but not more than 18 months from date of shipment by Company of any item of the product(s), Purchaser discovers that such item was not as warranted and that such defect interferes with the mechanical operation of the product(s), and promptly notifies the Company in writing thereof, the Company shall remedy such nonconformance (but only if the Company, in its sole judgment, determines that such item or product(s) was not as warranted and that such defect interferes with the mechanical operation of the item or product(s), and in the event of a dispute, the Company's decision shall be final) by, at Company's option, adjustment of the purchase price or furnishing or repairing, depending upon which alternative is most in accord with scientific or engineering principles, without charge, FOB origin, a similar part to replace any part of the product(s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The Company shall have the option of requiring the return of the product(s), transportation prepaid by purchaser, to establish the claim, or to make repairs or replace parts, or both. No allowance will be made for repairs or alterations unless made with the Company's consent or approval. Company will not be responsible for work done, apparatus furnished or repairs made by others, without prior authorization by the Company.

Replacement parts furnished by the Company shall be warranted as new parts are herein warranted. The same conditions and limitations with respect to the repair or replacement of such replacement item or product(s), as apply to new product(s), shall apply to such replacement parts. Company shall have the right of disposal of parts replaced by it. Unused spare or replacement parts may be returned FOB factory for credit less a 25% handling and restocking charge.

Company's liability to Purchaser relating to the product(s), whether in contract or in tort, arising out of warranties, representations, instructions, installations, or defects from any cause, shall be limited exclusively to adjusting the purchase price or correcting the product(s) and under the conditions as aforesaid. The Company shall not be liable for any special or consequential damages resulting in any manner from the furnishing or use of the product(s), whether in connection with any erosive or corrosive gases or liquid or otherwise.

Patents

Company shall pay costs and damages finally awarded in any suit against Purchaser or its vendees to the extent based upon a finding that the design or construction of the product(s) as furnished infringes a United States patent (except infringement occurring as a result or incorporating a design or modification at Purchaser's request) provided that Purchaser promptly notifies Company of any charge of such infringement, and Company is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge. This paragraph sets forth Company's exclusive liability with respects to patents.

Confidential Information and Improvements

Purchaser will keep confidential and will not use or reproduce any information received from Company in connection with the Proposal or the use, operation nor maintenance of the product(s) except with the written consent of Company. Purchaser will not copy or otherwise reproduce any written or printed material or drawings furnished to Purchaser by Company in connection with the product(s). Purchaser will return all such material to Company if the Proposal is not accepted. Purchaser will not copy the product(s) or make any design drawings of the product(s) and will not permit others to copy or make design drawings of the product(s). Company shall have a royalty-free license to make, use and sell, any changes or improvements in the product(s) invented or suggested by Purchaser or its employees.

General

Company shall not in any event be liable for indirect, special, incidental, or consequential damages, or penalties, nor does it assume any liability of Purchaser or others for injury to persons or property.

The laws of the State of Wisconsin shall govern the validity, interpretation and enforcement of this contract.

This document and the other document specifically referred to as being a part thereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties. Assignment may be made only with written consent to the other party.

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 Matthew Chancellor Division/Dept Water Quality/WHWWTP

Phone 8592808651 Email mchancellor@lexingtonky.gov

Type of Purchase: ☐ Goods/Materials/Equipment ☑ Services

Cost: $54,870

Sole Source Request for the Purchase of: Service contract for Chem-Scan analyzer

☑ One Time Purchase ☐ To Establish Sole Source Provider Contract (subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name In-Situ Process

Contact Name Paul Gasper

Address 221 E Lincoln Ave Fort Collins CO 80524

Phone (970) 498-1500 Email

STATEMENT OF NEED: (Add additional pages as needed)

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

The Chem-Scan process analyzer at West Hickman WWTP analyzes numerous samples throughout the treatment process to enable optimal treatment and process control. In-Situ is the manufacturer of this equipment and will service annually to maintain proper operation

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Chem-Scan has been installed at West Hickman for several years, to change the equipment would result in large capital expenditure

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.)

Any other service and parts for the chem -scan would result in upcharges from a different vendor as In-Situ is the sole manufacturer

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

Factory direct parts will save money by not using a middle supplier

'Annual Onsite Maintenance Visit'

The annual onsite, preventive maintenance visit includes labor and travel cost to perform the following services. The cost of the parts required to perform this service are not included. A separate parts allowance will need to be setup prior to the onsite visit to cover all analyzer parts used during the visit.

1. Inspect instrument electrical, plumbing and communication connections.
   a. Identify issues or problems observed.
   b. Repair issues internal to the analyzer.
2. Retrieve and evaluate the instrument internal data log, auto zero/clean log, and DI indicator values to identify operational problems or issues. Revise settings for flush intervals, sample intervals, zero/clean intervals, and recommended cleaning solution mixture if necessary.
3. Test the basic instrument functions and sequences to verify proper valve and pump operations and to assure adequate flow of sample, zeroing solution and cleaning solution.
4. Remove, inspect, clean, and reinstall the flow cell assembly.
5. Replace if applicable and necessary:
   c. Lithium battery
   d. Valve Diaphragm Replacement
   e. Sample Filter Rotation (Replacement of disposable filter Plastic Containers
   f. Sample and Reagent Tubing
   g. Inlet Strainer
   h. UV Fiber Optics
   i. UV Flash Lamp Assembly
   j. Peristaltic or Diaphragm Pump
   k. Reagent Injector Pumps
   l. Inlet Assembly
   m. Manifold Valve(s)
   n. Cleaner box diaphragm pump
   o. Cleaner box manifold
6. Check wavelength calibration and adjust if necessary.
7. Check the lamp light output and adjust the lamp intensity/position if necessary.
8. Perform a manual zero and record DI indicator values. Review customer indicator value records.
9. Update or replace the backup software storage that contains instrument setup and data files, log retrieval software, and slope/intercept adjustment software.
10. Test the instrument detection response to spiked samples and/or standards. Establish a data collection plan for calibration, adjustment, or slope/intercept changes by site personnel if an adjustment is found to be necessary based on COMPANY evaluation of test samples and customer records.
11. Training for operators and instrument technicians
12. Provide a detailed service visit report.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0665-26

File ID:	0665-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	08/03/2026
File Name:	One Lexington Survivor Liaison PSA FY27			**Final Action:**	

Title: Authorization to enter into a Professional Services Agreement with Kenya Ballard for Survivor Liaison services, for those seeking gun violence survivor supports from ONE Lexington and from referral sources; and to liaise with appropriate ONE Lexington staff in determining the status of application process and payments. The term of the agreement is July 7, 2026 through June 30, 2027. This agreement is not to exceed $20,000. Funds are budgeted. (L0665-26)(Carama/Scott)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	SL Bluesheet memo FY27 (1), FY2027 Survivor Liasion PSA 4916-8633-8749 v.1 (004) (1)	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0665-26

Title

Authorization to enter into a Professional Services Agreement with Kenya Ballard for Survivor Liaison services, for those seeking gun violence survivor supports from ONE Lexington and from referral sources; and to liaise with appropriate ONE Lexington staff in determining the status of application process and payments. The term of the agreement is July 7, 2026 through June 30, 2027. This agreement is not to exceed $20,000. Funds are budgeted. (L0665-26)(Carama/Scott)

Summary

Authorization to enter into a Professional Services Agreement with Kenya Ballard for Survivor Liaison services, for those seeking gun violence survivor supports from ONE Lexington and from referral sources; and to liaise with appropriate ONE Lexington staff in determining the status of application process and payments. The term of the agreement is

July 7, 2026 through June 30, 2027. This agreement is not to exceed $20,000. Funds are budgeted. (L0665-26)(Carama/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [William Razor, 8/5/2026]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-133006-1321-71299

This Fiscal Year Impact: $20,000.00

Annual Impact: $N/A

Project:

Activity:

Budget Reference:

Current Balance: $33,816.84

LEXINGTON

TO: Lexington-Fayette Urban County Council

FROM: Larry L Johnson

DATE: August 13, 2026

SUBJECT: One Lexington Survivor Liaison

Requesting authorization to enter into Professional Services Agreements with Kenya Ballard for Survivor Liaison services, for those seeking gun violence survivor supports from ONE Lexington and from referral sources; and to liaise with appropriate ONE Lexington staff in determining the status of application process and payments. This agreement is not to exceed $20,000 in FY2027.

The term of agreement is July 7, 2026, and ends June 30, 2027.

This Agreement may be terminated by either party for any reason upon thirty (30) written days' notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with this Agreement.

The cost for this FY is: $20,000

The cost for future FY is: N/A

The funds are budgeted.

Account number: 1101-133006-1321-71299

File Number: 0665-26

Director/Commissioner: Devine Carama/Tyler Scott

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the ________ day of _________ 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Client"), 200 East Main Street, Lexington, Kentucky 40507, and **KENYA BALLARD**, 3256 Sweet Clover Lane, Lexington, KY 40509 ("Contractor").

W I T N E S S E T H

WHEREAS, Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide gun violence survivor support services to the Client; and

WHEREAS, Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this 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. EFFECTIVE DATE; TERM. This Agreement shall commence upon the date first set forth hereinabove and shall continue through Fiscal Year 2027, up to and including June 30, 2027, unless terminated by LFUCG at an earlier time.

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 Services

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" in that order.

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

4. PAYMENT. Client shall pay Contractor a total amount not to exceed **TWENTY THOUSAND DOLLARS ($20,000.00)** for the performance of the Services, as follows:

Contractor shall be compensated for **a maximum of twenty (20) hours per week** at a rate of **TWENTY-FIVE DOLLARS ($25.00) per hour** for a total of **EIGHT HUNDRED (800) HOURS** in Fiscal Year 2027. In connection with providing the services hereunder, the Contractor will only be reimbursed for expenses that have been approved in advance. Client shall make payment under this Agreement only upon timely submission of an invoice(s) from Contractor specifying that expenses that have been incurred for services provided, accompanied by data satisfactory to Client to document entitlement to reimbursement. Client shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. Client reserves the right to refuse payment if it is determined by Client that the expenses incurred are inadequate, defective, or improper for reimbursement. Client also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. <u>TERMINATION.</u> Client, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Contractor with at least thirty (30) days advance written notice. Contractor shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis. Contractor may only terminate this Agreement based upon Client's failure to timely pay for properly invoiced and accepted work. Contractor shall provide Client with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

6. <u>REPORTING.</u> Contractor shall provide Client with timely reports and updates related to the provision of services in the form and manner specified by Client.

7. <u>CONTRACTUAL RELATIONSHIP ONLY; COMPLIANCE; AUTHORITY TO SIGN.</u> In providing services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. Contractor and Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. Contractor shall at all times comply with all applicable federal, state, and local laws, ordinances, and regulations. Client may request proof that Contractor has timely filed federal, state, or local tax forms which shall be provided by Contractor on a timely basis. The person signing this Agreement is fully authorized to do so. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, and permitted assigns.

8. <u>INSURANCE; INDEMNITY.</u>

a. Unless deemed not to apply by Client, Contractor 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 Client 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) only if Contractor utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability ($1 million per occurrence, \$2 million aggregate); (if applicable) Worker's Compensation (Statutory); and (if applicable) Employer's Liability (\$1 million).

b. Contractor shall indemnify and hold harmless Client 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 Contractor's performance of, or breach of this Agreement and/or the provision of 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 Contractor or its officials, employees, or agents; and (b) not caused solely by willful misconduct of Client.

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

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

9. <u>RECORDS; CONFIDENTIALITY; OPEN RECORDS ACT.</u>

a. Contractor shall keep and make available to Client any records related to this Agreement as are necessary to support its performance of 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 Contractor and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Contractor related to this Agreement and shall be made available to Client upon request. Client shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Contractor under this Agreement.

b. Confidential information ("Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely. All written and oral information and materials disclosed or provided by the Client to the Contractor under this

Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

c. Notwithstanding the foregoing, Contractor 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 Client to provide assistance with such a request.

10. ACCESS. Contractor shall allow Client any necessary reasonable access to monitor its performance under this Agreement.

11. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Contractor 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. Contractor 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. AUDIT. Client shall have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by Client, the audit shall be conducted by independent certified public accountants at Contractor's expense, who shall express an opinion as to whether revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to Client upon request.

13. NO ASSIGNMENT. Contractor may not assign any of its rights and duties under this Agreement without the prior written consent of Client.

14. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against Contractor or Client.

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

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

17. SEVERABILITY. If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

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

For Contractor:

Kenya Ballard
3256 Sweet Clover Lane
Lexington, KY 40509

For Client:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Devine Carama, ONE Lexington

19. 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.

20. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: ___________________________
LINDA GORTON, MAYOR

ATTEST:

____
Clerk of the Urban County Council

KENYA BALLARD

BY:_______________________________

ATTEST:

____
WITNESS:__________
DATE:___________

EXHIBIT "A"

Lexington/Fayette Urban County Government
Scope of Services
Survivor Support Liaison

Contractor shall be the point of contact for those seeking survivor support from ONE Lexington and for referral sources. This includes but is not limited to sharing information on how to apply, notices of status of application, notice of necessary requirements for receiving services, and sharing of potential community support services. The contractor will liaise with the appropriate ONE Lexington staff in determining the status of application process and payment

Services Provided:

1. The Client hereby agrees to engage Contractor to provide Client with the following services: Kenya Ballard will be the point of contact for those seeking survivor supports from ONE Lexington and for referral sources. This includes but is not limited to sharing information on how to apply, notices of status of application, notice of necessary requirements for receiving services, sharing of potential community support services, and conducting bi-weekly check-ins via email. The contractor will liaise with the appropriate ONE Lexington staff in determining the status of application process and payment.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

3. The Client will work to build synergy among the survivor community through collaboration and networking with agencies and program providing support and advocacy services to or on the behalf of survivors of gun violence.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0668-26

File ID:	0668-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Police
				File Created:	08/04/2026
File Name:	Magnet Forensics LLC - Magnet AXIOM / Witness 2017			**Final Action:**	

Title: Authorization to re-establish Magnet Forensics, LLC as a sole source vendor and approval of purchase of Magnet AXIOM, a digital investigative platform that is the industry standard for recovering digital evidence from smartphones, computers, external storage devices and the Cloud among law enforcement agencies, and authorization to execute any necessary documents with Magnet Forensics LLC related to the procurement at a cost of $26,320. Funds are budgeted. (L0668-26)(Weathers/Armstrong)

Notes: RIO 8/5/2026. MS

Sponsors:		**Enactment Date:**	
Attachments:	Cover Memo - Magnet Forensics, LLC.pdf, Magnet Forensics LLC - Quotation.pdf, SOLE SOURCE CERTIFICATION - Magnet Forensics - Axiom and Witness 2027.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0668-26

Title

Authorization to re-establish Magnet Forensics, LLC as a sole source vendor and approval of purchase of Magnet AXIOM, a digital investigative platform that is the industry standard for recovering digital evidence from smartphones, computers, external storage devices and the Cloud among law enforcement agencies, and authorization to execute any necessary documents with Magnet Forensics LLC related to the procurement at a cost of $26,320. Funds are budgeted. (L0668-26)(Weathers/Armstrong)

Summary

Authorization to re-establish Magnet Forensics, LLC as a sole source vendor and approval

of purchase of Magnet AXIOM, a digital investigative platform that is the industry standard for recovering digital evidence from smartphones, computers, external storage devices and the Cloud among law enforcement agencies, and authorization to execute any necessary documents with Magnet Forensics LLC related to the procurement at a cost of $26,320. Funds are budgeted. (L0668-26)(Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, Michael Sanner, August 3, 2026

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505506-5561-76102

Year Impact: $26,320

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance: $539,000.00

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: August 4, 2026

SUBJECT: Magnet Forensics, LLC – Magnet AXIOM/Witness 2027 Quotation & Sole Source Certification

---

Request
Authorization to re-establish Magnet Forensics, LLC as a sole source vendor and approval of purchase of Magnet AXIOM and Witness 2027.

Why are you requesting?
Magnet AXIOM is a digital investigative platform that is the industry standard for recovering digital evidence from smartphones, computers, external storage devices and the Cloud among law enforcement agencies. This pricing is bundled with Magnet Witness (previously known as DVR Examiner). Magnet Witness allows byte level analysis of video surveillance systems. The software allows the examination of video surveillance that is not able to be done with traditional means. The LPD has used these devices for many years and the results are accepted by the local court system. No other products have been found to provide better results for a lower cost.

We are requesting approval from the Urban County Council and Mayor Gorton in regards to re-establishing Magnet Forensics, LLC as a sole source vendor, and authorize purchase of Magnet Forensics Software (Magnet AXIOM/Witness 2027).

What is the cost in this budget year and future budget years? $26,320

Are the funds budgeted? 1101-505506-5561-76102

File Number: 0668-26

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

LBW/rmh

MAGNET FORENSICS®

Quotation

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

Phone: 519-342-0195

Quote #: Q-450186-1
Issue Date: 13 Jul, 2026
Expires On: 17 Jul, 2026

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

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

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

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Deanna Binion		deanna.binion@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
6AX310	Magnet AXIOM Premier	1 Sep, 2026 to 31 Aug, 2027	USD 10,535.00	2	USD 21,070.00
6OR002-S	Magnet Outrider Computer (Software Only) - LE	1 Sep, 2026 to 31 Aug, 2027	USD 0.00	2	USD 0.00
WTS00B	Witness Bundle		USD 0.00	1	USD 0.00
WTS60	Witness Term License	1 Sep, 2026 to 31 Aug, 2027	USD 5,250.00	1	USD 5,250.00
WTS40	Witness USB Dongle		USD 0.00	1	USD 0.00
5F000	Free Shipping		USD 0.00	1	USD 0.00

Sub-Total	USD 26,320.00
Taxes	USD 0.00
Grand Total	**USD 26,320.00**

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

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

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

Signature:	______________________	**Date:**	_____/_____/_____
Name (Print):	______________________	**Title:**	______________________

Please sign and email to Deanna Binion at deanna.binion@magnetforensics.com

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 Chris Sizemore Division/Dept: Police / Bureau of Investigations

Phone: 859-258-3541 Email: csizemore@lexingtonpolice.ky.gov

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

Cost: $26,320

Sole Source Request for the Purchase of: Two Magnet AXIOM Premier + Witness License Renewals 12 Month Terms

☐ One Time Purchase ✓ To Establish Sole Source Provider Contract (subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name: Magnet Forensics

Contact Name: Deanna Binion

Address: 931 Monroe Drive NE Suite A102-340, Atlanta GA 30308

Phone: 678.675.6657 Email: deanna.binion@magnetforensics.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.**

Magnet AXIOM is a digital investigative platform that is the industry standard for recovering digital evidence from smartphones, computers, external storage devices and the Cloud among law enforcement agencies. This pricing is bundled with Magnet Witness (previously known as DVR Examiner). Magnet Witness allows byte level analysis of video surveillance systems. The software allows the examination of video surveillance that is not able to be done with traditional means The LPD has used these devices for many years and the results are accepted by the local court system. No other products has been found to provide better results for a lower cost.

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

X 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. The detective(s) who will utilize the software has received extensive training from outside vendors in this and similar products. This system was determined to have the best capabilities to support our investigations. Only one vendor is available for this system.

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

☐ Uniqueness of the service. Describe.

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

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

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

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

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

-

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

I have been in contact with Magnet Forensics, who advised they do not use outside vendors for their product or support. I have also conducted internet research which confirms this assertion.

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

The price for each of the Magnet license renewals for a 12 month term is consistent with renewal agreements for similar software systems. This purchase is for two licenses Axiom license renewals and one Witness renewal.

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

By continuing to re-license and support the existing hardware, the cost of procurement of new hardware is avoided.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0671-26

File ID:	0671-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Social Services
				File Created:	08/05/2026
File Name:	KDE Preschool Contractor Application 2026-2027			**Final Action:**	

Title: Authorization to execute and submit an application to the Kentucky Department of Education (KDE) for Preschool Education Services for the Family Care Center which will allow the Family Care Center to provide Preschool Education Services for the 2026-2027 school year. No budgetary impact. (L0671-26)(Horton-Holt/Allen-Bryant)

Notes: RIO 8/12/2026. MS

Sponsors:		**Enactment Date:**	
Attachments:	0671-26 Bluesheet Memo KDE Preschool Application, KY Department of Education Preschool Contractor Application 2026-2027	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0671-26

Title

Authorization to execute and submit an application to the Kentucky Department of Education (KDE) for Preschool Education Services for the Family Care Center which will allow the Family Care Center to provide Preschool Education Services for the 2026-2027 school year. No budgetary impact. (L0671-26)(Horton-Holt/Allen-Bryant)

Summary

Authorization to execute and submit an application to the Kentucky Department of Education (KDE) for Preschool Education Services for the Family Care Center which will allow the Family Care Center to provide Preschool Education Services for the 2026-2027 school year. No budgetary impact. (L0671-26)(Horton-Holt/Allen-Bryant)

Budgetary Implications: No

Advance Document Review: Law: Tiffany Holskey 8/6/26

Fully Budgeted: NA

Account Number: N/A

This Fiscal Year Impact:

Annual Impact: N/A

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: August 6, 2026

SUBJECT: Preschool Education Services Application
Kentucky Department of Education (KDE)

Request:

Request Council Authorization for the Mayor to execute an application from the Kentucky Department of Education (KDE) for Preschool Education Services for the Family Care Center.

Purpose:

This application allows the Family Care Center to provide Preschool Education Services for the 2026-2027 school year. These services under Kentucky Administrative Regulations (KAR) include the Preschool Education Program, KY All STARS 5 STAR Tiered Quality Rating and Improvement Status, parent outreach, related services by licensed professionals for children with disabilities, transportation, and food services.

Budgetary Implication:

There are no budgetary implications with this application.

Are the funds budgeted?

There is no cost associated with this application.

File Number: 0671-26

Director/Commissioner: Shelia Horton-Holt / Kacy Allen-Bryant

Kentucky Department of Education
State Funded Preschool
Contractor Application
2026-2027

KENTUCKY PRESCHOOL PROGRAM
APPLICATION AND GUIDE FOR CONTRACTING
2025-26 SCHOOL YEAR

Introduction

Kentucky is committed to providing a comprehensive educational program for preschool children who are either at risk of educational failure or who have identified disabilities, as outlined in the Kentucky Education Reform Act of 1990. Each local school district is required to make services available to eligible children directly, or by contract or cooperative agreement with another public or private organization. Agencies and programs wishing to contract with local school districts to provide preschool placements must submit an annual application to the Kentucky Department of Education.

Purpose of Document

The purpose of this document is to provide information needed for contractual or cooperative arrangements between local school districts and other agencies and programs. This information is designed to:

- facilitate contracting where existing programs are available to serve:
    - four-year-old children who are at risk of educational failure
    - three and four-year-old children with identified disabilities

- define the process requirements for agencies that wish to provide placements for eligible children by contract or cooperative agreement with local schools

The document is designed to be used by:

- local school districts
- Head Start
- private profit and non-profit preschools
- other agencies wishing to contract with school districts in Kentucky in order to provide educational placements for preschool children

Additional Resources

Further information on local interagency agreements, contracting and the approval of preschool programs for contract purposes may be obtained from:

Kentucky Department of Education
School Readiness Branch
300 Sower Blvd.
Frankfort, Kentucky 40601
(502) 564-4970
schoolreadinessbranch@education.ky.gov

THE PRESCHOOL CONTRACTING APPROVAL PROCESS

Background

Under KRS 157.3175 school districts are required to make preschool programs available for eligible children. Based on a planning process involving other agencies, the district determines whether to serve eligible children in a program operated by the district or through a contract or cooperative agreement with another program(s).

In order to provide services through a non-public school program, the local district must ensure that any and all contracted services meet the same standards as would apply if the services were provided directly by a school district. In addition, the Kentucky Department of Education has responsibility for monitoring the use of state and federal education dollars, including funds used by districts to provide preschool services by contract. The preschool contracting approval process is designed to assure these conditions are met.

The preschool contracting approval process has two components:

- authorization of a preschool agency as a contractor
- oversight of preschool contracts

Authorization of a Preschool Contractor

There are two criteria for authorization of a non-public school agency to enter into a contract with a school district to provide preschool facilities or services, legal status and general operations.

Legal Status

Legal status describes the program's legal standing to receive public preschool dollars from the local school district and is confirmed through an application process to the Kentucky Department of Education. In the application, the program provides a signed assurance that it is incorporated separately from any religious institution and maintains a non-sectarian board of directors. Other assurances address financial and program record-keeping, non-discriminatory practices and other public education requirements. The application form is found in Appendix A of this document.

General Operations

Minimum standards for general operations are documented through current child care licensure by the Cabinet for Health and Family Services. Under 922 KAR 2:120, licensed child care providers meet staff, facility, health, safety, program and other requirements of programs which care for young children while the parent is not present. In the review of the program's application as a preschool contractor, the program's childcare licensure is verified, as well as the program's participation in the Tiered Quality Rating and Improvement System (TQRIS) known as Kentucky All STARS. Currently, contracting sites must have three (3) stars to be approved for contracting.

A valid childcare license is considered the *minimum* standard for entering into a preschool education contract. *Childcare licensure alone does not assure that preschool education standards are met.* Rather than require interested contractors to operate their total program according to preschool education standards, (staff, ratios, curriculum, etc.), the current approval process allows local school districts to work with interested contractors to assure that at least the contracted services meet preschool education standards. This requirement is discussed under "Oversight of Preschool Education Contracts." The authorization to contract does not accredit or recognize an agency as being a school.

Oversight of Preschool Education Contracts
A school district may not disburse funds for a contract until the agency has received approval through the Kentucky Department of Education. Once an agency is authorized to contract through the Kentucky Department of Education and a school district is interested in contracting, the two parties develop a proposed contract. In the proposed contract, the district must assure the contracted services meet preschool education standards. These standards are defined in the next section, "Requirements for Preschool Education Services."

The contents of each contract will vary, depending on the services contracted. The contract should assure or document that all services provided by the non-public school program meet state and federal education requirements. A sample contract is found in Appendix C of this document.

It is the responsibility of the school district to monitor the services provided by the contracted program to assure that regulations are met and that services are provided in accordance with the contract. **Any violation of the terms of the contract or of state regulations is a cause to terminate the contract.**

Requirements for Preschool Education Services
The following requirements can be found in Kentucky Administrative Regulations of the Kentucky Board of Education. A copy can be obtained from the local school district or the Kentucky Department of Education, School Readiness Branch.

Operation of the preschool education program (704 KAR 3:410 and 707 KAR 1:002 -707 KAR 1:380)

- IECE (birth to primary) certified or holds a letter of exemption (APP) from the Education Professional Standards Board (EPSB) given between 1998 and 2002
- correct ratios of teachers to children and annual professional development
- hours of operation and school calendar
- curriculum, activities and materials
- program requirements for children with disabilities

KY ALL STARS

- participation with at least a three (3) star rating

Parent Outreach (704 KAR 3:410)

- home visits
- parent education activities developed with the parent
- parent-teacher conferences and other parent outreach activities

Coordination of Health/Social Services (704 KAR 3:410)

- screening
- follow-up
- assistance to parents

Related Services by Licensed Professionals for Children with Disabilities (707 KAR 1:320)

- speech, occupational and physical therapies (professional licensure)

Facilities

- Department policy allows child care licensure to substitute for school regulations relating to buildings and grounds (922 KAR 2:120)

Transportation (702 KAR 5:030 and KRS 157.280)

- vehicles, driver training and monitors

Food Services (702 KAR 6:090)

- Department policy allows Child and Adult Food Care Program to substitute for school regulations relating to food services

APPLICATION REVIEW PROCEDURE

☒ The proposed contractor agency submits an application to the School Readiness Branch, Kentucky Department of Education.

☒ The School Readiness Branch checks the applicant's licensure in the directory of licensed childcare facilities, which is updated on a regular basis by the Cabinet for Health and Family Services, and which notes official corrective action, if applicable.

☒ The School Readiness Branch verifies participation in the TQRIS with at least a three (3) star rating.

☒ The School Readiness Branch reviews the agency identification page and the program description for completion of requested information.

☒ The School Readiness Branch reviews the assurance page for appropriate signatures.

APPROVAL AS POSSIBLE CONTRACTOR

☒ If licensure is current, signatures present and all information complete, the School Readiness Branch approves the agency as a possible contractor.

☒ The School Readiness Branch sends the applicant an approval letter and adds the agency to the current list of early childhood agencies authorized to contract with districts.

☒ The School Readiness Branch disseminates the updated listing to preschool program administrators, as well as posting the list on the Kentucky Department of Education website.

NON-APPROVAL AS CONTRACTOR

☒ If the application cannot be approved due to regulatory deficiencies (i.e., current licensure, signed assurances, program information), the School Readiness Branch contacts the applicant to review the deficiencies. The applicant may submit necessary items to obtain approval within 30 calendar days.

☒ If the requested information is not submitted within 30 days or does not meet criteria, the School Readiness Branch notifies the agency in writing that it is not approved as a contractor.

☒ A school district will be notified that the agency is not approved as a contractor if the district requests to contract with the agency.

REVOKING APPROVAL AS CONTRACTOR

Approval as a contractor may be revoked for the following reasons:

- The School Readiness Branch receives written notification that the Cabinet for Health and Family Services revoked the license of a child care program.
- The School Readiness Branch receives notification that the center has not achieved or renewed their KY All STARS status with at least three (3) stars.

If approval is revoked, the School Readiness Branch notifies the agency that it can no longer contract with school districts for preschool education services and the agency is removed from the approved contractor list. District contracting with the agency will be notified that the agency is no longer authorized as a contractor and the contract should be terminated immediately.

STEPS IN CONTRACTING

The following sequence of events describes the process for serving preschool children in other agencies and programs:

STEP 1: ***The district and an agency or program identify the need for and willingness to work together to serve eligible children.***

- The recommended time to begin planning for contracting is prior to the start of school, Planning also may begin as the need arises.
- For children with disabilities, there is a direct link to the Admissions and Release Committee (ARC) process. The local school district's ARC is responsible for determining, on an individual basis, when services need to be provided through other agencies. See Appendix B for additional details regarding children with disabilities.

STEP 2: ***The agency prepares and submits an application for approval to enter into contracts with local school districts to provide preschool education services.***

- A copy of the agency application is found in Appendix A of this document.
- The application should be sent electronically to the Kentucky Department of Education, School Readiness Branch, schoolreadinessbranch@education.ky.gov.
- Upon receipt of the agency's application, the Kentucky Department of Education reviews the information and approves or denies the application.
- A copy of the program's application should also be sent by the agency or program to each district with whom the agency intends to contract.
- The application is updated with the Kentucky Department of Education annually by the agency.
- The approval process may include on-site review of the agency's preschool program by the local school district.

- Upon approval, the agency is authorized to enter into a school contract; approval does not accredit the program or provide licensure for providing childcare.

STEP 3: ***The local school district and the agency or program develop a written contract or cooperative agreement for the services to be provided.***

- Components of the written contract or cooperative agreement are described in the "Components of a Contract or Cooperative Agreement "section, found below.

- Contents of specific documents will vary, depending upon areas agreed to by the parties.

- The school district is responsible for assuring that all services covered in the contract or written agreement meet the same standards applicable to the school district, as though the services were provided directly by the district.

- Copies of the contract are kept on file in the local school district and the agency, along with documentation of the agency's approved application to enter into contracts with a school district.

STEP 4: ***Services are provided based on the contract between the agency and the local school district.***

- The local school district has an ongoing responsibility to oversee the operation of the preschool program and all services provided by contract.

- The Kentucky Department of Education will monitor contracted preschool services in conjunction with each district's State Funded Preschool Consolidated Monitoring process. Site visits may also occur when irregularities are noted.

- State-funded preschool students served in a contracted site must be enrolled in the district student information system, Infinite Campus.

COMPONENTS OF A CONTRACT OR COOPERATIVE AGREEMENT

General Contents

According to Kentucky Revised Statute (KRS 65.250), contents of contracts and cooperative agreements are to specify at least the following:

- the duration of the agreement
- the organizational composition and powers delegated thereto
- the purpose or purposes of legal or administrative entity
- the manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget
- the process of changing or terminating the contract as well as maintenance and disposal of property or equipment

The body of a contract may be as simple as "$ (amount) dollars for providing (named) educational services to children," along with statements of duration, organization, purpose and termination of the contract. However, the district must have a written agreement regarding roles and responsibilities for the district and for the contracting agency. These may appear as a memorandum of agreement appended to the contract or referenced within the contract.

Specific Contents

In the contract (or in a separate memorandum of agreement referenced in the contract) the following issues should be addressed to clarify roles and responsibilities and to describe services that meet state and federal education regulations:

- clearly defined services such as the following:
  - type of service (individual, group, in-home, consultation, etc.)
  - days of operation/service to preschool students
  - amount of time the service is to be provided each day of operation
  - duration of service or length of year
  - qualification and numbers of staff
  - location where service will be provided (preschool centers, home, etc.)
  - responsibility for support services (transportation, speech therapy, screening, etc.)

- procedures for resolving conflicts between the agencies, including who pays for incurred costs of resolution

- transition procedures for children who are moving from one setting to another

- shared personnel, training or other resources

- responsibility for inventory, maintenance and disposal of equipment or materials purchased through contracted funds

- method and schedule of payment and provisions for terminating the contract

- record keeping and reporting, including confidentiality of records

- regulatory requirements for specific preschool education services to be contracted that are noted in the agency's application (Appendix A, page 2)

ROLES AND RESPONSIBILITIES OF PARTICIPATING PROGRAMS

Local School District	Preschool Contractor
Provide the contracting program with guidelines.	Maintain a program which is licensed, and which is eligible to receive public education funds.
Require proof of insurance. If the program is operated on school grounds, the local board should provide accident insurance if the contracting agency does not have premises medical coverage under the general liability policy.	Provide general liability insurance of at least a million dollars per occurrence limit. Insurance must contain a "no sexual abuse" clause. If the program is on school grounds, the local school board must be a named insured.
Monitor the services provided by the contracting program to assure compliance with all federal, state and local laws and regulations pertaining to the education of eligible preschool children.	Provide services that meet the state education standards for preschool programs.
Provide timely payment for contracted services.	Submit bills for agreed-upon cost of service to the school district at predetermined times.
Act as fiscal agent and supervise the distribution of preschool education funds.	Provide services in the contract at no cost to parents.
Provide a liaison to the contracting agency to address mutual concerns.	Provide a liaison to the school district for matters of mutual concern.
For children with disabilities*, develop the initial Individual Education Plan (IEP) and provide a representative to participate with the contracting agency to implement the IEP and provide oversight for the educational services.	Provide a representative to participate in the IEP development and provide appropriate educational services as defined on the IEP and the contract.

*See Appendix B, IEP Process for Children with Disabilities.

SUBMISSION OF AN APPLICATION FOR CONTRACTING

Agencies and programs wishing to contract with local school districts must submit an annual application to the Kentucky Department of Education.

The agency's application must be on file and approved prior to the beginning of each school year.

Application Form

The application form (Appendix A) has three components:

- cover page with identifying information
- description of the services to be available for contracting
- assurances page and signature

Submission

Submit the completed application electronically to the email address below. Scan and submit additional documents with the application as necessary. Submitting certificates of lead teachers is not required. The School Readiness Branch will work with the Education Professional Standards Board (EPSB) to ensure all lead teachers have the correct certification.

Keep an electronic copy of the application form for your files. Applications are due September 1, unless the need arises for school districts to contract services with private childcare facilities throughout the year. In such cases, an application may be turned in at any time during the academic year.

Important Note:** As part of the Agency Identification Information, the application form will include the number of STARS the ***private child care center-based program has acquired in KY All STARS. https://kentuckyallstars.ky.gov/Pages/index.aspx.
Kentucky All STARS is Kentucky's expanded five-star quality rating and improvement system for early care and education programs. The unified system serves all early care and education programs that receive public funding including child care centers, Head Start and public preschool. Kentucky All STARS is based on Kentucky's Early Childhood Standards and research-based indicators of quality. It recognizes programs that have made a commitment to continuous quality improvement.

DUE September 1st, or when the need arises for using contracted services during the 2025-26 school year.

School Readiness Branch
Kentucky Department of Education
(502) 564-4970
schoolreadinessbranch@education.ky.gov

**KENTUCKY DEPARTMENT OF EDUCATION
APPLICATION FOR APPROVAL TO CONTRACT
TO PROVIDE PRESCHOOL EDUCATION SERVICES
FOR 2025-26 SCHOOL YEAR**

REAPPLICATION? YES ☒ NO ☐

APPLICATION AGENCY IDENTIFICATION **SUBMISSION DATE:** 8/4/26

Director's Name: Irma Bennett

Agency Name (As it appears on the child-care license): Family Care Center

Agency Address: 1135 Harry Sykes Way

Agency Kentucky All STARS Rating and Expiration Date: 01/31/2028

Currently, agencies must obtain three stars in the KY All STARS quality rating and improvement system.

Agency Telephone Number (include area code): 859-288-4040

Email Address: ibennett@lexingtonky.gov

Names, titles and phone numbers of program contact person(s), other than the director, who have administrative/supervisory responsibility for the education program.

Name	Title	Phone Number
Shelia Horton-Holt	Director of Family Services	859-288-4050

Names and credentials of lead teachers who will have state-funded children in their class(es):

Teacher's Name	Certification	Ratio or teachers: children
Selika Jones	201148251	3:15

Names of local school districts with which the agency may contract:

Name of school district	Name of school district	Name of school district
Fayette County Public Schools		

SERVICES AVAILABLE FOR CONTRACTING

FOR YOUR AGENCY – CHECK ALL THAT APPLY:

☒ Operation of the Preschool Education Program (704 KAR 3:410)
Attach a description of the educational services available for contracting addressing facilities, personnel, hours and curriculum. Must meet:
1. Preschool Facilities Guidelines (702 KAR 4:170) (childcare licensure is accepted as substitute)
2. Preschool Personnel Standards (704 KAR 3:410 Section 6) **no need to attach IECE certificate**
3. Instructional Hours of Operation (704 KAR 3:410 Section 5)
4. Preschool Curriculum (704 KAR 3:410 Section 5)

☒ KY All STARS
Scan and attach a copy of the certificate with at least three (3) stars

☒ Parent Outreach (704 KAR 3:410)
Attach a description of services available. Services must meet preschool requirements (704 KAR 3:410 Section 5)

☒ Related Services by Licensed Professionals for Children with Disabilities
Attach a description of services available. Check off specific services to be offered. Service providers must meet licensure requirements set by the profession. **Attach a copy of the appropriate license.**
- ❑ Speech therapy
- ❑ Occupational therapy
- ❑ Physical therapy
- ❑ Other

☒ Transportation (702 KAR Chapter 5)
Attach a description of services available. If the program is transporting children, the following regulations must be met:
1. School vehicle requirements (702 KAR 5:060)
2. School bus driver requirements (702 KAR 5:080)
3. School bus monitor requirements (702 KAR 5:150)

☒ Food Services (702 KAR Chapter 6)
Attach a description of services available. Food services must meet the following regulations:
1. School food preparation requirements (702 KAR Chapter 6) OR
2. Child care food preparation requirements (922 KAR 2:120)

*All required attachments must be submitted upon initial application. Reapplications must contain attachments that are relevant to any programmatic changes within the agency.

PROGRAM ASSURANCE

The _____Family Care Center______________________ agency or program provides the following assurances regarding compliance with federal, state and local regulations in order to be approved to contract with local school districts to provide preschool education services.

General Operations

1. The agency is separately incorporated from any religious institutions and maintains a non-sectarian board of directors; all proceeds and debts are the property of the corporation; no part of the program's curriculum is religious in nature; if housed on grounds of a religious institution, only reasonable rent is paid for such space and all religious symbols or materials have been removed from the area used by the preschool program.

2. The agency complies with applicable state and federal education requirements regarding nondiscrimination on the basis of race, creed, color, national origin, sex, disability or age.

3. Establishment and maintenance of all preschool records will be in compliance with state and federal regulations that are applicable to financial and programmatic records, supporting documents, statistical and other records. (34 CFR 80.37 – 8.40).

4. The agency will submit reports to the local school district as required in the contract, will make records and visits available to the district to conduct its oversight responsibility, and will make requested information available to the Kentucky Department of Education for the purpose of monitoring state and federal education laws and regulations.

5. Personally identifiable information on all children is maintained in a manner consistent with confidentiality requirements of the Family Education Rights and Privacy Act (FERPA).

6. If the agency receives federal funds, the agency does not appear on the current list of agencies debarred from accepting federal funds.

Contracted Services

7. Any agreement and/or contract between the local school district and the agency's preschool program is in writing and has been reviewed and approved by the authorized administrator of each agency.

8. Program services provided by a contract or agreement with a local school district are provided in conformance with preschool and school regulations promulgated by the Kentucky Board of Education.

9. The agency carries current insurance for the services operated.

10. Agency personnel who provide preschool services under an agreement or contract with a local school district meet the personnel requirements of the Kentucky Board of Education and the Education Professional Standards Board.

11. If the agency is providing transportation or space for program services through a contract or agreement with a local school district, the agency's vehicles and physical plant have been reviewed by the local school district for adherence to school requirements for vehicles, buildings, grounds and health.

12. If the agency provides services to children with disabilities under a contract or cooperative agreement with a local school district, the agency complies with responsibilities outlined in Kentucky Administrative Regulations (707 KAR Chapter 1) for the provision of special education and related services.

This application has been approved by the applicant's Administrative Board as recorded in the minutes of the meeting held on:

______________________________, 20 ____.

______________________________ ______________________
Signature of Program Director Date Signed

______________________________ ______________________
Authorized Signature for Administrative Board Date Signed

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0673-26

File ID:	0673-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Parks and Recreation
				File Created:	08/05/2026
File Name:	Maintenance and Restroom Building Arson Repairs at Cardinal Run Park North			**Final Action:**	

Title: Authorization for the sole source contractor quote acceptance from Tekton Construction, LLC for materials and labor to repair the buildings at Cardinal Run North from arson damage in February of 2026 in the amount of $105,011.00. To avoid material and workmanship warranties invalidation, this request is to use Tekton Construction, LLC for the repairs, since they currently hold the material and workmanship warranties for the buildings at Cardinal Run Park North. Funds are budgeted. (L0673-26)(Conrad/Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Tekton Sole Source Blue Sheet Memo Corrected - Signed, Cardinal Run Vandalism Report 26054, SOLE SOURCE CERTIFICATION_, Tekton Quote	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0673-26

Title

Authorization for the sole source contractor quote acceptance from Tekton Construction, LLC for materials and labor to repair the buildings at Cardinal Run North from arson damage in February of 2026 in the amount of $105,011.00. To avoid material and workmanship warranties invalidation, this request is to use Tekton Construction, LLC for the repairs, since they currently hold the material and workmanship warranties for the buildings at Cardinal Run Park North. Funds are budgeted. (L0673-26)(Conrad/Ford)

Summary

Authorization for the sole source contractor quote acceptance from Tekton Construction,

LLC for materials and labor to repair the buildings at Cardinal Run North from arson damage in February of 2026 in the amount of $105,011.00. To avoid material and workmanship warranties invalidation, this request is to use Tekton Construction, LLC for the repairs, since they currently hold the material and workmanship warranties for the buildings at Cardinal Run Park North. Funds are budgeted. (L0673-26)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 6021 160906 0001 73204

This Fiscal Year Impact: $105,011.00

Annual Impact: $0.00

Project: CLAIMS_2026

Activity: CASUALTY_L

Budget Reference:

Current Balance:

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

TO: Linda Gorton, Mayor
Urban County Council

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

DATE: 8/7/2026

SUBJECT: Maintenance and restroom building arson repairs at Cardinal Run Park North

---

Request

This memorandum request approval for the sole source contractor quote acceptance from Tekton Construction, LLC for materials and labor to repair the damaged buildings at Cardinal Run North in the amount of $105,011.00. Tekton Construction, LLC currently holds the material and workmanship warranties for the buildings at Cardinal Run Park North.

Why are you requesting?

The purpose of this request is to approve Tekton Construction, LLC, to repair the damaged buildings to avoid material and workmanship warranties invalidation for the original construction of the maintenance and restroom buildings. The arson damage occurred in February 2026, the building architect had to collaborate with multiple design professionals to formulate the scope of repair. Tekton Construction, LLC and multiple trade subcontractors field verified the scope of repair prior to submitting the repair quote to LFUCG Parks and Recreation. The damage required multiple design professionals and construction trades obtaining an accurate assessment and final repair quote.

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

The cost for this FY is: $105,011.00
The cost for future FY is: $0.00

The funds are budgeted in:

CLAIMS_2026 CASUALTY_L 6021 160906 0001 73204

File Number:Director / Commissioner: Conrad / Ford

469 Parkway Drive, Lexington, KY 40504 / 859.288.2900 Phone / 859.254.0142 Fax / lexingtonky.gov

LFUCG
Cardinal Run Park North
Vandalism Report

LEXINGTON
Parks & Recreation

BRANDSTETTER CARROLL INC
ARCHITECTS + ENGINEERS + PLANNERS

May 28, 2026

SHROUT TATE WILSON
MECHANICAL AND ELECTRICAL ENGINEERS

ACKNOWLEDGMENTS

Cardinal Run Vandalism Report

Consultant Team

BRANDSTETTER CARROLL INC
ARCHITECTS + ENGINEERS + PLANNERS

2360 Chauvin Drive
Lexington, Kentucky 40517
(859) 268-1933 VOICE
Project No. 26054
May, 2026

Phil Schilffarth, AIA

SHROUT TATE WILSON
MECHANICAL AND ELECTRICAL ENGINEERS

628 Winchester Rd
Lexington, KY 40505
(859) 277-8177

Nick Morgan, P.E.
Caleb Murphy

ASSESSMENT

Project Overview

Brandstetter Carroll Inc. (BCI) and Shrout Tate Wilson (STW) conducted a field review of vandalized conditions at Cardinal Run Park North on May 6, 2026. The focus was on both the Maintenance Building and the Restroom Building. The purpose of this assessment is to document observed damage, evaluate impacts to building systems, and provide recommendations for repair.

Summary of Findings

Based on field observations and photographic documentation, the vandalism includes damage to:

- Architectural components (walls, partitions, doors, finishes)
- Plumbing fixtures and accessories
- Electrical systems and lighting
- Mechanical equipment and controls
- Site elements and exterior components

Observations: Maintenance Building

Damage to the wood dumpster enclosure is present. Replacement of the damaged components is recommended.

The southwest building façade is badly damaged. The following items are recommended to be addressed.

1. The pre-finished metal panels and trim are recommended to be replaced. Once the panels have been removed, further review is to occur as the internal metal stud framing / pre-engineered metal building framing may require remediation.
2. All fire and smoke damaged insulation is recommended to be replaced.
3. The Office window is recommended to be replaced.
4. The lightning protection grounding cable is recommended to be replaced.
5. All instances are recommended to be cleaned.
6. Seed and straw is recommended to be provided one all exterior remedial work is complete.
7. Replacement of the heat pump, refrigerant line set, electrical disconnect and wiring is recommended.
8. Replacement of the exterior GFCI receptacle and pulling of new conductors back to the panel is recommended.

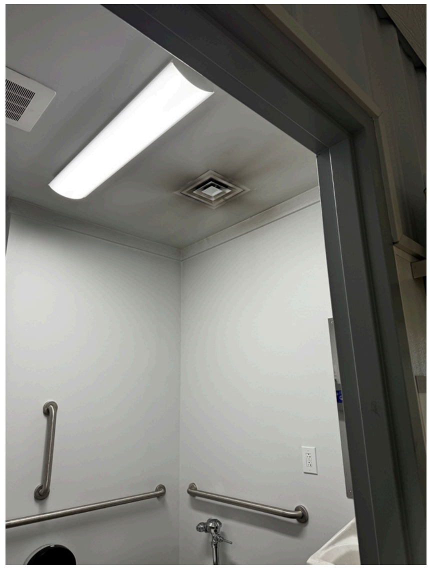
The Office has significant heat and smoke damage. The following items are recommended to be addressed.

1. The Office window is recommended to be replaced.
2. All drywall (walls and ceilings) are recommended to be replaced and repainted.
3. Once drywall has been removed, further review is to occur as the internal metal stud framing and building infrastructure may require remediation.
4. All fire and smoke damaged insulation is recommended to be replaced.
5. All instances are recommended to be cleaned.
6. All ductwork and the HVAC cooling coil is recommended to be cleaned.



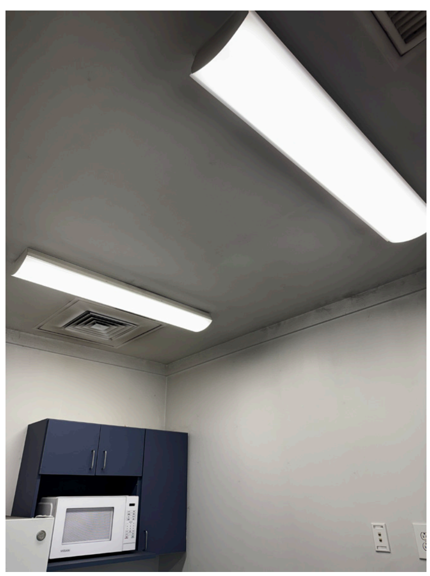

The Restroom has minor smoke damage. The following items are recommended to be addressed.

1. All instances are recommended to be cleaned and repainted.
2. Replacement of the HVAC supply diffuser and exhaust fan is recommended.
3. Replacement of all light fixtures is recommended.
4. Replacement of all receptacles and conductors is recommended.



The Breakroom has minor smoke damage. The following items are recommended to be addressed.

1. All instances are recommended to be cleaned and repainted.
2. Replacement of all light fixtures is recommended.
3. Replacement of the HVAC supply diffuser and return grille is recommended.
4. Replacement of all receptacles and conductors is recommended.



Observations: Restroom Building

1. Due to heat and smoke, all siding and trim, up to the roof soffit, is recommended to be cleaned and repainted.
2. Replacement of the electrical conduit and conductors back to the utility pole is recommended.
3. Replacement of the meter box and grounding conductor is recommended.




Table 1: Opinion of Probable Cost for Repairs

Building	Location/Item	Repair Recommendation	Qty	Unit	Unit Cost	Line Total	Notes
Maintenance Building	Dumpster enclosure	Replace damaged wood enclosure components and associated hardware/posts as needed	1	LS	$750.00	$750.00	
	Southwest façade	Replace damaged prefinished metal wall panels and trim	220	SF	$8.50	$1,870.00	
	Southwest façade	Allowance for hidden metal stud / PEMB framing remediation after panel removal	1	LS	$3,500.00	$3,500.00	
	Southwest façade	Replace fire/smoke-damaged batt insulation	220	SF	$2.75	$605.00	Assumed to match damaged southwest façade panel area.
	Office window	Replace office window (counted once; referenced in both façade and office notes)	1	EA	$1,550.00	$1,550.00	
	Lightning protection	Replace damaged lightning protection grounding cable	1	LS	$2,500.00	$2,500.00	Allowance pending field verification of cable length/attachments.
	Southwest façade	Clean remaining fire/smoke-affected surfaces and adjacent components	1	LS	$1,250.00	$1,250.00	
	Site restoration	Provide seed and straw after exterior remedial work is complete	500	SF	$0.25	$125.00	
	Office	Smoke cleanup / deodorization of office	120	SF	$8.50	$1,020.00	
	Office	Replace drywall at walls and ceiling	500	SF	$5.40	$2,700.00	
	Office	Repaint office walls and ceiling after drywall replacement	500	SF	$2.00	$1,000.00	
	Office	Allowance for hidden framing / infrastructure remediation after drywall removal	1	LS	$2,500.00	$2,500.00	
	Office	Replace fire/smoke-damaged insulation within office wall cavities	200	SF	$2.75	$550.00	
	Restroom	Clean and repaint minor smoke-damaged surfaces	1	LS	$1,850.00	$1,850.00	
	Breakroom	Clean and repaint minor smoke-damaged surfaces	1	LS	$1,500.00	$1,500.00	
	HVAC	Replace damaged diffusers/grilles	6	EA	$130.00	$780.00	
	HVAC	Clean ductwork and cooling coil	100	LF	$16.00	$1,600.00	
	HVAC	Replace damaged condensing unit (1-1/4T), electrical, & refrigerant piping	1	LS	$9,500.00	$9,500.00	
	HVAC	Replace damaged exhaust fan	1	EA	$800.00	$800.00	
	Electrical	Replace damaged receptacles and conductors	14	EA	$500.00	$7,000.00	
	Electrical	Replace damaged light fixtures	5	EA	$400.00	$5,000.00	
	MAINTENANCE BUILDING SUBTOTAL					**$47,950.00**	

Table 1: Repair Cost Estimate (Continued)

Building	Location/Item	Repair Recommendation	Qty	Unit	Unit Cost	Line Total	Notes
Restroom Building	Exterior siding and trim	Clean and repaint all smoke/heat-affected siding and trim up to roof soffit	900	SF	$2.75	$2,475.00	Considers different colors to match existing.
	Electrical	Replace electrical conduit from power pole to meter with 3" Schedule 40 PVC Conduit	240	LF	$62.50	$15,000.00	
	Electrical	Replace meter box and grounding conductor	1	LS	$5,000.00	$1,500.00	
					RESTROOM BUILDING SUBTOTAL	**$18,975.00**	

Summary	
Maintenance Building Repairs	$47,950.00
Restroom Building Repairs	$18,975.00
Contingency (15%)	$10,038.75
TOTAL COST OF REPAIRS	**$76,963.75**

2360 Chauvin Drive, Lexington, Kentucky 40517, Phone: 859.268.1933
308 East 8th Street, Cincinnati, Ohio 45202, Phone: 513.651.4224
1220 W Sixth Street, Suite 300, Cleveland, Ohio 44113, Phone: 216.241.4480
17304 Preston Road, Suite 1020, Dallas, Texas 75252, Phone: 469.941.4926
100 West Mulberry Street, Denton, Texas 76201, Phone: 940.387.8182
www .bciaep.com

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,499-$10,000), formal quotes ($10,001 - $29,999.99), or formal bid ($30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Jeffrey Nalley Division/Dept General Services / Parks and Recreation

Phone 859 533 4420 Email jnalley@lexingtonky.gov

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

Cost: $105,011.00

Sole Source Request for the Purchase of: Fire damage repairs for Cardinal Run Park North buildings

■ One Time Purchase ☐ To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Tekton

Contact Name Joseph Issacs

Address 99 Wind Haven Drive Suite 3 Nicholasville KY 40356

Phone 859 514 0000 Email joseph@tekton builder.com

STATEMENT OF NEED: (Add additional pages as needed)

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

Repair fire damage buildings at Cardinal Run Park North. Tekton constructed the buildings that are still under warranty.

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-
Existing material and workmanship warranty invalidation.

LEXINGTON

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.).**

N/A

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.)

Quote was compared with consultants estimates and current market conditions.

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

Tekton constructed the buildings and has extensive knowledge of how the buildings were erected and is able procure the material needed to make the repairs.

PROPOSAL

tektōn

99 Wind Haven Dr, Suite 3
Nicholasville, KY 40356
Phone (859) 514-0000

DATE July 29, 2026
Project Name: **LFUCG Cardinal Run Park North Vandalism Repairs**

CUSTOMER LFUCG

DESCRIPTION	TOTAL
1. General Conditions: Payment & Performance Bond, Project Management, Site Supervision, Dumpsters, Temp. Protections and Cleaning	$ 20,756.00
2. DEMO	$ 1,840.00
3. Site: Concrete Repairs at Conduit, Dumpster Enclosure Repairs and Seed & Straw	$ 3,780.00
4. PEMB: Metal Panel and Trim Replacements	$ 18,040.00
5. Aluminum Window	$ 2,625.00
6. Drywall, Trim & Vinyl Base	$ 3,776.00
7. Painting	$ 4,917.00
8. HVAC	$ 15,640.00
9. Electrical	$ 15,900.00
10. Overhead & Profit	$ 17,737.00
NOTE(S):	
a. Anything not included in the above scope is excluded from our proposal.	
b. Excludes Special Inspections, Builders Risk Insurance Policy, Replacement of PEMB Structural Steel Members, PEMB Roofing, PEMB Interior Liner Panel, Rough Carpentry at Restroom Building,	
c. Excludes replacement of any work above the Mezzanine in the Maintenance Building.	
d. The Vandalism Report has reference to Plumbing Repairs. We did not see anything in the report that scopes plumbing work. Any work associated with plumbing is excluded.	
e. Restroom Building does not include replacement of conduit back to the pole. Only replacement of conduit down to the elbow where it turns up to meter base.	
	$ 105,011.00
	$ 105,011.00

Joseph Isaacs **7/29/2026**

Authorized by: Joseph Isaacs, President *Date*

200 E. Main St
Lexington, KY 40507

Lexington-Fayette Urban County Government

Master

File Number: 0683-26

File ID:	0683-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Housing Advocacy & Community Development
				File Created:	08/06/2026
File Name:	FY26 HUD Continuum of Care Application			**Final Action:**	

Title: Authorization to submit the FY 2026 Continuum of Care application, as the Collaborative Applicant, to the U.S. Department of Housing and Urban Development requesting funding in an amount up to $3,866,080.00 for the operation of programs by community nonprofit organizations to reduce homelessness in Fayette County and to accept award of federal funds, if offered, in the amount of $153,932.00 for project planning expenses. A match of $38,483 will be requested for FY 2028. (L0683-26) (Herron/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Bluesheet Memo - HUD FY26 CoC Application	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Jeff Herron	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0683-26

Title

Authorization to submit the FY 2026 Continuum of Care application, as the Collaborative Applicant, to the U.S. Department of Housing and Urban Development requesting funding in an amount up to $3,866,080.00 for the operation of programs by community nonprofit organizations to reduce homelessness in Fayette County and to accept award of federal funds, if offered, in the amount of $153,932.00 for project planning expenses. A match of $38,483 will be requested for FY 2028. (L0683-26)(Herron/Lanter)

Summary

Authorization to submit the FY 2026 Continuum of Care application, as the Collaborative

Applicant, to the U.S. Department of Housing and Urban Development requesting funding in an amount up to $3,866,080.00 for the operation of programs by community nonprofit organizations to reduce homelessness in Fayette County and to accept award of federal funds, if offered, in the amount of $153,932.00 for project planning expenses. A match of $38,483 will be requested for FY 2028. (L0683-26)(Herron/Lanter)

Budgetary Implications: Yes
Advance Document Review:
Law: N/A
Risk Management: N/A
Fully Budgeted: BA to be processed in FY2028 if awarded
Account Number:
Annual Impact:
Project: N/A
Activity: N/A
Budget Reference:
Current Balance:

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 AND COMMUNITY DEVELOPMENT

DATE: **August 6, 2026**

SUBJECT: **FY 2026 HUD Continuum of Care Program Competition**

Request: Council authorization to submit the FY 2026 Continuum of Care application, as the Collaborative Applicant, to the U.S. Department of Housing and Urban Development requesting funding in an amount up to $3,866,080.00 for the operation of programs by community nonprofit organizations to reduce homelessness in Fayette County and to accept award of federal funds, if offered, in the amount of $153,932.00 for project planning expenses.

Purpose of Request: The Office of Homelessness Prevention and Intervention serves as the Collaborative Applicant for the Lexington Fayette County Continuum of Care and is responsible for annual development and submission of the Continuum of Care Program funding application to the U.S. Department of Housing and Urban Development for homelessness funding in the community. The LFUCG, in the role of Collaborative Applicant, has responsibility for scoring and ranking projects, submission of application for all funds, and monitoring compliance by all projects with the Homeless Management Information System. If approved by HUD, funds in an amount up to $3,866,080.00 will be used to implement community projects that reduce homelessness. These funds will be awarded directly to the various organizations from HUD. Each organization will provide the required 25% grant match from their own resources.

LFUCG will submit a grant application totaling $153,932.00 for planning purposes which will be used by the Office of Homelessness Prevention and Intervention to offset personnel and operating costs of compliance monitoring.

What is the cost in this budget year and future budget years? If the planning grant is awarded, match in the amount of $38,483.00 will be required.

The cost for this FY is: $0
The cost for future FY28 is: $38,483

Are the funds budgeted? The funds are not yet budgeted as impact would be to FY28. If approved, a BA will be initiated.
Account number: 1145-155003-0001-78201

File Number: 0683-26

Director/Commissioner: Herron/Lanter

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0686-26

File ID:	0686-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Finance
				File Created:	08/06/2026
File Name:	Sheriff's 2025 Property Tax Settlement and Quietus			**Final Action:**	

Title: Authorization to approve the Fayette County Sheriff's Settlement - 2025 Property Taxes, for taxes collected as of April 15, 2026 and grant the Sheriff a Quietus. No budgetary impact. (L0686-26)(Hensley)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memo Sheriff 2025 Prop Tax Settlement & Quietus.doc, Fayette County Sheriff April 15, 2026 Compilation Report	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Robin Adams	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0686-26

Title

Authorization to approve the Fayette County Sheriff's Settlement - 2025 Property Taxes, for taxes collected as of April 15, 2026 and grant the Sheriff a Quietus. No budgetary impact. (L0686-26)(Hensley)

Summary

Authorization to approve the Fayette County Sheriff's Settlement - 2025 Property Taxes, for taxes collected as of April 15, 2026 and grant the Sheriff a Quietus. No budgetary impact. (L0686-26)(Hensley)

Budgetary Implications: No

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: $0 (Funds were budgeted and paid in FY26 Budget)

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

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

FROM: Erin Hensley, Commissioner of Finance

DATE: August 6, 2026

SUBJECT: Sheriff's 2025 Property Tax Settlement & Quietus

Request

Authorization to: Approve the Fayette County Sheriff's Settlement – 2025 Taxes, for taxes collected as of April 16, 2025 through April 15, 2026 and to grant the Sheriff a Quietus. The settlement indicates that all taxes collected were appropriately accounted for and remitted.

Why are you requesting?

Department needs this action completed because: Approval of the settlement is required in order to comply with state statutes and grant the Sheriff a Quietus.

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

The cost for this FY is: $0 (This was budgeted and paid in FY26 Budget)

The cost for future FY is: $0

Are the funds budgeted?

The funds are budgeted

Account number:

File Number: 0686-26

Commissioner: Hensley

200 East Main St., Lexington, KY 40507 / 859.425.2255 Phone / 859.258.3385 Fax / lexingtonky.gov

SHERIFF'S SETTLEMENT AND INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

FAYETTE COUNTY SHERIFF

APRIL 15, 2026

SHERIFF'S SETTLEMENT AND INDEPENDENT
ACCOUNTANT'S COMPILATION REPORT

FAYETTE COUNTY SHERIFF

Table of Contents

Independent Accountant's Compilation Report

The Honorable Linda Gorton, Mayor,
Lexington-Fayette Urban County Government
The Honorable Kathy H. Witt,
Fayette County Sheriff
Members of the Lexington-Fayette Urban County Government

Management is responsible for the accompanying Sheriff's Settlement - 2025 Taxes (the "Statement") of the Fayette County Sheriff for the period April 16, 2025 through April 15, 2026 and the related notes to the Sheriff's Settlement in accordance with the modified cash basis of accounting, and for determining that the modified cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the Statement and the related notes, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the Statement and the related notes.

We draw attention to Note A which describes the basis of accounting. The Statement is prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Crosslin, PLLC

Nashville, Tennessee
July 29, 2026

Sheriff's Settlement - 2025 Taxes
Fayette County Sheriff
For the Period April 16, 2025 through April 15, 2026

	County Taxes		Special Taxing Districts		School Taxes		State Taxes		Downtown Taxes	
Charges										
Real estate	$ 29,988,628		$ 103,066,793		$ 318,395,235		$ 42,298,201		$ 600,627	
Tangible personal property	1,938,685		2,034,565		17,663,001		6,226,042		-	
Increase through exonerations	365		813		3,888		516		-	
Franchise taxes	1,621,810		2,648,208		15,875,633		-		-	
Additional billings	34,023		70,866		330,225		67,386		-	
Limestone, sand, and mineral reserves	-		-		-		-		-	
Penalties	59,011		188,218		615,214		87,542		2,885	
Gross Charges to Sheriff	33,642,522		108,009,463		352,883,196		48,679,687		603,512	
Credits										
Exonerations	26,297		79,700		273,270		54,129		4,532	
Discounts	573,758		1,884,650		6,039,210		864,105		9,606	
Delinquents										
Real estate	171,986		529,392		1,733,653		230,285		4,872	
Tangible personal property	23,924		23,710		217,971		76,164		-	
Additional billings	6		12		57		20		-	
Franchise taxes	8,084		8,534		78,561		-		-	
Uncollected										
Additional billings	1,012		2,630		10,328		1,862		-	
Franchise taxes	167,118		503,677		1,712,547		-		-	
Total Credits	972,185		3,032,305		10,065,597		1,226,565		19,010	
Taxes collected	32,670,337	(A)	104,977,158	(C)	342,817,599	(B)	47,453,122	(A)	584,502	(A)
Less commissions	1,388,489		2,584,756		5,142,264		2,016,758		24,841	
Taxes due	31,281,848		102,392,402		337,675,335		45,436,364		559,661	
Taxes paid	31,217,514		102,298,442		336,973,985		45,300,951		559,661	
Refunds (current and prior year)	64,603		90,285		704,209		135,719		-	
Due Districts (Refunds due Sheriff) as of Completion of Audit	$ (269)		$ 3,675		$ (2,859)		$ (306)		$ -	

See accompanying notes and independent accountant's compilation report.

Sheriff's Settlement - 2025 Taxes - Continued
Fayette County Sheriff
For the Period April 16, 2025 through April 15, 2026

(A) Commission rate of 4.25%
(B) Commission rate of 1.5%
(C) Commission rate of 1% on $57,746,875 and 4.25% on $47,230,282
(D) Special Taxing Districts

Health District	$	154
Soil Conservation District		7
Lextran		365
LFUCG		
Full/Partial Service		267
Park Fund		2,905
Extension		(23)
Total Due to LFUCG		3,149
Total Due to All Districts	$	3,675

See accompanying notes and independent accountant's compilation report.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Fund Accounting -The tax collection duties of the Fayette County Sheriff (the "Sheriff") are limited to acting as an agent for assessed property owners and taxing districts. A fund is used to account for the collection and distribution of taxes. A fund is a separate accounting entity with a self-balancing set of accounts. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

Basis of Accounting - The financial statement has been prepared on a modified cash basis of accounting, which is a special purpose framework and a basis of accounting other than accounting principles generally accepted in the United States of America. Basis of accounting refers to when charges, credits, and taxes paid are reported in the Sheriff's Statement. It relates to the timing of measurements regardless of the measurement focus.

Charges are sources of revenue which are recognized in the tax period in which they become available and measurable. Credits are reductions of revenue which are recognized when there is proper authorization. Taxes paid are uses of revenue which are recognized when distributions are made to the taxing districts and others.

The report is intended to present the Sheriff's tax collection activity for the period and is prepared in the context of Kentucky sheriff tax collection and settlement reporting requirements, including Kentucky Revised Statute ("KRS") Chapter 134, KRS 134.191 9, KRS 134.192 7, KRS 134.122 8, and KRS 133.220 5, as applicable.

Cash and Investments - At the direction of the Lexington-Fayette Urban County Government Council, Kentucky Revised Statute ("KRS") 66.480 authorizes the Sheriff's office to invest in the following, including but not limited to, obligations of the United States and of its agencies and instrumentalities, obligations and contracts for future delivery or purchase of obligations backed by the full faith and credit of the United States, obligations of any corporation of the United States government, bonds or certificates of indebtedness of this state, and certificates of deposit issued by or other interest-bearing accounts of any bank or savings and loan institution which are insured by the Federal Deposit Insurance Corporation ("FDIC") or which are collateralized, to the extent uninsured, by any obligation permitted by KRS 41.240(4).

B. DEPOSITS

The Sheriff maintained deposits of public funds with depository institutions insured by the FDIC as required by KRS 66.480(1)(d). According to KRS 41.240(4), the depository institution should pledge or provide sufficient collateral which, together with FDIC insurance, always equals or exceeds the amount of public funds on deposit. In order to be valid against the FDIC in the event of failure or insolvency of the depository institution, this pledge or provision of collateral should be evidenced by an agreement between the Sheriff and the depository institution, signed by both parties, that is (a) in writing, (b) approved by the board of directors of the depository institution or its loan committee, which approval must be reflected in the minutes of the board or committee, and (c) an official record of the depository institution.

Custodial Credit Risk Deposits - Custodial credit risk is the risk that in the event of a depository institution failure, the Sheriff's deposits may not be returned. The Sheriff does not have a deposit policy for custodial credit risk but rather follows the requirements of KRS 41.240(4). As of April 15, 2026, all deposits were covered by FDIC insurance or a properly executed collateral security agreement.

C. TAX COLLECTION PERIOD

The real and personal property tax assessments were levied as of January 1, 2025. Property taxes were billed to finance governmental services for the fiscal year ending June 30, 2026. All regular unpaid tax bills are considered delinquent as of January 1, 2026, and are subject to a 5% penalty during the month of January. Beginning February 1, 2026, all unpaid tax bills are subject to a 10% penalty and an additional 10% fee for the sheriff. The collection period for these assessments runs from October 1, 2025, through December 31, 2025, before being delinquent. In accordance with KRS 134.122, the sheriff transferred all delinquent property tax bills to the county clerk as of the close of business on April 15, 2026, or three months and fifteen days from the date the taxes were due under an alternative collection schedule.

D. INTEREST INCOME

The Sheriff earned $32,974 in interest income on 2025 taxes. This amount was used to pay account analysis and processing fees charged by the financial institutions utilized by the Sheriff's office. The Sheriff paid $24,000 in bank fees.

E. SHERIFF'S TEN PERCENT ADD-ON FEE

The Sheriff collected $615,187 of 10% add-on fees allowed by KRS 134.119(7). This amount was used to operate the Sheriff's office.

F. SUBSEQUENT EVENTS

Subsequent events have been evaluated through July 29, 2026, which represents the date the financial statement was available to be issued.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Lexington-Fayette Urban County Government

Master

File Number: 0687-26

File ID:	0687-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Environmental Quality
				File Created:	08/06/2026
File Name:	USC Schedule 2026			**Final Action:**	

Title: Authorization to proceed with the annual Urban Service Changes Process for 2026 in accordance with the proposed schedule. The public hearing will be held on Wednesday, November 10, 2026 at 3:00p.m. during Council Work Session. No budgetary impact. (L0687-26)(Dickerson/Martin)

Notes: This authorization file does not go forward, instead later new files containing the USC will go straight to 1st reading on a WCD. (Per Samantha Coleman)

Sponsors:		**Enactment Date:**	
Attachments:	BlueSheetMemoScheduleUSC2026, USC Schedule 2026	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Nathan Dickerson / Mackenzie Holt	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0687-26

Title

Authorization to proceed with the annual Urban Service Changes Process for 2026 in accordance with the proposed schedule. The public hearing will be held on Wednesday, November 10, 2026 at 3:00p.m. during Council Work Session. No budgetary impact. (L0687-26)(Dickerson/Martin)

Summary

Authorization to proceed with the annual Urban Service Changes Process for 2026 in accordance with the proposed schedule. The public hearing will be held on Wednesday, November 10, 2026 at 3:00p.m. during Council Work Session. No budgetary impact. (L0687-26)(Dickerson/Martin)

Budgetary Implications [select]: N/A

Advance Document Review:

Law: {Yes, completed by Todd Henning 7/29/26}

Risk Management: {No}

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

CHARLES MARTIN
INTERIM COMMISSIONER
ENVIRONMENTAL QUALITY & PUBLIC WORKS

LEXINGTON

TO: Linda Gorton, Mayor
Urban County Council

FROM: Charles H. Martin, P.E.
Interim Commissioner, Environmental Quality & Public Works

DATE: August 7, 2026

RE: Schedule for 2026 Urban Service Changes

Request

The Department of Environmental Quality & Public Works requests approval of the attached schedule for the 2026 Urban Services Legal Process.

Why are you requesting?

Before properties are developed within the Fayette County urban service boundary, they are generally taxed solely for Police and Fire protection (Tax District 02 - General Services). However, once a property is recorded, divided and platted for new development, the new properties are moved to the appropriate tax district for other provided services. For example, properties on public streets are placed in the full service (01) tax district that provides refuse collection, streetlights, and street sweeping. Private streets are placed within the 03 tax district, which only includes refuse collection given that property owners maintain their own streets and provide their own streetlights if desired. Property owners also can petition to add city services with a tax district change through this process.

Kentucky Law requires that the Urban County Government notify each property owner by certified mail of a proposed increase in property tax and hold a public hearing. Per the attached schedule, the public hearing will be held at 3:00 p.m. on Tuesday, November 10, 2026, during Council Work Session.

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

The cost for this FY and future years: N/ A

Law Review: Completed by Todd Henning, 7/29/26

File Number: 0687-26

Dickerson/Martin

URBAN SERVICES CHANGES - 2026 SCHEDULE

Petition Deadline	August 1, 2026
Administrative Review (Bluesheet)	August 3, 2026
Work Session Discussion	August 18, 2026
Documents Due to Law Department	August 28, 2026
Certified Mail Voting Cards to USC Voters	September 1, 2026
Notify Private Haulers of Voting Streets	September 4, 2026
Resolution First Reading	September 10, 2026
Resolution Second Reading	September 17, 2026
Publish Week 1/3	September 21, 2026
Publish Week 2/3	September 28, 2026
Certified Mail New Development	September 30, 2026
USC Voting Deadline	October 1, 2026
Publish Week 3/3	October 5, 2026
Notify Private Haulers of Voting Results	October 9, 2026
Pre-Work Session Meeting	November 10, 2026 1:00 PM to 3:00 PM
Work Session Public Hearing on Urban Service Changes	**November 10, 2026 3:00 PM**
Documents Due to Law Department	November 12, 2026
Ordinance First Reading	December 1, 2026
Ordinance Second Reading	December 3, 2026
Documentation to Budgeting/PVA	December 31, 2026

200 E. Main St
Lexington, KY 40507

File Number: 0690-26

File ID:	0690-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Housing Advocacy & Community Development
				File Created:	08/07/2026
File Name:	NAMI General Fund FY27 MOA			**Final Action:**	

Title: Authorization to execute a Memorandum of Agreement with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court, at a cost not to exceed $270,000.00, using funds allocated from the FY2027 General Fund to support the Organization's efforts to provide assistance to individuals in the Mental Health Court for the period of July 1, 2026 to June 30, 2027. Funds are budgeted. (L0690-26)(Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo NAMI FY27, (Clean Copy) FMHC NAMI General Funds FY27 .1 . 4904-9420-1531	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Tiffany Masden	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0690-26

Title

Authorization to execute a Memorandum of Agreement with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court, at a cost not to exceed $270,000.00, using funds allocated from the FY2027 General Fund to support the Organization's efforts to provide assistance to individuals in the Mental Health Court for the period of July 1, 2026 to June 30, 2027. Funds are budgeted. (L0690-26)(Lanter)

Summary

Authorization to execute a Memorandum of Agreement with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court, at a cost not to exceed $270,000.00, using funds allocated from the FY2027 General Fund to support the Organization's efforts to provide assistance to individuals in the Mental Health Court for the period of July 1, 2026

to June 30, 2027. Funds are budgeted. (L0690-26)(Lanter)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 07/07/2026
Risk Management: No

Fully Budgeted: Yes
Account Number: 1101-900349-0001-71101
This Fiscal Year Impact: $270,000.00
Annual Impact:
Project:
Activity:
Budget Reference:
Current Balance: $359,000

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 AND COMMUNITY DEVELOPMENT

DATE: August 7, 2026

SUBJECT: Memorandum of Agreement – NAMI Lexington, Inc.

Request: Authorization to execute a Memorandum of Agreement with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court, at a cost not to exceed $270,000.00, using funds allocated from the FY2027 General Fund to support the Organization's efforts to provide assistance to individuals in the Mental Health Court (the "Project").

Purpose of Request: To provide financial assistance to individuals with the Fayette County Mental Health Court program.

What is the cost in this budget year and future budget years? $270,000.00 for FY27 (July 1, 2026 – June 30, 2027). LFUCG may terminate this agreement for any reason by providing the other party with at least thirty (30) days' advance notice.

Future cost: $0

Are the funds budgeted? YES

Account number: 1101-900349-0001-71101

File Number: 0690-26

Director/Commissioner: Lanter

AGREEMENT

THIS AGREEMENT (the "Agreement"), made and entered into on the ______ day of ____________________ 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, KY 40507, on behalf of its Department for Housing Advocacy & Community Development, and **NAMI LEXINGTON (KY), INC.**, a Kentucky 501(c)(3) non-profit organization (the "Organization"), whose address is 498 Georgetown St, Suite 100, Lexington, KY 40508.

WITNESSETH

WHEREAS, Organization is a non-profit organization that provides assistance to families, caregivers, and Individuals whose life experience includes living with a serious and persistent mental illness; and

WHEREAS, the parties desire to enter this Agreement related to the operation of the Fayette Mental Health Court, at a cost not to exceed $270,000.00, using funds allocated from the Fiscal Year 2027 General Fund to support Organization's efforts to provide assistance to individuals in the Mental Health Court (the "Project").

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**. The above recitals are incorporated herein as a part of this Agreement.

2. **Term**. This Agreement shall have an effective date of July 1, 2026, and continue through June 30, 2027 (the "Term"), unless earlier terminated.

3. **Use of Funds**. Organization agrees that the Project contemplated herein shall include the activities outlined and more specifically described in **Exhibit "A"**, which is attached hereto and incorporated by reference as if fully stated herein, in a timely and professional manner (the "Activities").

4. **Funds; Method of Payment**. LFUCG shall pay Organization a total amount not to exceed **Two Hundred Seventy Thousand Dollars and 00/100 Cents ($270,000.00)** for the performance of the Activities (the "Funds").

    a. Payments shall be made on a monthly basis for the costs incurred for providing the Activities, only after receipt of monthly invoices from Organization. The Funds are limited to the Activities provided herein and may not be spent by 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.

b. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Activities have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Activities 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 Activities performed or materials provided for the Activities are inadequate or defective.

c. LFUCG also reserves the right to reject any invoice submitted for Activities more than sixty (60) days after the Activities were rendered.

5. **Reporting**. Upon request and subject to the reporting deadlines set forth herein, Organization shall provide LFUCG with financial reports and updates related to the provisions of the Activities in the form and manner reasonably specified by LFUCG.

a. Organization shall provide a quarterly report to LFUCG as follows:

Reporting Period	Reporting Deadline
July 2026-September 2026	October 15, 2026
October 2026-December 2026	January 15, 2027
January 2027-March 2027	April 15, 2027
April 2027-June 2027	July 15, 2027

b. Organization shall provide a final year-end report and financial statement which summarizes the previous year's activities regarding the Activities to LFUCG within sixty (60) days of the end of the Term, or by August 29, 2027.

6. **Termination**. LFUCG may terminate this Agreement for any reason whatsoever by providing the other party with at least thirty (30) days advance written notice. Organization shall be entitled to 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 nonperformance or default by the Organization, Government 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 Government's failure to timely pay for properly reported and accepted work. Organization shall provide Government with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

7. **Records**. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the

Activities 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.

8. **Access.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

9. **Contractual Relationship Only**. In no event shall the parties to this Agreement 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. Furthermore, Organization represents that it has, or will secure at its own expense, all fully qualified personnel required to perform the Activities.

10. **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.

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 handicapand (b) 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. **Annual Audit**. Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, 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. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

14. **Investment**. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. **Indemnification**. 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.

16. **Insurance**. 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 Government upon request. The following minimum insurance amounts are required:

Coverage	Limits
Commercial General Liability	$1 million per occurrence, $2 million aggregate
Professional (E&O) Liability	$1 million per claim
Worker's Compensation	Statutory Limits
Employer's Liability	$100,000.00

17. **No Assignment**. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

18. **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.

19. **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.

20. **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.

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

    For Organization:

    NAMI LEXINGTON, (KY), INC.
    498 Georgetown Street, Suite 100
    Lexington, Kentucky 40508
    Attn: Phil Gunning, Executive Director

    For Government:

    Lexington-Fayette Urban County Government
    200 East Main Street
    Lexington, Kentucky 40507
    Attn: Office of the Commissioner, Housing Advocacy & Community Development

22. **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.

23. **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.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month, and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: ________________________________
LINDA GORTON, MAYOR

ATTEST:

____
Clerk of the Urban County Council

NAMI LEXINGTON (KY), INC.

BY: ________________________________
PHIL GUNNING, EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this _______ day of ______________________, 2026, by Phil Gunning, Executive Director of NAMI LEXINGTON (KY), INC., a Kentucky non-profit organization.

____
Notary Public, State At Large, Kentucky

My Commission Expires: ______________

Commission Number: ________________

EXHIBIT "A"

LIST OF PROJECT ACTIVITIES

1. Creation of a participant-centered individual treatment plan for each participant in the Mental Health Court, and that plan shall include assessment of needs in the following areas: housing assistance, individual therapy, group therapy, medication management, case management, substance-abuse related therapy, support group meetings, vocational and employment assistance.

2. Receive, process, and screen all appropriate referrals for eligibility into the Mental Health Court.

3. Monitor all participants in the Mental Health Court for compliance and progress with their respective treatment plans.

4. Monitor the stability of the housing situation for all participants in the Mental Health Court.

5. Monitor all participants as they proceed through the criminal justice system.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0698-26

File ID:	0698-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Social Services
				File Created:	08/10/2026
File Name:	UK Clinical Education Agreement - Nursing Addendum & Global Lex			**Final Action:**	

Title: Authorization to execute a University of Kentucky Clinical Education Agreement with an Addendum with the College of Nursing and Global Lex to allow for the cooperation in the implementation of education experience opportunities for university students in various fields of healthcare related studies and the basis on which Global Lex will supervise students within Global Lex. No budgetary impact. The agreement begins August 1st, 2026 and will be continuous. (L0698-26)(Touchan/Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	0698-26 Bluesheet Memo UK Clinical Edu Agreement - Nursing & Global Lex, UK Clinical Edu Agreement - Nursing Addendum & Global Lex	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0698-26

Title

Authorization to execute a University of Kentucky Clinical Education Agreement with an Addendum with the College of Nursing and Global Lex to allow for the cooperation in the implementation of education experience opportunities for university students in various fields of healthcare related studies and the basis on which Global Lex will supervise students within Global Lex. No budgetary impact. The agreement begins August 1st, 2026 and will be continuous. (L0698-26)(Touchan/Allen-Bryant)

Summary

Authorization to execute a University of Kentucky Clinical Education Agreement with an Addendum with the College of Nursing and Global Lex to allow for the cooperation in the

implementation of education experience opportunities for university students in various fields of healthcare related studies and the basis on which Global Lex will supervise students within Global Lex. No budgetary impact. The agreement begins August 1st, 2026 and will be continuous. (L0698-26)(Touchan/Allen-Bryant)

Budgetary Implications: No

Advance Document Review: Law: Ella Hellmuth 8/6/26

Fully Budgeted: There are no budgetary implications with this application.

Account Number: N/A

This Fiscal Year Impact: There is no cost associated with this application.

Annual Impact: N/A

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: August 6, 2026

SUBJECT: UK Clinical Education Agreement with College of Nursing Addendum and Global Lex

---

Request:

Request Council Authorization for the Mayor to execute a University of Kentucky Clinical Education Agreement with an Addendum with the College of Nursing and Global Lex.

Purpose:

This application allows for the cooperation in the implementation of education experience opportunities for university students in various fields of healthcare related studies and the basis on which Global Lex will supervise students within Global Lex.

The term of the agreement will be from the date of Council approval, and duration of the agreement will be continuous, and may be terminated by either party by written notice 90 days prior to proposed date of termination.

Budgetary Implication:

There are no budgetary implications with this application.

Are the funds budgeted?

There is no cost associated with this application.

File Number: 0678-26

Director/Commissioner: Touchan / Kacy Allen-Bryant

CLINICAL EDUCATION AGREEMENT
BETWEEN
THE UNIVERSITY OF KENTUCKY
AND
GLOBAL LEX

This agreement between the University of Kentucky, hereinafter known as "UNIVERSITY", and Lexington-Fayette Urban County Government, hereinafter known as "AFFILIATE", located at 200 E. Main St., Lexington, Kentucky, 40507, regarding an affiliation for cooperative pursuit of their respective goals, is entered into this 1st day of August, 2026.

I. PURPOSE

The purpose of this document is to establish an agreement between the above parties in regard to their cooperation in the implementation of education experience opportunities for UNIVERSITY students in various fields of healthcare related studies. It defines the basis on which AFFILIATE will supervise students assigned for experiences within said AFFILIATE. The scope of this agreement is focused on the general activities planned and the assignment of responsibility between the parties.

II. UNIVERSITY DIVISIONS

UNIVERSITY is divided into several Colleges, Departments and Divisions comprised of students pursuing degrees in various fields of study. Prior to a student from one of UNIVERSITY's divisions accepting a rotation at AFFILIATE or any of its facilities, the parties hereto shall execute an addendum to this agreement setting forth any additional terms that may be required either by the division or its accrediting organization.

III. SCHEDULE OF ACTIVITIES

The scheduling of activities for students will be in accordance with the schedule of courses at the UNIVERSITY and will be planned in coordination with the appropriate personnel of the AFFILIATE. Student assignments, planned by the instructor in consultation with the appropriate supervisory personnel, will be selected in accordance with the particular experience and the opportunities available.

The number of students assigned to AFFILIATE and the times of rotations will be mutually agreed upon.

IV. UNIVERSITY RESPONSIBILITIES

The UNIVERSITY shall:

A. Maintain responsibility and authority for all academic and educational matters and subsequent evaluation of students.

B. Retain control of the educational program for students through faculty of the UNIVERSITY. Department chairs of the UNIVERSITY have authority to assure faculty and student access to appropriate resources, including the numbers and types of patients, for medical student education. The UNIVERSITY will regularly assess the learning environment of the Affiliate to identify any positive and negative influences on professional standards and conduct of students.

C. Provide a statement of philosophy and the objectives of curricular and clinical education.

D. Assign only such students as are, to the extent of the UNIVERSITY's knowledge, in good health at the time of reporting for assignment at AFFILIATE.

E. Forward to AFFILIATE a summary of the student's training and experience which shall include at least information on the student's general health, related education, and experience.

F. Assign students subject to the availability of the AFFILIATE's personnel for teaching and supervising.

G. Appoint an Academic Coordinator who will be the representative of the UNIVERSITY.

H. Reserve the right to revoke any assignment prior to the student's entry into the clinical education program at AFFILIATE.

I. Withdraw any student from the clinical experience at the written request of the AFFILIATE if the student's performance is unsatisfactory.

J. Consider suggestions from the AFFILIATE regarding curriculum improvements subject to curriculum committee approval.

V. AFFILIATE RESPONSIBILITIES

The AFFILIATE shall:

A. For the duration of student rotations, make available appropriate resources to facilitate student education. Students may participate in education or continuing education activities of the AFFILIATE as appropriate.

B. Provide clinical education experiences as stated in the objectives and philosophy of the UNIVERSITY and supervision appropriate to the academic and clinical level of assigned students.

C. Complete all applicable forms requested by the UNIVERSITY relating to student evaluation and information regarding the teaching site in a timely manner.

D. Request that the UNIVERSITY withdraw any student from the assigned clinical education experience, when his/her conduct or performance is deemed unsatisfactory. Said request shall be provided to the UNIVERSITY in writing.

E. Provide information and/or training on appropriate security and personal safety measures to all UNIVERSITY students and faculty assigned to AFFILIATE in all locations where instruction occurs.

F. Allow student rotations to take place at all facilities owned and/or operated by AFFILIATE, as appropriate.

VI. STUDENT RESPONSIBILITIES

The STUDENT shall:

A. Be permitted AFFILIATE holidays.

B. Have the responsibility of transportation to and from the AFFILIATE's facilities and on any reasonable special assignment by AFFILIATE.

C. Provide medical insurance or other financial means to cover him/herself as to expenses which may arise as the result of illness or injury occasioned during his/her period of clinical rotations at the AFFILIATE.

D. Acknowledge that since the STUDENT is not an employee of the UNIVERSITY or the AFFILIATE, the STUDENT is not protected by Worker's Compensation and neither the AFFILIATE nor the UNIVERSITY assumes liability for injuries or illness in the absence of a showing of gross negligence on the part of the UNIVERSITY or AFFILIATE or any of their agents.

E. Complete health forms requested by the AFFILIATE.

F. Be responsible for following administrative policies of the AFFILIATE.

G. Notify the AFFILIATE of his/her intended time of arrival and be responsible for reporting to the designated individual at the AFFILIATE on time.

H. Be responsible for his/her own housing during clinical education assignments.

I. Be subject to the rules and regulations of the AFFILIATE.

J. Not be considered an employee of the AFFILIATE, but a student in the clinical education phase of his/her professional education.

VII. STUDENT MEDICAL TREATMENT

In the event of an emergency requiring immediate attention, the AFFILIATE will contact emergency medical personnel and arrange transport to a hospital for stabilization until a family member can be reached. The UNIVERSITY shall ensure each student executes any document deemed necessary by AFFILIATE toaccept full responsibility for all costs associated with such medical care. Every reasonable effort to contact a family member will be made in an emergency. The AFFILIATE will also inform the UNIVERSITY in the event of an emergency.

VIII. FINANCE

There are no financial obligations for the function of training activities for either party while students are assigned to the AFFILIATE.

IX. EQUAL OPPORTUNITY

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. The UNIVERSITY provides equal opportunities for qualified persons in all aspects of University operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking.

X. LIABILITY

UNIVERSITY and AFFILIATE acknowledge that each is an agency or political subdivision of the Commonwealth of Kentucky and is therefore subject to the doctrines of sovereign immunity and that the UNIVERSITY is subject to the exclusive jurisdiction of the Kentucky Claims Commission for tort claims. Nothing in this Agreement shall be construed as a waiver of any immunity, limitation of liability, or statutory protection available to either party under Kentucky law.

To the extent permitted by Kentucky law, UNIVERSITY agrees to be responsible for the negligent acts or omissions of its own employees, agents, officers, and students arising out of their performance under this Agreement. Such responsibility shall be limited to the remedies available through the Kentucky Claims Commission and any applicable self-insurance or excess insurance maintained by the UNIVERSITY.

AFFILIATE shall be responsible for the negligent acts or omissions of its own employees, agents, and officers arising out of their performance under this Agreement, to the extent permitted by Kentucky law, and shall maintain medical liability insurance in the amounts deemed necessary by UNIVERSITY. The UNIVERSITY hereby acknowledges that AFFILIATE is self-insured, and that AFFILIATE'S self-insurance meets the requirements of this paragraph. Such responsibility shall be limited any applicable self-insurance or excess insurance maintained by the AFFILIATE.

Neither party shall be responsible for the willful misconduct of the other party or its personnel. Nothing in this section shall be interpreted as creating an indemnity obligation for either party that is prohibited by Kentucky law.

XI. RISK MANAGEMENT

AFFILIATE's administrator and UNIVERSITY's Office of Risk Management will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, if a UNIVERSITY student, resident, or faculty member is involved with said patient's care.

XII. CORPORATE COMPLIANCE

AFFILIATE affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. section 1320a-7b(f) or in any other state or federal government payment program. In the event that AFFILIATE is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, AFFILIATE will notify the Office of Corporate Compliance, 2333 Alumni Park Plaza, Suite 330, Lexington, Kentucky 40517 in writing, by certified mail within 48 hours after said event, and upon the occurrence of any such event, whether or not appropriate notice is given, UNIVERSITY shall immediately terminate this Agreement upon written notice.

Additionally, AFFILIATE affirms that it is aware that UNIVERSITY operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven days a week compliance Comply-Line. AFFILIATE has been informed that a copy of the UNIVERSITY compliance plan is on file in the Purchasing Office or can be viewed online at https://www.ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual and is encouraged to review the plan from time to time during the term of this Agreement. AFFILIATE recognizes that it is under an affirmative obligation under the plan to immediately report to UNIVERSITY'S Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing or directly (859) 323-8002 any actions by a UNIVERSITY agent or employee which AFFILIATE believes, in good faith, violates an ethical, professional or legal standard. It is understood that should AFFILIATE be found to have violated this obligation or any other applicable provision of the UNIVERSITY compliance plan, UNIVERSITY may, at its sole discretion, terminate this Agreement upon written notice.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be credibly alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.

XIII. HEALTH REQUIREMENTS

The UNIVERSITY requires students to be in compliance with all current University of Kentucky Medical Center immunization and tuberculin testing policies. Proof of inoculations will be provided upon request to AFFILIATE.

XIV. PERSONAL INFORMATION SECURITY

To the extent AFFILIATE receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), AFFILIATE shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UNIVERSITY's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying UNIVERSITY of a security breach relating to Personal Information in the possession of AFFILIATE or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and AFFILIATE abides by the requirements set forth in that exception; (iv) cooperating with UNIVERSITY in complying with the response, mitigation, correction, investigation, and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by AFFILIATE; and (vi) at UNIVERSITY's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

XV. NOTICE

Whenever any notice, demand or consent is required by the terms of this agreement, it shall be delivered by mail, postage prepaid to the following addresses:

If to AFFILIATE:	Global Lex 1306 Versailles Rd. Suite 110 Lexington, Kentucky, 40509
If to UNIVERSITY:	Executive Director of Strategic Healthcare Contract Initiatives University of Kentucky 317 Charles T. Wethington Building

900 South Limestone Street
Lexington, KY 40536-0200

ELECTRONIC STORAGE AND SIGNATURES

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XVI. HIPAA

Each party agrees to abide by all applicable federal and state law and regulations, including, but not limited to, the HIPAA privacy regulations set forth at 45 CFR Parts 160 and 164 (the “Privacy Rule”). Because neither party uses or discloses the Protected Health Information to perform services on behalf of the other, each party acknowledges and agrees that neither is the business associate of the other and therefore the parties are not required to enter into a business associate contract, as these terms are defined in the Privacy Rule.

XVII. NO AGREEMENT TO REFER

Notwithstanding anything contained herein to the contrary, the parties agree that neither party nor any other person has agreed to make any referral (and neither party nor any other person shall hereafter have any obligation to make any referral). Nor will either party or any other person receive or be entitled to receive any compensation from the other for any referral and the services provided shall at no time be subject to any unlawful agreement, whatsoever arising, express or implied, with respect to the referral of any patient or patients to any person or entity for the provision of health care services.

XVIII. FERPA

AFFILIATE shall maintain and protect the confidentiality of student education records as required by the Family Education Rights and Privacy Act (FERPA). Student information that is submitted by the UNIVERSITY and those records generated by AFFILIATE regarding students is confidential and shall be used only for the purposes stated in this

Agreement. AFFILIATE agrees not to share or disclose this data with any third-party outside of the purposes stated in this Agreement, unless required to do so by law or other agency regulations. AFFILIATE shall notify the UNIVERSITY in writing immediately upon learning of any such required release of records and also upon learning of any such unauthorized release of the records or the information contained therein. Failure to comply with the requirement to protect the students' education records will result in the cancellation of the Agreement and eligibility to receive any student information from the UNIVERSITY for a period of no less than five (5) years.

AFFILIATE agrees to destroy the student information with permission of the UNIVERSITY in a manner that completely protects the confidentiality of the student information or return the information to the UNIVERSITY upon the expiration of this Agreement.

XIX. TERM OF THE AGREEMENT

A. This Agreement shall be effective from the date first written above and shall be reviewed annually by UNIVERSITY's Provost or designated reviewer, and AFFILIATE's designated reviewer. The duration of the agreement shall be continuous.

B. This agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this agreement.

C. This agreement may be terminated by either party provided written notice is sent to the other party at least ninety (90) days prior to the proposed date of termination.

D. Any student currently enrolled in a rotation at the AFFILIATE's facilities at the time a notice of termination is given by either party shall have six (6) months from the time such notice is given to complete their clinical program with AFFILIATE.

XXI. MISCELLANEOUS

A. This Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

B. Nothing contained in this Agreement confers on either party the right to use the other party's name or likeness without prior written permission, or constitutes an endorsement of any commercial product or services by either party.

C. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

D. No party may assign or subcontract any portion of this Agreement without the prior written consent of the other party; provided, however, that the AFFILIATE expressly acknowledges that any assignment by the UNIVERSITY to an entity controlled by, controlling, or under common ownership with the UNIVERSITY or arising out of any merger, reorganization or consolidation of the UNIVERSITY shall not require the consent of the AFFILIATE.

E. The individuals executing this Agreement on behalf of the UNIVERSITY and the AFFILIATE hereby represent and warrant that the execution, delivery and performance of this Agreement has been approved by all requisite corporate action and such individuals have been duly authorized to execute and deliver this Agreement.

XXII. SIGNATURES

In testimony whereof, Witness the duly authorized signatures of the parties hereto to the duplicate originals:

APPROVED FOR:

UNIVERSITY OF KENTUCKY	LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
______________________________	______________________________
Robert S. DiPaola, MD Provost	Linda Gorton Mayor

4917-3887-4290, v. 1

COLLEGE OF NURSING ADDENDUM TO
CLINICAL EDUCATION AGREEMENT BETWEEN
THE UNIVERSITY OF KENTUCKY
AND
GLOBAL LEX

This addendum supplements the Clinical Education Agreement, the AGREEMENT, between the University of Kentucky, the UNIVERSITY, and Global Lex, the AFFILIATE, dated 1st day of August, 2026. It sets forth the terms and conditions upon which University of Kentucky, College of Nursing, hereinafter DIVISION, students may undertake clinical learning experiences at the facilities of AFFILIATE.

I. ADDITIONS TO THE AGREEMENT

The following terms are added to Section IV of the Agreement and pertain only to students of DIVISION:

K. DIVISION shall be responsible for supervision of student activities; the degree of supervision of student activities shall be more specifically set forth for individual courses which will be provided.

L. DIVISION shall coordinate student experience with appropriate organization activities to facilitate optimum patient care.

The following terms are added to Section V of the Agreement and pertain only to students of DIVISION:

G. AFFILIATE shall provide staff time for planning with UNIVERSITY faculty for suitable student experiences.

H. AFFILIATE shall retain its usual responsibilities relative to nursing care of patients.

I. AFFILIATE shall clearly define the roles of all preceptors at its facilities.

J. AFFILIATE acknowledges that DIVISION's program is accredited by the Commission on Collegiate Nursing Education (CCNE). AFFILIATE agrees to adhere to all standards and practices that are now or during the term of this agreement may be required by CCNE for DIVISION's program to maintain or renew its accreditation status with CCNE. AFFILIATE shall allow DIVISION faculty to evaluate preceptors in a clinical setting and to provide said evaluations to CCNE upon its request.

The following terms are added to Section VI of the Agreement and pertain only to students of DIVISION:

J. STUDENTS shall function under the supervision of a DIVISION faculty member. The degree of supervision shall be specifically set forth for individual courses.

K. STUDENTS shall report anticipated absences to DIVISION faculty and AFFILIATE the evening prior to the missed clinical experience.

Except as modified by this Addendum, the Agreement shall continue in force and effect in accordance with its terms. In the event of a conflict between this Addendum and the Agreement, the provisions of this Addendum shall govern.

II. SIGNATURES

In Testimony whereof, witness the duly authorized signatures of the parties hereto to the duplicate originals.

UNIVERSITY OF KENTUCKY	GLOBAL LEX
______________________________	______________________________
Robert S. DiPaola, MD Provost	Basel Touchan Executive Director
______________________________	
Gwen Moreland, DNP, RN, NEA-BC Acting Dean, College of Nursing	

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0699-26

File ID:	0699-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Finance
				File Created:	08/10/2026
File Name:	Ordinance General Obligation (GO) 2026B			**Final Action:**	

Title: Authorization to approve the Sale and Issuance of the Lexington-Fayette Urban County Government Various Purpose General Obligation, Series 2026B in an aggregate principal amount not to exceed $9,740,000 (which may be increased by 10%). The anticipated debt service cost for FY 2027 is approximately $1,423,775. Funds are budgeted. (L0699-26)(Hensley)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memo FY 27 GO 2026B ordinance authorizing issuance and sale of bonds.pdf, Ordinance (New Money - LFUCG - 2026B - GO (2026) (70413563.1).docx	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Erin Hensley	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0699-26

Title

Authorization to approve the Sale and Issuance of the Lexington-Fayette Urban County Government Various Purpose General Obligation, Series 2026B in an aggregate principal amount not to exceed $9,740,000 (which may be increased by 10%). The anticipated debt service cost for FY 2027 is approximately $1,423,775. Funds are budgeted. (L0699-26)(Hensley)

Summary

Authorization to approve the Sale and Issuance of the Lexington-Fayette Urban County Government Various Purpose General Obligation, Series 2026B in an aggregate principal amount not to exceed $9,740,000 (which may be increased by 10%). The anticipated debt service cost for FY 2027 is approximately $1,423,775. Funds are budgeted. (L0699-26)

(Hensley)
Budgetary Implications [select]: Yes
Advance Document Review:
Law: { Select Yes/No, Completed by [Yes, Completed by Dave Barberie, July 29th,2026]}
Risk Management: No
Fully Budgeted: Yes

Account Number: 1101-141401-1680-78402

This Fiscal Year Impact: $1,423,775
Annual Impact: $1,186,675 yearly Debt Service for 10 years
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO:	Mayor Linda Gorton Members, Urban County Council
FROM:	Erin Hensley, Commissioner of Finance
DATE:	August 6th, 2026
SUBJECT:	Authorization for Issuance and Sale of the FY27 GO 2026B Various Purpose Project Bonds.

Request
Authorization to: Approve the Sale and Issuance of the Lexington-Fayette Urban County Government Various Purpose General Obligation, Series 2026B in an aggregate principal amount of $9,740,000 (which may be increased by 10%).

Why are you requesting?
Department needs this action completed because: This Ordinance will permit the sale of the 2026B Various Purpose General Obligation Bonds of which the bond proceeds will provide funding including, but not limited to (i) road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, and various other improvements within departments of the Lexington-Fayette Urban County Government (collectively, the "Series 2026B Project"), and (ii) paying certain costs related to the issuance of the Series 2026B Bonds (collectively known as the "Series 2026B Project").

What is the cost in this budget year and future budget years?
The cost for this FY is: $1,423,775

The cost for future FY is: $1,186,675 annually for 10 years.

Are the funds budgeted?

The funds are budgeted.

Account number: 1101-141401-1680-78402

File Number: 0699-26
Commissioner: Erin Hensley

ORDINANCE NO. _______

AN ORDINANCE OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING THE ISSUANCE OF ITS VARIOUS PURPOSE GENERAL OBLIGATION BONDS, SERIES 2026B, IN ONE OR MORE SUBSERIES, IN AN AGGREGATE PRINCIPAL AMOUNT OF $9,740,000 (WHICH AMOUNT MAY BE INCREASED BY AN AMOUNT OF UP TO TEN PERCENT (10%) OR DECREASED BY AN UNLIMITED AMOUNT); APPROVING A FORM OF SERIES 2026B BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE SERIES 2026B BONDS; AUTHORIZING AND DIRECTING THE FILING OF NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE SERIES 2026B BONDS; MAINTAINING A SINKING FUND; CREATING A BOND PAYMENT FUND FOR THE SERIES 2026B BONDS; AUTHORIZING ACCEPTANCE OF THE BID(S) OF THE BOND PURCHASER OF THE SERIES 2026B BONDS; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, the Lexington-Fayette Urban County Government has previously determined the necessity of financing the acquisition of various projects for departments within the Lexington-Fayette Urban County Government, including, but not limited to (i) road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, and various other improvements within departments of the Lexington-Fayette Urban County Government (collectively, the "Series 2026B Project"), and (ii) paying certain costs related to the issuance of the Series 2026B Bonds; and

WHEREAS, pursuant to the Constitution and laws of the Commonwealth of Kentucky, and particularly KRS 66.011 et. seq. (the "Act"), an urban county government may issue bonds, subject to the requirements of the Act, to pay all or any portion of the costs of the Series 2026B Project; and

WHEREAS, the Lexington-Fayette Urban County Government has determined that it is in the best interests of the Lexington-Fayette Urban County Government that the Series 2026B Project should be financed and refinanced through the issuance of Lexington-Fayette Urban County Government Various Purpose General Obligation Bonds, Series 2026B, in one or more subseries on a tax-exempt or taxable basis as hereinafter provided, in an aggregate principal amount of $9,740,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount) (the "Series 2026B Bonds") to be sold and awarded to the successful bidder(s) (the "Purchaser(s)") at public, competitive sale in accordance with the provisions of Chapter 424 of the Kentucky Revised Statutes, as amended;

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

SECTION 1. Necessity, Authorization and Purpose of General Obligation Bonds. The Lexington-Fayette Urban County Government hereby declares that it is necessary to issue and authorizes the issuance of its Various Purpose General Obligation Bonds, Series 2026B, in one or more subseries, on a tax-exempt or taxable basis, in a principal amount of $9,740,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount) (the "Permitted Adjustment"). The exact principal amount of the Series 2026B Bonds and the designation of one or more subseries, on a taxable or tax-exempt basis, shall be set forth the Certificate of Award to be executed by the Mayor of the Lexington-Fayette Urban County Government (the "Certificate of Award") awarding the Series 2026B Bonds to the Purchaser and establishing the interest rate or rates on the Series 2026B Bonds. The Series 2026B Bonds are being issued for the purpose of (i) financing the Series 2026B Project and (ii) paying certain costs of issuance with respect to the Series 2026B Bonds.

The Series 2026B Bonds shall be offered for sale in accordance with the provisions hereof, and the determination of the best bids for the Series 2026B Bonds shall be made on the basis of all bids submitted for $9,740,000 principal amount of Series 2026B Bonds; provided however, the Permitted Adjustments are reserved by the Lexington-Fayette Urban County Government hereunder, with such increases to be made in any principal maturity so that the total principal amount of Series 2026B Bonds awarded to the best bidder may be a maximum of $10,710,000. In the event of any such Permitted Adjustment, no rebidding or recalculation of a submitted bid will be required or permitted; the price at which such adjusted principal amount of Series 2026B Bonds will be sold shall be at the same price per $1,000 of Series 2026B Bonds as the price per $1,000 of the $9,740,000 of Series 2026B Bonds bid.

SECTION 2. Form. The Series 2026B Bonds shall be issued in fully registered form, shall be designated "Various Purpose General Obligation Bonds, Series 2026B," or such other designation as provided for in the Certificate of Award. The Series 2026B Bonds shall express upon their faces the purpose for which they are issued and that they are issued under the Act and shall be substantially in the form set forth in ***Annex A***, in accordance with the terms set forth in the Certificate of Award.

The Series 2026B Bonds shall be in denominations as requested by the Purchaser, which shall be in multiples of five thousand dollars ($5,000) or any integral multiple thereof. The Series

2026B Bonds shall be dated their date of issuance and delivery or such other date as is determined in the Certificate of Award.

Interest on the Series 2026B Bonds shall be payable no less frequently than semi-annually on the dates set forth in the Certificate of Award (an "Interest Payment Date") at the stated interest rate or rates on the principal amount thereof. The Series 2026B Bonds shall be serial or term bonds maturing, or subject to optional and/or mandatory sinking fund redemption annually on the dates, in the years and in the amounts to be established in the Certificate of Award after advertised competitive sale of the Series 2026B Bonds based on the interest rates bid in the successful bids (the "Bids") and the provisions of this Section 2, provided that the final maturity date of the Series 2026B Bonds shall be as set forth in the Certificate of Award but shall be no later than ten years from their date of initial issuance. The interest rate or rates on the Series 2026B Bonds shall be determined in the Certificate of Award based on the Bids; provided that the aggregate net interest cost of the Series 2026B Bonds shall not exceed seven percent (7.00%).

The Series 2026B Bonds may contain such additional extraordinary optional or mandatory redemption provisions as may, upon the advice of the Lexington-Fayette Urban County Government's Municipal Advisor and Bond Counsel (both as hereinafter defined), be necessary to accomplish the financial objectives of the Lexington-Fayette Urban County Government and/or achieve compliance with any provisions of the Internal Revenue Code of 1986, as amended. The Mayor is hereby authorized and directed to administratively approve any such additional extraordinary optional or mandatory redemption provisions, and the execution of the Certificate of Award shall constitute conclusive evidence of the approval of such additional provisions.

At least thirty (30) days before the redemption date of any Series 2026B Bonds subject to optional or mandatory redemption, U.S. Bank Trust Company, National Association, Louisville, Kentucky (the "Paying Agent and Registrar") shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar (as hereinafter defined), to be mailed, first class, postage prepaid, to all registered owners of the Series 2026B Bonds to be redeemed in whole or in part at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Series 2026B Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Series 2026B Bonds of a subseries being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Series 2026B Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the applicable bond payment fund by the Paying Agent and Registrar for the registered owners of the Series 2026B Bonds to be redeemed, the Series 2026B Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2026B Bonds on such date, interest on the Series 2026B Bonds so called for redemption shall cease to accrue, and the registered owners of such Series 2026B Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

SECTION 3. Execution and Delivery. The Series 2026B Bonds shall be executed by the manual or facsimile signature of the Mayor and duly attested by the manual or facsimile signature of the Urban County Council Clerk (which, together with any other person as may be authorized by ordinance/resolution are referred to as "Designated Officers") and shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar for the Series 2026B Bonds. The Designated Officers are further authorized and directed to deliver the Series 2026B Bonds to the Purchaser, upon the terms and conditions provided herein, in the Certificate of Award and in the Bids, receive the proceeds therefor, execute and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate in order to effectuate the proper issuance, sale and delivery of the Series 2026B Bonds.

The Lexington-Fayette Urban County Government authorizes and directs the Paying Agent and Registrar to authenticate the Series 2026B Bonds and to deliver the Series 2026B Bonds to the Purchaser following execution of the Certificate of Award and payment of the purchase price thereof.

SECTION 4. Payment. Payment of or on account of the interest on and principal of the Series 2026B Bonds shall be made directly to the Paying Agent and Registrar for the account of the registered owner. Interest on the Series 2026B Bonds shall be payable by check, mailed to the person whose name appears on the fifteenth day preceding an Interest Payment Date on the bond registration records as the registered owner, on each Interest Payment Date or by other transfer of funds acceptable to such registered owner and the Paying Agent and Registrar. Principal shall be payable in such coin or currency of the United States of America as shall be legal tender for the payment of public and private debts at the time and place of payment upon delivery of the Series 2026B Bonds to the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026B Bonds to the extent of the sum or sums so paid.

SECTION 5. Filing and Approvals. The Designated Officers are hereby authorized to undertake and cause all filings of notices or information, which may be required by law to be filed or obtained by the Lexington-Fayette Urban County Government, including, but not limited to, filings with the State Local Debt Officer as required by law.

SECTION 6. Bond Payment Fund, Payment of Series 2026B Bonds. There is hereby established with the Paying Agent and Registrar a bond payment fund in the name of the Lexington-Fayette Urban County Government to be known as Various Purpose General Obligation Bonds, Series 2026B Bond Payment Fund (the "Bond Payment Fund"), into which the Lexington-Fayette Urban County Government covenants to deposit, and into which the Designated Officers are hereby authorized and directed to deposit from the Sinking Fund (hereinafter defined), on or before the twenty-fifth day of each month which precedes an Interest Payment Date, the amount required to pay principal of and interest due on the Series 2026B Bonds on such Interest Payment Date. The Paying Agent and Registrar is further directed to establish such additional subaccounts within the Bond Payment Fund as may be necessary in connection with the issuance of multiple subseries of the Series 2026B Bonds. The Paying Agent and Registrar shall, without further authorization from the Lexington-Fayette Urban County Government, withdraw from the Bond Payment Fund, on such Interest Payment Date, the amounts necessary to pay principal of, and interest on the Series 2026B Bonds to the registered owners of the same.

The Paying Agent and Registrar is hereby appointed depository of the Bond Payment Funds with respect to the Series 2026B Bonds.

If the Lexington-Fayette Urban County Government shall fail or refuse to make any required deposit in the Bond Payment Fund from the Sinking Fund, the Paying Agent and Registrar shall (i) notify any agency of the Commonwealth of Kentucky or any political subdivision thereof which may collect and distribute taxes or revenues for the Lexington-Fayette Urban County Government to seek any available necessary or proper remedial action; and (ii) upon being indemnified against cost and expense, exercise any remedy provided in the Act or at law or in equity for the benefit of the owner of the Series 2026B Bonds or its assignee, and shall disburse all funds so collected to the owners of the Series 2026B Bonds as payment of the Series 2026B Bonds.

SECTION 7. General Obligation; Maintenance of Sinking Fund. The Series 2026B Bonds shall be full general obligations of the Lexington-Fayette Urban County Government and, for the payment of said Series 2026B Bonds and the interest thereon, the full faith, credit and revenue of the Lexington-Fayette Urban County Government are hereby pledged for the prompt payment thereof. During the period the Series 2026B Bonds are outstanding, there shall be and there hereby is levied on all the taxable property in Lexington, Fayette County, Kentucky in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Series 2026B Bonds when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof provided, however, that in each year to the extent that the other lawfully available funds of the Lexington-Fayette Urban County Government are available for the payment of the Series 2026B Bonds and are appropriated for such purpose, including the proceeds of the Series 2026B Bonds, the amount of such direct tax upon all of the taxable property in the Lexington-Fayette Urban County Government shall be reduced by the amount of such other funds so available and appropriated.

There has previously been established with the Lexington-Fayette Urban County Government a sinking fund (the “Sinking Fund”). The funds derived from said tax levy hereby required or other lawfully available funds shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of the interest on and principal of all bonds issued under the Act and tax-supported leases, as defined in the Act, when and as the same fall due. Amounts shall be transferred from the Sinking Fund to each Bond Payment Fund at the times and in the amounts required by Section 7.

SECTION 8. Sale of Bonds; Certificate of Award. The Designated Officers are hereby directed to sell the Series 2026B Bonds to the Purchasers at advertised competitive sale, the final principal amount of, the principal amortization of, the interest payment dates and the interest rate or rates on the Series 2026B Bonds to be established in accordance with the requirements of Sections 1, 2 and 3 hereof and the Certificate of Award.

SECTION 9. Registered Owner; Transfer; Exchange. As long as the Series 2026B Bonds executed and delivered hereunder shall remain outstanding, the Paying Agent and Registrar shall maintain an office for the registration of such Series 2026B Bonds and shall also keep at such office books for such registration and transfers. The registered owner of the Series 2026B Bonds, as set forth in the registration books maintained by the Paying Agent and Registrar on the fifteenth day preceding an Interest Payment Date, or its assignees, for purposes of this Bond Ordinance, to the extent of its interest, shall be treated as the owner of the Series 2026B Bonds and shall be entitled to all rights and security of the owner of the Series 2026B Bonds hereunder.

Upon surrender for registration of transfer of the Series 2026B Bonds at the office of the Paying Agent and Registrar with a written instrument of transfer satisfactory to the Paying Agent and Registrar, duly executed by the registered owner or the registered owner's duly authorized attorney, the Paying Agent and Registrar shall execute and deliver, in the name of the designated transferee or transferees, one or more Series 2026B Bonds of the same series or subseries of any authorized denomination and of a like tenor and effect.

All Series 2026B Bonds, upon surrender thereof at the office of the Paying Agent and Registrar, may, at the option of the registered owner thereof be exchanged for an equal aggregate principal amount of Series 2026B Bonds of the same series or subseries of any authorized denomination.

In all cases in which the privilege of exchanging or transferring Series 2026B Bonds is exercised, the Paying Agent and Registrar shall execute and deliver Series 2026B Bonds in accordance with the provisions of this Section. Every such exchange or transfer of Series 2026B Bonds, whether temporary or definitive, shall be without charge; provided that the Paying Agent and Registrar may impose a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

SECTION 10. Book-entry System. For purposes of this Bond Ordinance, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Series 2026B Bonds may be transferred only through a book entry, and (ii) physical Bond certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Series 2026B Bonds "immobilized" to the custody of the Depository, and the book entry maintained by others than the Lexington-Fayette Urban County Government or the Paying Agent and Registrar is the record that identifies the owners of beneficial interests in those Bonds and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Series 2026B Bonds or principal and interest, and to effect transfers of Series 2026B Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Series 2026B Bonds may be initially issued to a Depository for use in a book entry system, and the provisions of this Section 10 shall apply to such Series 2026B Bonds, notwithstanding any other provision of this Bond Ordinance. If and as long as a book entry system is utilized with respect to any such Bonds: (i) there shall be such number of Series 2026B Bonds of each maturity as the Depository shall specify; (ii) those Series 2026B Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Series 2026B Bonds in book entry form shall have no right to receive Series 2026B Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Series 2026B Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Series 2026B Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Urban County Council. Debt service charges on Series 2026B Bonds in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in the Lexington-Fayette Urban County Government's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Series 2026B Bonds as provided in this Bond Ordinance.

The Paying Agent and Registrar may, with the approval of the Lexington-Fayette Urban County Government, enter into an agreement with the beneficial owner or registered owner of any

Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Series 2026B Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Bond Ordinance, without prior presentation or surrender of the Series 2026B Bond, upon any conditions which shall be satisfactory to the Paying Agent and Registrar and to the Lexington-Fayette Urban County Government. That payment in any event shall be made to the person who is the registered owner of that Series 2026B Bond on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for Series 2026B Bonds and to the Lexington-Fayette Urban County Government. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Bond Ordinance.

The Mayor of the Lexington-Fayette Urban County Government is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the Lexington-Fayette Urban County Government a letter agreement among the Lexington-Fayette Urban County Government, the Paying Agent and Registrar and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Series 2026B Bonds to the Depository for use in a book entry system.

If any Depository determines not to continue to act as depository for the Series 2026B Bonds for use in a book entry system, the Lexington-Fayette Urban County Government and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this Bond Ordinance. If the Lexington-Fayette Urban County Government and the Paying Agent and Registrar do not or are unable to do so, the Lexington-Fayette Urban County Government and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Series 2026B Bonds from the Depository and authenticate and deliver Series 2026B Bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Series 2026B Bonds), if the event is not the result of action or inaction by the Urban County Council or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 11. Disposition of Proceeds. The proceeds of the sale of the Series 2026B Bonds shall be deposited, together with other available funds of the Lexington-Fayette Urban County Government, as follows: (a) accrued interest, if any, shall be deposited to the Series 2026B Bond Payment Fund created in Section 6 hereof; (b) into an acquisition account for the Series 2026B Bonds (the "Lexington-Fayette Urban County Government Series 2026B Acquisition Account") to be held by the Lexington-Fayette Urban County Government and used to pay the costs of the Series 2026B Project; (c) an amount sufficient to pay the costs of issuing the Series 2026B Bonds (the "Series 2026B Cost of Issuance Fund") shall be held by the Lexington-Fayette Urban County Government and used to pay the costs of issuance of the Series 2026B Bonds.

SECTION 12. Appointment and Engagement of Bond Counsel. This Urban County Council hereby retains Dinsmore & Shohl, LLP, as its bond and disclosure counsel ("Bond Counsel"), to provide the Issuer with its services in connection with the issuance, sale, and delivery of the Series 2026B Bonds. Bond Counsel shall be paid a fee of $3.00 per $1,000 of Series 2026B Bonds issued, inclusive of related expenses, provided, however, that publication expenses and transcripts incurred by Bond Counsel shall be reimbursed separately. Such services as Bond Counsel shall include the additional research, tax and disclosure analysis and other debt related research for the Lexington-Fayette Urban County Government. A Designated Officer is hereby authorized and directed to execute and deliver on behalf of the Issuer any appropriate agreements and/or engagement letters in connection with such appointment.

SECTION 13. Municipal Advisor. Robert W. Baird & Co. Incorporated (the "Municipal Advisor") is hereby appointed Municipal Advisor to the Lexington-Fayette Urban County Government in connection with the issuance, sale and delivery of the Series 2026B Bonds. The Municipal Advisor shall be paid a fee of $4.00 per $1,000 of Series 2026B Bonds issued, inclusive of related expenses. A Designated Officer is hereby authorized and directed to execute and deliver on behalf of the Issuer any appropriate agreements and/or engagement letters in connection with such appointment.

SECTION 14. Discharge of Bond Ordinance. If the Lexington-Fayette Urban County Government shall pay or cause to be paid, or there shall otherwise be paid, to the owners of the Series 2026B Bonds the total principal and interest due or to become due thereon through maturity, in the manner stipulated therein and in this Bond Ordinance, then the pledges made under this Bond Ordinance, and all covenants, agreements and other obligations of the Lexington-Fayette

Urban County Government hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

SECTION 15. Restriction on Use of Proceeds. This Urban County Council for and on behalf of the Lexington-Fayette Urban County Government hereby covenants that it will restrict the use of the proceeds of the Series 2026B Bonds hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code, and the regulations prescribed thereunder. The Mayor or any other officer having responsibility with respect to the issuance of the certificates, is authorized and directed to give an appropriate certificate on behalf of the Lexington-Fayette Urban County Government, on the date of delivery of the Series 2026B Bonds, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Series 2026B Bonds are <u>not</u> designated "qualified tax-exempt obligations" for the purposes set forth Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

SECTION 16. Severability. If any one or more of the provisions of this Bond Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

SECTION 17. Inconsistent Actions. All prior ordinances, resolutions or parts thereof inconsistent herewith are hereby repealed.

SECTION 18. Open Meetings Compliance. All meetings of the Urban County Council Court and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Series 2026B Bonds were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.810, 61.815, 61.820 and 61.825.

SECTION 19. Effective Date. This Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

INTRODUCED AND GIVEN FIRST READING at a duly convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government on the ____ day of ___________________________, 2026.

GIVEN SECOND READING, ENACTED AND ADOPTED at a duly convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government on the _______ day of ____________________________, 2026.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: ____
Linda Gorton
Mayor

ATTEST:

By: ____
Abigail Allan
Urban County Council Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Urban County Council Clerk of the Lexington-Fayette Urban County Government, and as such Urban County Council Clerk, I further certify that the foregoing is a true, correct and complete copy of a Bond Ordinance duly enacted by the Urban County Council of the Lexington-Fayette Urban County Government at a duly convened meeting held on the ______ day of _________________, 2026, signed by the Mayor and now in full force and effect, all as appears from the official records of the Lexington-Fayette Urban County Government in my possession and under my control.

WITNESS my hand and the seal of said Urban County Government as of the ______ day of _________________, 2026.

____
Urban County Council Clerk

[SEAL]

CERTIFICATE

I do hereby certify that the title to this enactment contains an accurate synopsis of the contents thereof and may be used to satisfy the reading and publication requirements of law.

DINSMORE & SHOHL LLP

By: _____________________________________
John C. Merchant, Esq.
Attorney at Law

ANNEX A
FORM OF SERIES 2026B BOND

COMMONWEALTH OF KENTUCKY
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
VARIOUS PURPOSE GENERAL OBLIGATION BOND, SERIES 2026B

No. R-__

Maturity Date	CUSIP Number	Interest Rate	Bond Date	Interest Payment Dates
__________ 1,____	________	_____%	______________, 2026	[___________ 1 and ___________ 1]

REGISTERED HOLDER: ____

PRINCIPAL AMOUNT: $________
_______________ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS: That the Lexington-Fayette Urban County Government for value received, hereby acknowledges itself obligated to, and promises to pay to the registered holder identified above, or registered assigns, the principal sum identified above (or, if any part thereof has been paid, the balance thereof remaining unpaid), on the maturity date specified above, and to pay interest on said principal sum (or, if any part thereof has been paid, the balance thereof remaining unpaid) from the date hereof, payable each June 1 and December 1, commencing December 1, 2026, at the Interest Rate per annum identified above, except as the provisions hereinafter set forth with respect to prior redemption may be and become applicable hereto. The principal of and interest on this bond are payable, without deduction for exchange, collection, or service charges, in lawful money of the United States of America. Principal is payable at the principal office of the U.S. Bank Trust Company, National Association, Louisville, Kentucky, or another financial institution as provided in the Certificate of Award or any successor (the "Paying Agent and Registrar") or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. All interest on this bond and principal payable prior to the final maturity date shall be payable by check or draft mailed or via wire transfer to the record date registered holder hereof at the address shown on the registration records kept by the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. The record date shall be the fifteenth day of the month preceding each interest payment date.

This bond is one of an issue of Various Purpose General Obligation Bonds, Series 2026B (the "Series 2026B Bonds") of like tenor and effect, except as to denomination and maturity, numbered from R-1 upward, inclusive, of the denomination of $5,000 or any integral multiple thereof originally aggregating ___________________________________ dollars ($_________) in principal amount, issued for the purpose of financing the acquisition of various projects for departments within the Lexington-Fayette Urban County Government, including, but not limited to (i) road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, and various other improvements within departments of the Lexington-Fayette Urban County Government (collectively, the "Series 2026B Project"), and (ii) paying the costs of issuance of the Series 2026B Bonds, all pursuant to and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the Urban County Council of the Lexington-Fayette Urban County Government on the _______ day of __________________, 2026 (the "Bond Ordinance") upon the affirmative vote of at least a majority of the members of its Urban County Council at a public meeting duly and regularly held and after filing proper notice with the State Local Debt Officer of the Commonwealth of Kentucky.

This Series 2026B Bond and the issue of which it forms a part is a general obligation of the Lexington-Fayette Urban County Government and the full faith, credit and revenue of the Lexington-Fayette Urban County Government are pledged to the payments due hereunder. THIS SERIES 2026B BOND IS CONTINUALLY SECURED BY THE FAITH, CREDIT AND REVENUE OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

The Series 2026B Bonds mature on the first day of June of the following years, in the principal amounts and bear interest at the following rates of interest:

Year (June 1)	**Amount**	**Interest Rate**
2027	$ 1,130,000	
2028	795,000	
2029	835,000	
2030	870,00	
2031	910,000	
2032	950,000	
2033	995,000	
2034	1,035,000	
2035	1,085,000	
2036	1,135,000	
TOTAL	$9,740,000	

****

Optional Redemption. The Series 2026B Bonds maturing on and after June 1, 2035 shall be subject to optional redemption prior to their maturity on any date on or after June 1, 2034, in whole or in part, in inverse order of maturity and by lot within a maturity, at the election of the Lexington-Fayette Urban County Government upon 45 days' written notice to the Paying Agent and Registrar at a redemption price equal to 100% of the principal amount redeemed plus accrued interest to the date fixed for redemption.

Notice of Redemption. At least thirty (30) days before the optional redemption date of any Series 2026B Bonds the Paying Agent and Registrar shall cause a notice of such redemption signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Series 2026B Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Series 2026B Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Series 2026B Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Series 2026B Bonds to be redeemed.

On the date so designated for redemption, notice having been published in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Series 2026B Bond Payment Fund by the Paying Agent and Registrar for the registered owners of the Series 2026B Bonds to be redeemed, the Series 2026B Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2026B Bonds on such date, interest on the Series 2026B Bonds so called for redemption shall cease to accrue, and the registered owners of such Series 2026B Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

****

No recourse shall be had for the payment of the principal of or the interest on this Series 2026B Bond, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the Lexington-Fayette Urban County Government, as such, either directly or through the Lexington-Fayette Urban County Government, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Series 2026B Bond.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Series 2026B Bond, or in the creation of the obligations of which this Series 2026B Bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law; that the faith, credit and revenue of the Lexington-Fayette Urban County Government are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Series 2026B Bond is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Series 2026B Bond as it falls due and to provide for the redemption of this Series 2026B Bond at maturity or upon earlier redemption.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government has caused this Series 2026B Bond to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its Urban County Council Clerk and an impression or facsimile of the Lexington-Fayette Urban County Government's seal to be imprinted hereon, as of the date set forth above.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: ___________________________________

Linda Gorton
Mayor

(SEAL)

Attest:

By: ___________________________________

Abigail Allan
Clerk of the Urban County Council

CERTIFICATE OF AUTHENTICATION

This is to certify that this Series 2026B Bond is one of the Series 2026B Bonds described hereinabove.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: ___________________________________
Name:
Title:

Date of Authentication: _____________

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of CEDE & Co or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to CEDE & Co, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, CEDE & Co, has an interest herein.

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Dinsmore & Shohl LLP, Attorneys, Lexington, Kentucky, regarding the issue of which the within Series 2026B Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

____
Urban County Council Clerk

[INSERT FORM OF APPROVING OPINION]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

____

(please print or typewrite social security number or other identifying number and name and address of transferee)

the within Series 2026B Bond and does hereby irrevocably constitute and appoint ____ or its successor as Paying Agent and Registrar to transfer the said Series 2026B Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _________

____

Notice: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Series 2026B Bond in every particular, without alteration or enlargement or any change whatever.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0700-26

File ID:	0700-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Finance
				File Created:	08/10/2026
File Name:	Resolution Advertisement of Bids General Obligation (GO) 2026B			**Final Action:**	

Title: Authorization to approve the advertisement for bids and the distribution of a Preliminary Official Statement for the purchase of the principal amount of its various purpose General Obligation Bonds, Series 2026B, in an aggregate principal amount of $9,740,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount). Funds are budgeted. (L0700-26)(Hensley)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memo FY 27 GO 2026B resolution authorizing advertisement for bids..pdf, Resolution re Ad for Bids (New Money) - LFUCG - 2026B - GO - (2026) (70413934.1).docx	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Erin Hensley	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0700-26

Title

Authorization to approve the advertisement for bids and the distribution of a Preliminary Official Statement for the purchase of the principal amount of its various purpose General Obligation Bonds, Series 2026B, in an aggregate principal amount of $9,740,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount). Funds are budgeted. (L0700-26)(Hensley)

Summary

Authorization to approve the advertisement for bids and the distribution of a Preliminary Official Statement for the purchase of the principal amount of its various purpose General Obligation Bonds, Series 2026B, in an aggregate principal amount of $9,740,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount). Funds are budgeted. (L0700-26)(Hensley)

Budgetary Implications]: NO

Advance Document Review:

Law: Yes, Completed by Dave Barberie, July 29th,2026

Risk Management: No

Fully Budgeted: Cost is included in the Issuance of the bonds per the ordinance authorizing the sale of the bonds

Account Number: N/A

This Fiscal Year Impact: $0

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Erin Hensley, Commissioner of Finance

DATE: August 6th, 2026

SUBJECT: Resolution to authorize advertisement for bids for the FY27 GO 2026B Various Purpose Project Bonds

---

Request

Authorization to: Approve advertisement of bids, as well as distribution of a Preliminary Official Statement, for the purchase of the Lexington-Fayette Urban County Government Various Purpose General Obligation, Series 2026B in an aggregate principal amount of $9,740,000 (which may be increased by 10%).

Why are you requesting?

Department needs this action completed because: Required component of the Issuance of the FY 2027 GO 2026B CIP Bonds.

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

The cost for this FY is: Cost is included in the Issuance of the Bonds per the Ordinance Authorizing the sale of the bonds

The cost for future FY is: None

Are the funds budgeted?

The funds are budgeted

Account number: 1101-141401-1680-78402

File Number: 0700-26
Director/Commissioner: Erin Hensley

RESOLUTION NO. __________

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING THE ADVERTISEMENT FOR BIDS AND THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE PURCHASE OF THE PRINCIPAL AMOUNT OF ITS VARIOUS PURPOSE GENERAL OBLIGATION BONDS, SERIES 2026B, IN AN AGGREGATE PRINCIPAL AMOUNT OF $9,740,000 (WHICH AMOUNT MAY BE INCREASED BY AN AMOUNT OF UP TO TEN PERCENT (10%) OR DECREASED BY AN UNLIMITED AMOUNT)

WHEREAS, the Lexington-Fayette Urban County Government has previously determined the necessity of financing the acquisition of various projects for departments within the Lexington-Fayette Urban County Government, including, but not limited to (i) road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, and various other improvements within departments of the Lexington-Fayette Urban County Government (collectively, the "Series 2026B Project") and (ii) paying certain costs related to the issuance of the Series 2026B Bonds.; and

WHEREAS, the Lexington-Fayette Urban County Government has determined to proceed with the advertisement of bids for the purchase of its Various Purpose General Obligation Bonds, Series 2026B, in one or more subseries on a tax-exempt or taxable basis in the principal amount of $9,740,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount) (the "Series 2026B Bonds"), in order to (a) provide funds to finance a portion of the Series 2026B Project, and (b) pay the costs of issuing the Series 2026B Bonds; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (THE "URBAN COUNTY COUNCIL"):

SECTION 1. The Lexington-Fayette Urban County Government, an urban county government and political subdivision of the Commonwealth of Kentucky, shall issue its Series 2026B Bonds in one or more subseries on a tax-exempt or taxable basis in the principal amount of $9,740,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount), in order to (a) provide funds for the Series 2026B Project as identified above; and (b) pay the costs of issuing the Series 2026B Bonds.

SECTION 2. The Lexington-Fayette Urban County Government shall comply with the requirements of Chapter 66 and 424 of the Kentucky Revised Statutes by advertising for bids for the purchase of the Series 2026B Bonds. Advertisement may be publicized by newspaper publication in *The Courier-Journal*, published in Louisville, Kentucky; the *Lexington Herald-*

Leader, published in Lexington, Kentucky; and *The Bond Buyer*, published in New York City, New York; or, in the alternative, by posting a notice of sale to a nationally recognized electronic bidding system. The Mayor, the Clerk of the Urban County Council, the Commissioner of Finance and/or Chief Administrative Officer are hereby authorized to prepare such instruments and to distribute such information as shall be necessary to accomplish the foregoing, including preparation of a Preliminary Official Statement (the "Preliminary Official Statement") which Preliminary Official Statement is to be deemed final in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). In order to enable prospective purchasers to submit bids for the purchase of the Series 2026B Bonds, the Lexington-Fayette Urban County Government hereby covenants and agrees that it will execute, comply with and carry out all of the provisions of a continuing disclosure certificate (the "Continuing Disclosure Certificate") in connection with the issuance of the Series 2026B Bonds. Failure to comply with any such provisions of the Continuing Disclosure Certificate shall not constitute a default on the Series 2026B Bonds; however, any holder of the Series 2026B Bonds, including the beneficial owners of the Series 2026B Bonds, may take such action as may be necessary and appropriate, including seeking specific performance, to cause the Lexington-Fayette Urban County Government to comply with its obligations under the Continuing Disclosure Certificate. Further, the Mayor is hereby authorized and directed on behalf of the Lexington-Fayette Urban County Government to execute all such instruments as shall be necessary to accomplish all of the foregoing.

SECTION 3. Such proposals shall be received and reviewed by the Commissioner of Finance and shall be acted upon by the Mayor on that same day in accordance with the terms of the bond ordinance with respect to the Series 2026B Bonds.

SECTION 4. The Mayor shall, in a certificate of award accepting the successful bid for the Series 2026B Bonds (the "Series 2026B Certificate of Award"), determine the exact principal amount of Series 2026B Bonds to be issued, the subseries designations of the Series 2026B Bonds, the rate or rates of interest which said Series 2026B Bonds shall bear, redemption provisions and the interest rate or rates on said Series 2026B Bonds shall be automatically fixed at the rate or rates set out in the successful bid accepted by said Series 2026B Certificate of Award. The proceeds of the sale of the Series 2026B Bonds shall be applied to the costs of the Series 2026B Project and paying the costs of issuance of the Series 2026B Bonds and shall be expended as provided in the bond ordinance authorizing the Series 2026B Bonds.

SECTION 5. In the event that no bid shall be accepted for the purchase of the Series 2026B Bonds, bids may again be solicited for the purchase of the Series 2026B Bonds at a future date and hour at the discretion of the Mayor and the Commissioner of Finance, without the necessity of further authorization by the Urban County Council of the Lexington-Fayette Urban County Government.

SECTION 6. All resolutions or orders or parts thereof, if any, in conflict with the provisions of this Resolution, are to the extent of such conflict, hereby repealed.

SECTION 7. This Resolution shall become effective upon the date of its passage.

[Remainder of page intentionally left blank]

INTRODUCED AND GIVEN FIRST READING AND SECOND READING AND ADOPTED at a duly convened meeting of Urban County Council of the Lexington-Fayette Urban County Government held on the _____ day of __________________, 2026, signed by the Mayor, attested under seal by the Clerk of Urban County Council, and ordered to be published, filed and indexed as provided by law.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: ______________________________________
Linda Gorton
Mayor

ATTEST:

By: ______________________________________
Abigail Allan
Urban County Council Clerk

CERTIFICATE

I, the undersigned, Urban County Council Clerk of the Lexington-Fayette Urban County Government, do hereby certify that the foregoing Resolution is a true and complete copy of a certain Resolution duly adopted by the Urban County Council of said Lexington-Fayette Urban County Government at a lawfully convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government held on ________________, 2026, signed by the Mayor and now in full force and effect, all as appears from the official records of the Lexington-Fayette Urban County Government in my possession and under my control.

I do hereby further certify that said Resolution has not been amended, modified, superseded or repealed and that same remains in full force and effect as of the date of this Certificate.

WITNESS my hand as of this ____ day of ________________, 2026.

____
Urban County Council Clerk

[SEAL]

CERTIFICATE

I do hereby certify that the title to this enactment contains an accurate synopsis of the contents thereof and may be used to satisfy the reading and publication requirements of law.

DINSMORE & SHOHL LLP

By: ____________________________________
John C. Merchant, Esq.
Attorney at Law