

# **Lexington-Fayette Urban County Government**

*200 E. Main St  
Lexington, KY 40507*



## **Docket**

**Tuesday, October 29, 2024**

**3:00 PM**

**Packet**

**Council Chamber**

**Urban County Council Work Session**

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

- a. [1091-24](#) Table of Motions: Council Work Session, October 22, 2024

Attachments: [TOM 102224](#)

**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. [1090-24](#) A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Historic South Hill Neighborhood Association, Inc. (\$1,500); Tates Creek Boys Varsity Cheerleaders, Inc. (\$500); the Salvation Army (\$2,500); Center for Women, Children and Families, Inc. (\$2,150); GreenHouse17, Inc. (\$6,954); Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (\$400); Project Ricochet Incorporated (\$1,400); Lyric Theatre and Cultural Arts Center Corporation (\$500); Wiseguys Urban Uplift Foundation LLC (\$600); and the Friends of the Parks in Fayette County, Inc. (\$500), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: [102924 NDF List](#)  
[RESO 1090-24 NDF List 10-29-2024 4877-0877-4388 v.1.docx](#)  
[R-580-2024](#)  
[Contract #329-2024- Center for Women, Children and Families](#)  
[Contract #329-2024 - Friends of the Park](#)



- b.        **1092-24**        A Resolution authorizing and approving the transfer of Council Capital Project funds to the Div. of Parks and Recreation in the amount of \$25,000 for the Davis Park Basketball Courts Project, and to the Div. of Traffic Engineering in the amount of \$12,650 to install flexible delineators at McCubbing Dr. and Clays Mills Rd. [Council Office, Hall]

**Attachments:**    [Capital List 10.29.24](#)

[Reso 1092-24 Council Capital \(10-29-24\) 4877-9187-8644 v.1.docx](#)

[R-581-2024](#)

**XI.    Council Reports**

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

**XIII.   Adjournment**

**Administrative Synopsis - New Business Items**

- a      **1038-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Commonwealth Inspection Bureau, for Electrical Inspection Services. [Div. of Building Inspection, Carpenter]
- Attachments:**    [Memo RFP 49-2024 Electrical Services](#)  
                          [Commonwealth Proposal](#)  
                          [RFP 49-2024 ELECTRICAL INSPECTIONS AGREEMENT 2024](#)  
                          [1038-24 commonwealth inspection 4890-8753-9187 v.1.doc](#)  
                          [R-572-2024](#)  
                          [Contract #377-2024](#)
- b      **1058-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with You Matter Kentucky!, Inc. to maintain and support the Juvenile Treatment Court Program, at a cost not to exceed \$50,000. [Dept. of Social Services, Allen-Bryant]
- Attachments:**    [1058-24 Blue Sheet file You Matter KY - Juv Treatment Court](#)  
                          [YMK JTC Agreement signed by YMK JTC 10.14.25](#)  
                          [RESO 1058-24 Juvenile Treatment Ct FY25 4893-6862-4370 v.1.docx](#)  
                          [R-564-2024](#)
- c      **1064-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 (Final) to the Contract Agreement with Lagco, Inc, for the completion of Meadowthorpe Area Stormwater Improvement Project - Phase 1, increasing the Contract by the sum of \$96,727.62, from \$564,239.00 to \$660,966.62. [Div. of Water Quality, Martin]
- Attachments:**    [Blue Sheet Memo](#)  
                          [CO#1Meadowthorpe WQ](#)  
                          [Vicinity Map](#)  
                          [RESO 1064-24 Lagco Change Order 1 4874-5604-4534 v.1.docx](#)  
                          [R-573-2024](#)
- d      **1067-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award in the amount of \$21,083 in Federal Grant funds under FEMA's Hazard Mitigation Grant Program for Subrecipient Management Cost on the Joyland Area Stormwater Improvements Project-Phase 2 portion, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the

Mayor to transfer unencumbered funds within the Grant Budget.  
[Div. of Water Quality, Martin]

**Attachments:** [25-Blue Sheet Memo Joyland Stormwater](#)  
[DR4497-0010 LFUCG Joyland Drainage Improvement Contract - Fully Execu](#)  
[KYEM Grant Award Total](#)  
[BA13206](#)  
[Resolution 004-2023](#)  
[RESO 1067-24 \(FEMA Hazard Mitigation Grant\) 4861-8344-3186 v.1.docx](#)  
[R-565-2024](#)

- e**      **1068-24**      A Resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to accept a proposal from Ky. American Water Co. to install an 8 inch water line and master meter at 2075 Parkers Mill Rd. for Cardinal Run Park North, at a cost not to exceed \$91,244. [Div. of Parks and Recreation, Conrad]

**Attachments:** [25-Blue Sheet Memo Cardinal Run KAWC](#)  
[KAWC Developer Package D12-0201-P-1730 - Unsigned](#)  
[RESO 1068-24 KAW Proposal Water Line Cardinal Run Park North 4869-626](#)  
[R-566-2024](#)  
[Contract #317-2024](#)

- f**      **1070-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award of \$50 in Federal funds under the State Homeland Security FY2024 DHS/FEMA Grant Program from the Kentucky Office of Homeland Security, for the Div. of Police, to support training courses for bomb technicians, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the grant budget. [Div. of Police, Weathers]

**Attachments:** [25-Blue Sheet Memo LPD Training](#)  
[LFUCG -Bomb Squad 24-062 Award Letter](#)  
[BA 13326](#)  
[Resolution 153-2024](#)  
[RESO 1070-24 4862-9343-6918 v.1.docx](#)  
[R-574-2024](#)

- g**      **1075-24**      A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute the first amendment to the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC., increasing the Contract price at an estimated cost not to exceed \$18,776, effective

upon passage of Council. [Dept. of Public Safety, Armstrong]

**Attachments:** [Animal Care & Control First Amendment Blue Sheet Memo](#)  
[Amendment to LFACC FY'25 Purchase of Service Agreement \(2\)](#)  
[1075-24- Amendment to PSA for LFCACC 4856-7657-1634 v.1.docx](#)  
[R-575-2024](#)  
[Contract #348-2024](#)

- h**      **1076-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Studio46, for creation and production of a Public Safety recruiting video at a cost not to exceed \$36,260. [Dept. of Public Safety, Armstrong]

**Attachments:** [Blue Sheet Memo 1076-24 Agreement with Studio46](#)  
[Studio 46 Quote-24-0572.2 10-16-2024](#)  
[1076-24 studio46 4867-8362-1107 v.1.doc](#)  
[R-576-2024](#)  
[Contract #371-2024](#)

- i**      **1077-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Ky. State Police, for participation in a task force regarding predators exploiting minors via electronic means. [Div. of Police, Weathers]

**Attachments:** [Cover Memo - MOU - Kentucky State Police, Internet Crimes Against Childr](#)  
[KSP ICAC Memorandum of Understanding.pdf](#)  
[1077-24 ksp 4857-2993-3811 v.1.doc](#)  
[R-577-2024](#)  
[Contract #336-2024](#)

- j**      **1079-24**      A Resolution authorizing the Div. of Water Quality, on behalf of the Urban County Government, to purchase Supervisory Control and Data Acquisition (SCADA) Citect/Historian Support Services for the Town Branch and West Hickman Waste Water Treatment Plants and Pump Stations, from ATR Distributing Co, Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with ATR Distributing Co, Inc. related to the procurement, at a cost not to exceed \$56,622.30. [Div. of Water Quality, Martin]

**Attachments:** [SCADA Blue Sheet](#)  
[ATR 2024 Sole Source](#)  
[WH-Wonderware and Citect Premium Renewal Quote - Lexington-Fayette UC](#)  
[TB-Wonderware and Citect Premium Renewal Quote - Lexington-Fayette UC](#)  
[RESO 1079-24 SCADA CITECT HISTORIAN SUPPORT 4875-6286-8470 v.1](#)  
[R-578-2024](#)

- k**      **1082-24**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. American Water's Firefighting Support Grant Program in order to accept a Grant from Ky. American Water, which Grant funds are in the amount of \$500 for the purchase of Personal Protective Equipment for the Div. of Fire and Emergency Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

**Attachments:** [25-Blue Sheet Memo Fire Award.doc](#)  
[BA 13331](#)  
[KAW Check](#)  
[KYAW Award Email](#)  
[RESO 1082-24 4863-2935-0646 v.1.docx](#)  
[R-579-2024](#)

- l**      **1083-24**      An Ordinance amending the authorized strength by abolishing one (1) classified position of HVAC Technician, Grade 519N, abolishing one (1) classified position of Industrial Mechanic, Grade 517N, creating two (2) classified positions of Public Service Supervisor, Grade 517N, abolishing one (1) unclassified position of Staff Assistant Senior, Grade 511N, creating one (1) unclassified position of Administrative Specialist Principal, Grade 520N, expiring December 31, 2030, all in the Div. of Water Quality, effective upon passage of Council. [Div. of Human Resources, George]

**Attachments:** [Bluesheet Memo 25-0012](#)  
[From to 25-0012](#)  
[HR Fiscal Impact- 25-0012](#)  
[Ord 1083-24- Create, Abolish in Div of Water Quality 4869-8458-4183 v.1.doc](#)  
[O-123-2024](#)

- m**      **1084-24**      An Ordinance amending the civil service authorized strength by creating thirteen (13) classified positions of Firefighter, Grade 311N, in the Div. of Fire and Emergency Services, effective upon passage of Council. [Div. of Human Resources, George]

**Attachments:** [Bluesheet Memo 25-0018](#)  
[From to 25-0018](#)  
[Fiscal Impact 25-0018](#)  
[Ord 1084-24- Create Firefighter Div of Fire and Emergency Services 4881-91](#)  
[O-124-2024](#)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1091-24**

**File ID:** 1091-24

**Type:** Summary

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 10/24/2024

**File Name:** Table of Motions: Council Work Session, October 22,  
2024

**Final Action:** 10/29/2024

**Title:** Table of Motions: Council Work Session, October 22, 2024

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TOM 102224

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/29/2024	Approved				Pass

### Text of Legislative File 1091-24

Title

Table of Motions: Council Work Session, October 22, 2024

**URBAN COUNTY COUNCIL  
WORK SESSION  
TABLE OF MOTIONS  
October 22, 2024**

Vice Mayor Wu called the meeting to order at 3:00 p.m. Council Members J. Brown, Ellinger II, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, F. Brown, Sevigny, Reynolds, and Plomin were present. Mayor Gorton and Council Member Baxter were absent.

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

Motion by Ellinger II to approve the October 24, 2024 Council Meeting Docket, as amended. Seconded by Sheehan. Motion passed without dissent.

Motion by Sheehan to place on the docket for the October 24, 2024 Council Meeting, a resolution authorizing the Mayor to execute an agreement, the final form of which shall be subject to approval by the Department of Law, with Employment Solutions, Inc., d/b/a Fresh Approach, to provide food service for the emergency motel-shelter program this winter, at a weekly cost not to exceed \$21,250, contingent upon Council's approval of all necessary budget amendments. Seconded by Plomin. Motion passed without dissent.

Motion by Fogle to place on the docket for the October 24, 2024 Council Meeting, an ordinance changing the zone from a Planned Neighborhood Residential (R 3) zone to a Neighborhood Business (B 1) zone, for 0.16 net (0.28 gross) acre, for property located at 185 Eastern Ave., without a public hearing. Seconded by Worley. Motion passed without dissent.

Motion by Worley to remove item 5 from the October 24, 2024 Council Meeting Docket [An Ordinance amending the Lexington-Fayette Urban County Government Zoning Ordinance as follows: creating Article 31 - Solar Energy Systems, adopting Sections relating to intent; definitions; applicability; permitted uses, accessory uses, and conditional uses; general requirements applicable to integrated and rooftop solar energy systems; and general requirements applicable to ground mounted solar energy systems], and refer this item to the General Government and Planning Committee. Seconded by Ellinger II. Motion passed without dissent.

Motion by Sevigny to place on the docket for the October 24, 2024 Council Meeting, an Ordinance changing the zone from a Planned Neighborhood Residential (R 3) zone to a Neighborhood Business (B 1) zone, for 0.602 net (0.913 gross) acre, for property located at 2094 and 2098 Harrodsburg Rd, without a public hearing. Seconded by Reynolds. Motion passed without dissent.

Motion by Sevigny to place on the docket for the October 24, 2024 Council Meeting, a resolution amending Resolution No. 506-2024 to reduce the total cost to the Urban County Government to \$32,250.00, with \$1,500.00 approved for the Stonewall Equestrian Estates Association, Inc. and a collective \$30,750.00 for those property owners executing memoranda



related to horse boarding for the Blenheim Sanitary Trunk Sewer Project. Seconded by Gray. Motion passed without dissent.

III. Approval of Summary

Motion by Plomin to approve the October 15, 2024 Work Session Summary. Seconded by Fogle. Motion passed without dissent.

IV. Budget Amendments

Motion by Plomin to approve Budget Amendments. Seconded by Ellinger II. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

Motion by LeGris to approve New Business. Seconded by Sheehan. Motion passed without dissent.

Motion by Ellinger II to reconsider approval of the October 24, 2024 Council Meeting Docket. Seconded by Gray. Motion passed without dissent.

Motion by Ellinger II to remove item 13 from the October 24, 2024 Council Meeting Docket [A Resolution condemning necessary permanent and temporary easements across the property located at 1067 Armstrong Mill Rd., for the Merrick Trunk Sewer Project and authorizing the Dept. of Law to institute condemnation proceedings in Fayette Circuit Court.]. Seconded by Reynolds. Motion passed without dissent.

Motion by Worley to approve the October 24, 2024 Council Meeting Docket, as further amended. Seconded by Ellinger II. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

Motion by Plomin to approve Communications from the Mayor- Appointments. Seconded by Sheehan. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

X. Continuing Business/Presentations

Council Member Sheehan provided a summary of the August 20, 2024 Environmental Quality & Public Works (EQPW) Committee.

Motion by Sheehan to approve an ordinance creating chapter 8A in the Code of Ordinances related to blasting, as presented to the EQPW Committee. Seconded by LeGris. Motion passed without dissent.

XI. Council Reports

Motion by Lynch to place an update on the Rural Settlement Study in the General Government & Planning Committee. Seconded by J. Brown. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Vice Mayor Wu adjourned Council Work Session at 3:57 p.m.



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1090-24**

**File ID:** 1090-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 329-2024

**In Control:** Urban County  
Council

**File Created:** 10/24/2024

**File Name:** NDF List 102924

**Final Action:** 11/21/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Historic South Hill Neighborhood Association, Inc. (\$1,500); Tates Creek Boys Varsity Cheerleaders, Inc. (\$500); the Salvation Army (\$2,500); Center for Women, Children and Families, Inc. (\$2,150); GreenHouse17, Inc. (\$6,954); Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (\$400); Project Ricochet Incorporated (\$1,400); Lyric Theatre and Cultural Arts Center Corporation (\$500); Wiseguys Urban Uplift Foundation LLC (\$600); and the Friends of the Parks in Fayette County, Inc. (\$500), for the Office of the Urban County Council, at a cost not to exceed the sum stated.  
[Council Office, Hall]

**Notes:** Tates Creek Boys Varsity, Wiseguys, Greenhouse17, Project Ricochet, The Nest, stamped and filed in the CCO. 11/26/2024

Friends of Parks of Fayette County filed in the CCO 12/3/2024. MS

**Sponsors:**

**Enactment Date:** 11/21/2024

**Attachments:** 102924 NDF List, RESO 1090-24 NDF List  
10-29-2024 4877-0877-4388 v.1.docx, R-580-2024,  
Contract #329-2024- Center for Women, Children  
and Families, Contract #329-2024 - Friends of the  
Park

**Enactment Number:** R-580-2024

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

## Text of Legislative File 1090-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Historic South Hill Neighborhood Association, Inc. (\$1,500); Tates Creek Boys Varsity Cheerleaders, Inc. (\$500); the Salvation Army (\$2,500); Center for Women, Children and Families, Inc. (\$2,150); GreenHouse17, Inc. (\$6,954); Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (\$400); Project Ricochet Incorporated (\$1,400); Lyric Theatre and Cultural Arts Center Corporation (\$500); Wiseguys Urban Uplift Foundation LLC (\$600); and the Friends of the Parks in Fayette County, Inc. (\$500), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

### ..Summary

#### **Organization:**

Historic South Hill Neighborhood Association  
Marc Mathews  
500 S. Mill St.  
Lexington, KY 40508

#### **Purpose:**

For marketing materials such as letterhead, neighborhood signage, and brochures

#### **Amount:**

\$ 1,500.00

#### **Organization:**

Tates Creek Boys Varsity Cheerleaders, Inc.  
Sarah Boulden  
3908 Kittiwake Ct.  
Lexington, KY 40517

#### **Purpose:**

For assistance with costs relating to cheer competition, including registration, travel, and lodging

#### **Amount:**

\$ 500.00

#### **Organization:**

The Salvation Army  
Kendall Anderson  
736 West Main St.  
Lexington, KY 40508

#### **Purpose:**

To assist with funding their annual Red Kettle Kickoff Luncheon

#### **Amount:**

\$ 2,500.00

#### **Organization:**

The Nest - Center for Women, Children, and Families, Inc.  
Jeffrey White  
530 N. Limestone St.

Lexington, KY 405080

**Purpose:**

For furniture for their advocacy center

**Amount:**

\$ 2,150.00

**Organization:**

GreenHouse17 Inc.

Darlene Thomas

PO Box 55190

Lexington, KY 40516

**Purpose:**

For playground restorations

**Amount:**

\$ 6,954.00

**Organization:**

Community Action Council

Siobahn Carter

710 W. High St.

Lexington, KY 40508

**Purpose:**

To assist with expenses for the Martin Luther King Adopt-a-Park clean-up

**Amount:**

\$ 400.00

**Organization:**

Project Ricochet Inc.

Abeni El-Amin

161 N. Mill St.

Lexington, KY 40515

**Purpose:**

To assist with expenses related to the African-American Barbershop and Beauty Salon initiative and t-shirts for health promotion

**Amount:**

\$ 1,400.00

**Organization:**

Lyric Theatre and Cultural Arts Center

300 E. Third St.

Lexington, KY 40508

Christian Adair

**Purpose:**

To assist with the Lyric Arts scholarship fund designed to empower young, passionate artists by providing them with financial support

**Amount:**

\$ 500.00

**Organization:**

Wiseguys Urban Uplift Foundation LLC  
833 Georgetown St. Ste. 120  
Lexington, KY 40508  
James Hudson

**Purpose:**

To assist with Wiseguys Urban Uplift Foundation community basketball contest

**Amount:**

\$ 600.00

**Organization:**

Friends of the Parks of Fayette County  
206 E. Vista St.  
Lexington, KY 40503  
Sandy Shafer

**Purpose:**

For Friends of Waverly Park to assist with the purchase of trees for Waverly Park and related improvements

**Amount:**

\$ 500.00

**Neighborhood Development Funds  
October 29, 2024  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 1,500.00</b>	Historic South Hill Neighborhood Association Marc Mathews 500 S. Mill St. Lexington, KY 40508	For marketing materials such as letterhead, neighborhood signage, and brochures
<b>\$ 500.00</b>	Tates Creek Boys Varsity Cheerleaders, Inc. Sarah Boulden 3908 Kittiwake Ct. Lexington, KY 40517	For assistance with costs relating to cheer competition, including registration, travel, and lodging
<b>\$ 2,500.00</b>	The Salvation Army Kendall Anderson 736 West Main St. Lexington, KY 40508	To assist with funding their annual Red Kettle Kickoff Luncheon
<b>\$ 2,150.00</b>	The Nest - Center for Women, Children, and Families, Inc. Jeffrey White 530 N. Limestone St. Lexington, KY 405080	For furniture for their advocacy center
<b>\$ 6,954.00</b>	GreenHouse17 Inc. Darlene Thomas PO Box 55190 Lexington, KY 40516	For playground restorations
<b>\$ 400.00</b>	Community Action Council Siobahn Carter 710 W. High St. Lexington, KY 40508	To assist with expenses for the Martin Luther King Adopt-a-Park clean-up
<b>\$ 1,400.00</b>	Project Ricochet Inc. Abeni El-Amin 161 N. Mill St. Lexington, KY 40515	To assist with expenses related to the African-American Barbershop and Beauty Salon initiative and t-shirts for health promotion
<b>\$ 500.00</b>	Lyric Theatre and Cultural Arts Center 300 E. Third St. Lexington, KY 40508 Christian Adair	To assist with the Lyric Arts scholarship fund designed to empower young, passionate artists by providing them with financial support
<b>\$ 600.00</b>	Wiseguys Urban Uplift Foundation LLC 833 Georgetown St. Ste. 120 Lexington, KY 40508 James Hudson	To assist with Wiseguys Urban Uplift Foundation community basketball contest
<b>\$ 500.00</b>	Friends of the Parks of Fayette County 206 E. Vista St.  Lexington, KY 40503 Sandy Shafer	For Friends of Waverly Park to assist with the purchase of trees for Waverly Park and related improvements

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH HISTORIC SOUTH HILL NEIGHBORHOOD ASSOCIATION, INC. (\$1,500.00); TATES CREEK BOYS VARSITY CHEERLEADERS, INC. (\$500.00); THE SALVATION ARMY (\$2,500.00); CENTER FOR WOMEN, CHILDREN AND FAMILIES, INC. (\$2,150.00); GREENHOUSE17, INC. (\$6,954.00); COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. (\$400.00); PROJECT RICOCHET INCORPORATED (\$1,400.00); LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION (\$500.00); WISEGUYS URBAN UPLIFT FOUNDATION LLC (\$600.00); AND THE FRIENDS OF THE PARKS IN FAYETTE COUNTY, INC. (\$500.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Historic South Hill Neighborhood Association, Inc.; Tates Creek Boys Varsity Cheerleaders, Inc.; The Salvation Army; Center For Women, Children And Families, Inc.; Greenhouse17, Inc.; Community Action Council For Lexington-Fayette, Bourbon, Harrison, And Nicholas Counties, Inc.; Project Ricochet Incorporated; Lyric Theatre And Cultural Arts Center Corporation; Wiseguys Urban Uplift Foundation LLC; and The Friends Of The Parks In Fayette County, Inc., for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Historic South Hill Neighborhood Association, Inc. (\$1,500.00); Tates Creek Boys Varsity Cheerleaders, Inc. (\$500.00); The Salvation Army (\$2,500.00); Center For Women, Children And Families, Inc. (\$2,150.00); Greenhouse17, Inc. (\$6,954.00); Community Action Council For Lexington-Fayette, Bourbon, Harrison, And Nicholas Counties, Inc. (\$400.00); Project Ricochet Incorporated (\$1,400.00); Lyric Theatre And Cultural Arts Center Corporation (\$500.00); Wiseguys Urban Uplift Foundation LLC (\$600.00); and The Friends Of The Parks In Fayette County, Inc. (\$500.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.



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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
1090-24:GET: 4877-0877-4388, v. 1

RESOLUTION NO. 580 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH HISTORIC SOUTH HILL NEIGHBORHOOD ASSOCIATION, INC. (\$1,500.00); TATES CREEK BOYS VARSITY CHEERLEADERS, INC. (\$500.00); THE SALVATION ARMY (\$2,500.00); CENTER FOR WOMEN, CHILDREN AND FAMILIES, INC. (\$2,150.00); GREENHOUSE17, INC. (\$6,954.00); COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. (\$400.00); PROJECT RICOCHET INCORPORATED (\$1,400.00); LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION (\$500.00); WISEGUYS URBAN UPLIFT FOUNDATION LLC (\$600.00); AND THE FRIENDS OF THE PARKS IN FAYETTE COUNTY, INC. (\$500.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Historic South Hill Neighborhood Association, Inc.; Tates Creek Boys Varsity Cheerleaders, Inc.; The Salvation Army; Center For Women, Children And Families, Inc.; Greenhouse17, Inc.; Community Action Council For Lexington-Fayette, Bourbon, Harrison, And Nicholas Counties, Inc.; Project Ricochet Incorporated; Lyric Theatre And Cultural Arts Center Corporation; Wiseguys Urban Uplift Foundation LLC; and The Friends Of The Parks In Fayette County, Inc., for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Historic South Hill Neighborhood Association, Inc. (\$1,500.00); Tates Creek Boys Varsity Cheerleaders, Inc. (\$500.00); The Salvation Army (\$2,500.00); Center For Women, Children And Families, Inc. (\$2,150.00); Greenhouse17, Inc. (\$6,954.00); Community Action Council For Lexington-Fayette, Bourbon, Harrison, And Nicholas Counties, Inc. (\$400.00); Project Ricochet Incorporated (\$1,400.00); Lyric Theatre And Cultural Arts Center Corporation (\$500.00); Wiseguys Urban Uplift Foundation LLC (\$600.00); and The Friends Of The Parks In Fayette County, Inc. (\$500.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL  
1090-24:GET: 4877-0877-4388, v. 1

# AGREEMENT

THIS AGREEMENT, made and entered into on the 22nd day of November, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and The Nest - Center for Women, Children, and Families, Inc. (Hereinafter "Organization"), of 530 N. Limestone St., Lexington, KY 405080, Fayette County.

## WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$2150 (Two Thousand One Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

*[For furniture for their advocacy center]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before December 21<sup>st</sup>, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember LeGris's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

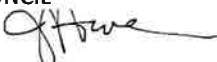
IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By:   
Linda Gorton, MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

By:   
(Jeffrey White)  
(The Nest - Center for Women, Children, and Families, Inc.)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 22nd day of November, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Friends of the Parks of Fayette County (Hereinafter "Organization"), of 206 E. Vista St., Lexington, KY 40503, Fayette County.

## WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$500 (Five Hundred Dollars and Zero Cents) for the following lawful public purpose:  
  
*[For Friends of Waverly Park to assist with the purchase of trees for Waverly Park and related improvements]*
2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before December 21<sup>st</sup>, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Baxter's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Sandy Shafer*  
(Sandy Shafer)  
(Friends of the Parks of Fayette County)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1092-24**

**File ID:** 1092-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 10/24/2024

**File Name:** Council Capital List 10/29/24

**Final Action:** 11/21/2024

**Title:** A Resolution authorizing and approving the transfer of Council Capital Project funds to the Div. of Parks and Recreation in the amount of \$25,000 for the Davis Park Basketball Courts Project, and to the Div. of Traffic Engineering in the amount of \$12,650 to install flexible delineators at McCubbing Dr. and Clays Mills Rd. [Council Office, Hall]

**Notes:**

**Sponsors:**

**Enactment Date:** 11/21/2024

**Attachments:** Capital List 10.29.24, Reso 1092-24 Council Capital  
(10-29-24) 4877-9187-8644 v.1.docx, R-581-2024

**Enactment Number:** R-581-2024

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

### Text of Legislative File 1092-24

Title

A Resolution authorizing and approving the transfer of Council Capital Project funds to the Div. of Parks and Recreation in the amount of \$25,000 for the Davis Park Basketball Courts Project, and to the Div. of Traffic Engineering in the amount of \$12,650 to install flexible delineators at McCubbing Dr. and Clays Mills Rd. [Council Office, Hall]

..Summary

**Organization:**

LFUCG - Parks and Recreation  
Michelle Kosieniak



1105-707602-7221-90321

**Purpose:**

For the Davis Park basketball courts project

**Amount:**

\$ 25,000.00

**Organization:**

LFUCG - Traffic Engineering

David Filiatreau

1105-303602-3606-91616

**Purpose:**

To install flexible delineators at McCubbing Drive and Clays Mill Road

**Amount:**

\$ 12,650.00

**Council Capital Projects  
October 29, 2024  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 25,000.00</b>	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90321	For the Davis Park basketball courts project
<b>\$ 12,650.00</b>	LFUCG - Traffic Engineering David Filiatreau 1105-303602-3606-91616	To install flexible delineators at McCubbing Drive and Clays Mill Road

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF COUNCIL CAPITAL PROJECT FUNDS TO THE DIVISION OF PARKS AND RECREATION IN THE AMOUNT OF \$25,000.00 FOR THE DAVIS PARK BASKETBALL COURTS PROJECT, AND TO THE DIVISION OF TRAFFIC ENGINEERING IN THE AMOUNT OF \$12,650.00 TO INSTALL FLEXIBLE DELINEATORS AT MCCUBBING DRIVE AND CLAYS MILLS ROAD.

---

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

Section 1 – That the transfer of funds in the amount of \$25,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-90321) for the Davis Park basketball courts project be and hereby is authorized and approved; and \$12,650.00 from the Council Capital Project fund to the Division of Traffic Engineering (1105-303602-91616) to install flexible delineators at McCubbing Drive and Clays Mill Road be and hereby is authorized and approved.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

1092-24:GET:4877-9187-8644, v. 1

RESOLUTION NO. 581 - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF COUNCIL CAPITAL PROJECT FUNDS TO THE DIVISION OF PARKS AND RECREATION IN THE AMOUNT OF \$25,000.00 FOR THE DAVIS PARK BASKETBALL COURTS PROJECT, AND TO THE DIVISION OF TRAFFIC ENGINEERING IN THE AMOUNT OF \$12,650.00 TO INSTALL FLEXIBLE DELINEATORS AT MCCUBBING DRIVE AND CLAYS MILLS ROAD.

---

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

Section 1 – That the transfer of funds in the amount of \$25,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-90321) for the Davis Park basketball courts project be and hereby is authorized and approved; and \$12,650.00 from the Council Capital Project fund to the Division of Traffic Engineering (1105-303602-91616) to install flexible delineators at McCubbing Drive and Clays Mill Road be and hereby is authorized and approved.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

  
 MAYOR

ATTEST:

  
 CLERK OF URBAN COUNTY COUNCIL  
 1092-24:GET:4877-9187-8644, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0355-22**

**File ID:** 0355-22

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

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

**File Created:** 04/07/2022

**File Name:** page break

**Final Action:**

**Title:**

**Notes:**

**Sponsors:**

**Enactment Date:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 0355-22**



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1038-24**

**File ID:** 1038-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 377-2024

**In Control:** Urban County  
Council

**File Created:** 10/10/2024

**File Name:** Commonwealth Electrical Inspections Contract

**Final Action:** 11/21/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Commonwealth Inspection Bureau, for Electrical Inspection Services. [Div. of Building Inspection, Carpenter]

**Notes:** Stamped and filed in the CCO. Returned to Amelai Meredith 1/31/2025. MS

**Sponsors:**

**Enactment Date:** 11/21/2024

**Attachments:** Memo RFP 49-2024 Electrical Services,  
Commonwealth Proposal, RFP 49-2024  
ELECTRICAL INSPECTIONS AGREEMENT 2024,  
1038-24 commonwealth inspection 4890-8753-9187  
v.1.doc, R-572-2024, Contract #377-2024

**Enactment Number:** R-572-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Amelia Meredith

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

## Text of Legislative File 1038-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Commonwealth Inspection Bureau, for Electrical Inspection Services. [Div. of Building Inspection, Carpenter]

## Summary

Authorization to execute an Agreement with Commonwealth Inspection Bureau, pursuant to RFP 49-2024, to provide electrical inspection services for Lexington-Fayette County. No Budgetary impact. (L1038-24) (Carpenter/Albright)

Budgetary Implications: No

Advance Document Review:

**Law:** Yes Completed by Mike Sanner 10/10/2024

**Risk Management:** No

Fully Budgeted: Yes

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project: RFP 49-2024 Electrical Inspection Services

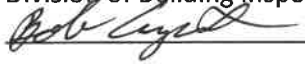
Activity: N/A

Budget Reference: N/A

Current Balance: N/A



TO: Mayor Linda Gorton  
Urban County Council Members

FROM: Bob Carpenter, Director  
Division of Building Inspection  


CC: Commissioner Nancy Albright  
Department of Environmental Quality & Public Works

DATE: 10/7/2024

SUBJECT: RFP-49-2024 Electrical Inspection Services

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Request: Authorization for the LFUCG to execute a contract agreement with Commonwealth Inspection Bureau Inc. to provide for electrical inspection services for Lexington-Fayette County. The RFP selection group has reviewed the proposal submitted by Commonwealth Inspection Bureau Inc. and recommends it for approval.

Why are you requesting?

Current contract expires December 11, 2024

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

There is no cost to the LFUCG associated with this contract.

Are the funds budgeted?

There is no budgetary impact with this contract

File Number:

Director/Commissioner: Carpenter/Albright





**COMMONWEALTH INSPECTION BUREAU, INC.**

**PROPOSAL**

**IN RESPONSE TO**

**RFP #49-2024 ELECTRICAL INSPECTION SERVICES**

September 20, 2024

# INDEX

COMMONWEALTH INSPECTION BUREAU, INC.  
PROPOSAL  
IN RESPONSE TO  
RFP #49-2024 ELECTRICAL INSPECTION SERVICES  
SEPTEMBER 20, 2024

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Section 2 .....	Specification for RFP #49-2024 Signed by Proposer
Section 3 .....	Affidavit of Proposer
Section 4 .....	American Rescue Plan Act
Section 5 .....	Equal Opportunity Agreement
Section 6 .....	Affirmative Action Plan
Section 7 .....	Workforce Analysis Form
Section 8 .....	Real Time Inspection Reporting
Section 9 .....	List of Employees
Section 10 .....	Resume of Commonwealth Inspection Bureau, Inc.
Section 11 .....	Statement Regarding Qualifications and Employees' Resumes
Section 12 .....	Timeliness and Quality Service Goals
Section 13 .....	Policies of Insurances
Section 14 .....	Evidence of Ability to Post Bond by Letter of Credit
Section 15 .....	Proof of Existence and Ownership of Require Vehicles
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Section 17 .....	Proof of Ownership Required Equipment and Form
Section 18 .....	Insurance Claims/Loss History
Section 19 .....	Additional Services to be Provided by Commonwealth Inspection Bureau, Inc.
Section 20 .....	LFUCG Statement of Good Faiths Efforts for RFP #49-2024 as to MBEs/WBEs
Section 21 .....	Statement Containing Contract Information for the Proposer
Section 22 .....	Supplier Information
Section 23 .....	General Provisions Sign by the Proposer

## **Section 1**





Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comminsp@windstream.net

September 20, 2024

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

RE: Proposal for Electrical Inspection  
Service in response for RFP #49-2024

Enclosed herewith please find the proposal of Commonwealth Inspection Bureau, Inc. in response to the RFP #49-2024 for exclusive electrical inspections services for the Lexington-Fayette Urban County Government. This letter is to advise that our company is fully aware of all of terms of RFP #49-2024 and our signature on the proposal signifies our agreement to abide by those terms in the event the contract is awarded to Commonwealth Inspection Bureau, Inc.

We believe that this proposal complies with the requirements of RFP #49-2024 in all respects. Should there be any need for clarification or amendment of the proposal to meet minimum requirements of RFP #49-2024, please do not hesitate to contact us. We fully understand that such an opportunity to amend the proposal may not be available, but we would greatly appreciate the opportunity should the need arise.

Please feel free to verify any information contained herein that is supplied by a third party, including any letter of credit and insurance information that we have submitted.

Very truly yours,

Marshall Jones, Jr.  
President

## **Section 2**

# **Lexington-Fayette Urban County Government**

## **Specifications: Electrical Inspection Services**

### **1.0 SCOPE AND CLASSIFICATION**

These specifications describe requirements of the Lexington-Fayette Urban County Government for safely and thoroughly inspecting the construction, alteration or repair of any electrical wiring in the Lexington-Fayette Urban County:

1.1 pursuant to Sections 5-76 and 5-77 of the Lexington-Fayette Urban County Government Code of Ordinances.

1.2 pursuant to Chapters 198B and 227 of the Kentucky Revised Statutes.

1.3 pursuant to the National Electric Code.

1.4 pursuant to Title 815, Chapter 35 of the Kentucky Administrative Regulations.

### **2.0 PUBLICATIONS**

The following publications apply to these specifications:

2.1 Article IV of Chapter 5 of the Lexington-Fayette Urban County Government Code of Ordinances.

2.2 Kentucky Revised Statutes Chapters 198B and 227.

2.3 National Electric Code.

2.4 Title 815, Chapter 35 of the Kentucky Administrative Regulations.



### 3.0 REQUIREMENTS

3.1 Selected Contractor shall provide electrical inspection services at the request of any person or entity in the Lexington-Fayette Urban County who holds the requisite electrical permit (except as otherwise provided) to allow any person or entity to obtain all necessary building permits, certificates of occupancy, or other code compliance. Any person, firm or other entity installing electrical wiring or conductors in the urban county shall contact Selected Contractor to schedule requisite electrical inspections, whether for a rough-in, final, or other inspection purposes.

Electrical inspections shall be provided for any construction, alteration or repair of electrical wiring, including but not limited to electrical wiring and conductors installed in public and private buildings and other premises, including yards, athletic fields, carnivals, parking lots, swimming pools, and industrial substations; conductors that connect installations to a supply source of electricity and other outside conductors adjacent to the premises; and, electrical service to mobile homes and recreational vehicles.

Selected Contractor shall also provide electrical inspection services at the request of the Division of Building Inspection and the Division of Fire and Emergency Services for complaint investigation purposes, emergency safety inspections, and other related purposes.

3.2 Selected Contractor shall perform all inspection services in accordance with the publications cited in Section 2.0 above, these specifications, any rules and regulations established by the Division of Building Inspection, and any proposal conditions attached hereto.

Selected Contractor shall perform electrical inspections within twenty-four (24) hours of the receipt of a request for such services, excluding weekends and Urban County Government holidays. Selected Contractor shall have at least one (1) staff inspector on call twenty-four (24) hours each day, **including** weekends and holidays, to respond to emergency requests of the Division of Building Inspection and the Division of Fire and Emergency Services. Selected Contractor shall respond to emergency requests from these Government divisions immediately or as soon as is reasonably possible.

3.3 All inspections shall be "on-site" inspections during which the inspector shall verify electrical permits and document inspection results via computer, laptop, tablet or other device approved by the Division of Building Inspection. Such devices shall be capable of accessing online software programs designated by the Division of Building Inspection for real time inspection reporting. The electronic submission of inspection results does not relieve the selected contractor from complying with Kentucky record requirements.



3.4 Selected Contractor shall have the authority to request and examine the license of each and every electrician observed on the inspection site. Selected Contractor shall verify compliance by these electricians with state licensing requirements. Selected Contractor shall immediately notify the Division of Building Inspection and the Office of Housing, Buildings & Construction of any licensure violations. Selected Contractor shall stop all inspection work for the site upon which a violation is discovered until otherwise directed by the Division of Building Inspection.

3.5 Selected Contractor shall not perform inspection services for any person, corporation or other entity when such person, corporation or other entity is delinquent in the payment of fees for electrical inspection services. A delinquency in the payment of fees is deemed to exist when payment has not been received more than sixty (60) days after the performance of the inspection service.

3.5.1 Selected Contractor shall notify the appropriate supplier of electrical service when any property receives written approval by means of a state electrical compliance sticker of either a rough or final inspection or as is otherwise appropriate. The Division of Building Inspection may at its option assume electrical supplier notification authority from Selected Contractor.

### 3.6 Personnel and Equipment.

3.6.1 Selected Contractor shall maintain on staff, at all times, a minimum of three (3) qualified, state certified, electrical inspectors, unless requested in writing by Government's Director of Building Inspection to increase the minimum number pursuant to Section 3.6.6. Each inspector shall be duly certified in the "General Electrical Inspector" license classification by the Office of Housing, Buildings and Construction, licensed, and in good standing. Each inspector shall be an employee of the Selected Contractor. Subcontracting is not permitted under this contract. Each inspector shall further possess the following skills, education and abilities:

- Shall have considerable knowledge of the state and local electrical codes applicable to the installation of electrical systems, both commercial and residential.
- Shall have considerable knowledge of the standard practices, materials, tools and equipment of the electrical trade.
- Shall have considerable knowledge of the possible defects and flaws in electrical construction; of the stages in construction when such defects and code violations may be detected; and, of effective corrective measures.



- Shall have considerable knowledge of the safety hazards and precautionary measures and methods peculiar to the electrical trade.
- Shall have demonstrable skill in the use of various electrical test equipment.
- Shall have demonstrable skill in the safe operation of motor vehicles in all types of weather and working conditions and shall have and maintain a valid motor vehicle operator's license.
- Shall have the ability to detect non-conforming electrical wiring.
- Shall have the ability to communicate effectively, both orally and in writing, and to give accurate explanations of applicable codes, statutes and ordinances.
- Shall have the ability to maintain complete and accurate records and compile and submit clear and concise reports.
- Shall have completed a standard high school course, supplemented by two years of college or technical school, with course work in electrical engineering, electrical technology or a related field, and three years of experience in commercial and/or industrial wiring at the journeyman level; or equivalent education and experience.

3.6.2 Selected Contractor shall fill any staff vacancy within six (6) months. The Division of Building Inspection shall be immediately notified of any changes in staff.

3.6.3 Selected Contractor shall have available a minimum of three (3) motor vehicles to be used by its staff in the performance of the services required by this proposal. Each vehicle shall be clearly marked to identify the operator as an electrical inspector.

3.6.4 Selected Contractor shall maintain a staffed office in the Lexington-Fayette Urban County. Selected Contractor's office shall be open to the general public at least eight (8) hours each day, between the hours of 7:00 AM and 6:00 PM, five (5) days each week, excluding weekends and Urban County Government holidays. Selected Contractor shall maintain in its office all files and records pertaining to this agreement and the performance hereof.

3.6.5 Selected Contractor shall maintain a landline telephone and other communication systems that will allow the general public, as well as members of the electrical trade, to contact Selected Contractor twenty-four



(24) hours per day, seven (7) days per week in the above-mentioned office. Selected Contractor shall equip each of its motor vehicles with a communication system that will allow each vehicle of its staff inspectors to remain in contact with the Proposer's office at all times.

3.6.6 Selected contractor shall increase the number of full-time electrical inspectors whenever electrical permit issuance and/or building permit issuance increases by twenty (20%) or more for a period of six (6) months or more and when needed to perform the services. Upon an increase in the minimum number of full-time electrical inspectors selected contractor shall correspondingly increase the number of motor vehicles required in Section 3.6.3.

### 3.7 Indemnity and Bonding.

3.7.1 Proposer shall provide a performance bond, executed by a surety licensed to do business in the Commonwealth of Kentucky and drawn in favor of the Lexington-Fayette Urban County Government as obligee, in the penal sum of \$100,000.00 (one hundred thousand dollars).

A. Proposer may elect to provide an irrevocable letter of credit in lieu of a Performance Bond. The letter of credit shall be in the name of the Lexington-Fayette Urban County Government and shall be in the amount of \$100,000.00 (one hundred thousand dollars).

B. The Performance Bond (or letter of credit) shall secure the faithful performance of the proposal by the Proposer. In the event of Proposer's failure to perform all obligations pursuant to this proposal, the Urban County Government shall seek such remedies it determines to be in its best interest, including, but not limited to, cashing the Performance Bond or letter of credit.

C. Proposer shall deliver Performance Bond or letter of credit to the Division of Central Purchasing, Room 338, 200 East Main Street, Lexington, KY 40507, within seven (7) working days of receipt of notification of intent to award the proposal to the Proposer.

3.7.2 While providing the service(s) specified herein, the Proposer understands and agrees to adhere to and comply with any and all Federal, State and Local safety laws, regulations, and ordinances, as well as the safety and loss control reporting guidelines established by the Lexington-Fayette Urban County Government. Proposer shall provide all safeguards, safety devices and protective equipment, and shall take any other needed actions whatsoever, on its own responsibility and expense, to protect the life and health of all persons providing the service(s) specified herein, the safety of the public and the Lexington-Fayette Urban



County Government, and to protect any and all property in connection with the service(s) specified herein.

3.7.3 Proposer understands and agrees that the Lexington-Fayette Urban County Government shall, without prior notice, be permitted, but not obligated, to review, audit and inspect any and all of the Proposer's records, documents and service(s) as deemed necessary by the Lexington-Fayette Urban County Government to assure compliance with the provisions of the proposal, maximize the protection of the Lexington-Fayette Urban County Government, and assess the financial ability of the Proposer to indemnify and save harmless the Lexington-Fayette Urban County Government from any and all claims. This right to review, audit and inspect any and all of the Proposer's records expressly include the right to employ, **at the Proposer's expense**, outside auditors to inspect and review any and all records related to this proposal. Neither the right to review, audit and inspect nor the making thereof, nor any report thereon, shall constitute an understanding on behalf of, or for the benefit of, the Proposer, to determine or warrant that such service(s) has/have been done in a manner conforming to the proposal.

The results of all reviews, audits and inspections will be verbally presented to the Proposer at the conclusion of any review, audit inspection. Proposer shall immediately comply with such recommendations and shall, within 48 hours, provide written notification by certified mail, with return receipt requested, to the Lexington-Fayette Urban County Government, of the action(s) taken to come into compliance with provisions of the proposal.

3.7.4 Proposer understands and agrees that failure to comply with any or all of the provisions of the proposal shall constitute an event of default of the proposal. The default shall exist at the time of the failure to comply with the provisions of the proposal, whether or not either party has notice. The Lexington-Fayette Urban County Government, in addition to other legal remedies available, may, at the Urban County Government's discretion, elect to impose any single remedy or penalty, or combination of remedies and penalties as specified elsewhere in the proposal.

3.7.5 In the event that provisions set forth in this Section (3.7) conflict with any other provisions set forth elsewhere in these specifications, all parties agree that the provision which is more strictly in favor of the Lexington-Fayette Urban County Government shall be the binding provision.



## 4.0 NOTES

4.1 Time is of the essence of these specifications. All equipment, facilities, bonding and insurance coverage described herein shall be available and ready for operation before a recommendation will be made to the Urban County Council accepting the proposal.

### 4.2 Required Documents

Proposer shall furnish to the Urban County Government Division of Risk Management immediately upon notification the following documents:

4.2.1 Five-year history of all insurance losses, paid or unpaid, of the Proposer on all types of claims.

4.2.2 Copies of bond and Certificate(s) of Insurance as required elsewhere in these specifications.

### 4.3 Reports by Selected Contractor

Selected Contractor shall furnish the following reports upon request at any time during the contract period, to the Lexington-Fayette Urban County Government detailing the following information:

4.3.1 List and resumes, with requisite underlying documentation, of all electrical inspectors on staff. Updated copies of inspector's certifications shall be forwarded to the Division of Building Inspection.

4.3.2 List of all equipment to be used in performing the requirements of the proposal.

4.3.3 Number, date and time of service calls received.

4.3.4 Date and time of response to service calls.

4.3.5 Result of all services calls (turndown, reinspection, temporary service, temporary on permanent, or final).

4.3.6 Number of complaints received and responses thereto.

The reports shall be forwarded to:

Director, Division of Building Inspection  
Lexington-Fayette Urban County Government  
101 E Vine St  
Lexington, Kentucky 40507



4.3.7 The owner/manager shall perform quarterly audits of each inspector's work. The format shall be in conformance with IAS protocols. The completed audits shall be submitted to the Director of Building Inspection on or before the first day of January, April, July and October.

4.4 Any party, firm or individual submitting a proposal pursuant to this request must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the term of this proposal.

4.5 The term of this proposal shall be for a period of one (1) year, tentatively commencing on the 1<sup>st</sup> day of December 2018 and continuing thereafter. The term shall automatically renew for five (4) additional terms of one (1) year each, on the same terms and conditions, provided that neither the Lexington-Fayette Urban County Government nor the Proposer elect to give prior written notice of non-renewal or termination prior to the expiration of the original proposal term or any renewal term.

4.6 The Lexington-Fayette Urban County Government shall award a contract to provide the services specified herein to the responsible Proposer who submits the best proposal responsive to the requirements, terms and conditions set forth herein. Only one (1) contract shall be awarded to provide the services specified herein.

4.7 Proposer shall attach the following lists to his/her proposal:

4.7.1 List of equipment available that meets or exceeds requirements specified herein.

4.7.2 List of facilities available that meet or exceed requirements specified herein.

4.7.3 List and resumes of inspectors that will be employed to meet requirements specified herein. Copies of inspector's certifications shall also be included with the proposal.

4.8 The Lexington-Fayette Urban County Government reserves the right to approve any and all inspectors employed or to be employed to perform the services specified herein. Subcontractors shall not be used without the approval of the Urban County Government.

4.9 Proposals should designate a contact person and office location of the Proposer.


4.10 The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Urban County Government to be in its best interest.

4.11 The rates to be charged for services provided as described herein shall be the fees set by the schedule in Section 5-76 and 5-67 of the Lexington-Fayette Urban County Government Code of Ordinances. No fees shall be charged for investigative, emergency and safety inspections performed at the request of the Division of Building Inspection or the Division of Fire and Emergency Services.

4.12 Include any services offered beyond the above requirements and the benefit of such services.

We, the undersigned, hereby propose to furnish the minimum electrical inspection services specified herein, and to perform any additional services described on the attachments hereto and incorporated herein, if any, for the amounts specified herein. The undersigned acknowledges and understands that the successful Proposer will be selected based upon the quality of its proposal and that specifications found herein are the minimum required.

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Submitted by:	Marshall Jones, Jr
Address:	501 Darby Creek Rd, Suite 63, Lexington, KY 40509
Telephone:	859-263-7800
Signature:	
Title:	President

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The LFUCG will evaluate the proposals based on the following criteria:

1. Firms experience over the last 5 years in providing service at the required level and scope. 25 pts
2. Specialized experience and technical competence of the staffing of the firm with the type of service required. 25 pts
3. Capacity of the staffing of the firm to perform the work, including unanticipated work flow, within the time limitations. 20 pts
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet time limitations. 20 pts
5. Familiarity with required service area. 5 pts
6. Degree of local employment to be provided by the person or firm. 5 pts

## **Section 3**



## AFFIDAVIT

Comes the Affiant, Marshall Jones, Jr, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Marshall Jones, Jr and he/she is the individual submitting the proposal or is the authorized representative of Commonwealth Inspection Bureau, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

M. Jones Jr.

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Marshall Jones Jr on this the 20 day

of September, 2024

My Commission expires: April 11, 2026

Dixie Lee Littleton KYNP48821  
NOTARY PUBLIC, STATE AT LARGE



## **Section 4**



## **AMERICAN RESCUE PLAN ACT**

### **AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and



applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*



- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.



14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(I). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in



conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature



Date



## **Section 5**

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

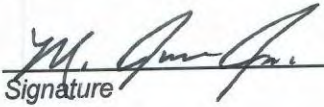
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
Signature

Commonwealth Inspection Bureau, Inc.  
Name of Business



## **Section 6**



Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comminsp@windstream.net


### **AFFIRMATIVE ACTION PLAN**

Commonwealth Inspection Bureau, Inc. observes the following guidelines when seeing new employees:

1. Commonwealth Inspection Bureau, Inc. is an equal opportunity employer and shall include each statement in any advertisement for a job opening.
2. Commonwealth Inspection Bureau, Inc. advertises its openings for certified electrical inspectors in the major metropolitan areas of Kentucky and in Cincinnati, Ohio to broaden the area from which it may receive applications from qualified minority applicants.
3. Commonwealth Inspection Bureau, Inc. seeks to hire the best qualified job applicants including minority applicants.
4. Commonwealth Inspection Bureau, Inc. will maintain records of all job applicants, including minority job applicants, for a period in excess of that required by law and shall provide such information to any governmental agency responsible for inquiring into such records.
5. Commonwealth Inspection Bureau, Inc. does not have any unrealistic or false criteria for job applicants, which would preclude a minority applicant from qualifying for any job opening.

Dated this 20th day of September 2024.

COMMONWEALTH INSPECTION BUREAU, Inc.

By:   
Marshall Jones, Jr.  
President

## **Section 7**

# **WORKFORCE ANALYSIS FORM**

**Name of Organization:** Commonwealth Inspection Bureau, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians	6	6															
Protective																	
Para-																	
Office/Clerical	2		2														
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>	8	6	2														

**Prepared by:** Marshall Jones, Jr **Date:** 09 / 20 / 2024

*(Name and Title)*

*Revised 2015-Dec-15*



## **Section 8**





Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comminsp@windstream.net

### SECTION 3.3.3

#### **REAL TIME INSPECTION REPORTING**

If awarded the contract Commonwealth Inspection Bureau, Inc. will purchase either laptops or tablets that meet the approval of the Division of Building Inspection. These devices will be capable of accessing the online software programs that are designated by the Division of Building Inspection in order for real time inspection results to be reported.

## **Section 9**



Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comminsp@windstream.net

### Section 3.6.1

## EMPLOYEES

Marshall Jones, Jr.	Full-Time Electrical Inspector	2038-C
Dennis S. Conley	Full-Time Electrical Inspector	2486-C
Brian Clifton	Full-Time Electrical Inspector	2559-C
Jason Hall	Full-Time Electrical Inspector (currently employed by C.I.B.)	100021-C
Justin Gibbs	Part-Time Electrical Inspector	2583-C
Dale Fortney	Part-Time Electrical Inspector	2240-C
Dixie Littleton	Full-Time Secretary	
Penny Jones	Part-time Administrative Assistant	

## **Section 10**



Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comminsp@windstream.net

September 20, 2024

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

RE: Qualifications of Electrical Inspectors

To Whom It May Concern:

This letter is to advise that all the electrical inspectors employed by Commonwealth Inspection Bureau, Inc. have met or exceed the minimum education and training requirements, or they have met or exceed the minimum standards for other education and experience as required in paragraph 3.6 of the Specifications of RFP #49-2024. As can be seen from their attached resumes, all employees are state certificated electrical inspectors with many years of experience in the electrical trades. We submit that each one of the persons now in our employment and submitted with this bid package have sufficient other continuing education and experience to meet or exceed the expectations of the Lexington-Fayette Urban County Government in fulfilling the duties of a governmentally approved electrical inspector.

Each of these individuals has performed their duties as an employee of Commonwealth Inspection Bureau, Inc. in a professional manner without any claim, to our knowledge, of any lack of expertise or skill on the part of any contractor or the Lexington-Fayette Urban County Government. Please give due consideration to the experience and other education of any employee you believe does not meet the specific educational requirements of paragraph 3.6. Thank you in advance for your prompt attention.

Very truly yours,

Marshall Jones, Jr.  
President



## **Commonwealth Inspection Bureau, Inc. Resume**

Commonwealth Inspection Bureau, Inc. began its business in 1993 and since December 1998, has contracted with the Lexington-Fayette Urban County Government for the provision of electrical inspection services for Fayette County. Commonwealth Inspection Bureau, Inc. has not only met, but has exceeded, the requirements of its contracts with the Lexington-Fayette Urban County Government in each of these years. These services have been provided for almost twenty (26) full years without a single complaint regarding its electrical inspection services being filed with the Lexington-Fayette Urban County Government or the Commonwealth of Kentucky Office of Housing, Building and Construction.

The term of the electrical inspection services contract held by Commonwealth Inspection Bureau, Inc. included a major ice storm in 2003 resulting in an extraordinary need for electrical repairs and replacements requiring electrical inspections. In the aftermath of this ice storm, Commonwealth Inspection Bureau, Inc. opened its offices from 6:00 a.m. to 9:00 p.m. to meet the electrical inspection needs of the citizens of Fayette County whose electric service was affected by the ice storm. During the severe ice storm, Commonwealth Inspection Bureau, Inc. brought in a total of fourteen (14) state certified inspectors to work in the field and a total of nine (9) office staff persons to handle all the incoming telephone calls and process all of the paperwork required for the electrical inspections and for Kentucky Utilities Company. Commonwealth Inspection Bureau, Inc. performed all of their work during this trying time without a single complaint filed by any citizen whose electric service had been affected by the storm, by any contractor performing work for those citizens or by any employee of the local electric utility companies providing electric service to the citizens of Fayette County.

Commonwealth Inspection Bureau, Inc. currently employs four (4) full-time state-certified electrical inspectors as well as two (2) part-time state certified electrical inspectors. Their experience, training, technical competence and continuing education have been a major factor in Commonwealth Inspection Bureau, Inc.'s record of service to Fayette County and to the Lexington-Fayette Urban County Government. While finding available state certified electrical inspectors to employ can be difficult at times, Commonwealth Inspection Bureau, Inc. has been able to meet and exceed the minimum number of state certified electrical inspectors since December 1998 and will be able to employ additional state certified electrical inspectors should an increase in the workload create a need for more inspectors. At the current time Commonwealth Inspection Bureau, Inc. exceed the minimum number of three (3) state certified electrical inspectors by having three (3) additional state certified electrical inspectors under its employment.

Commonwealth Inspection Bureau, Inc. believes its job performance history in Fayette County along with its working relationship with local electrical contractors, local electrical utility companies and the public constitute an invaluable part of this proposal. Commonwealth Inspection Bureau, Inc. takes pride in its spotless compliance record and performance of the prior and existing contracts with the Lexington-Fayette Urban County Government as well as its record of service to this community. Commonwealth Inspection Bureau, Inc. submits that its past performance is the best indicator of its future ability to perform the work required under this proposal.

## **Section 11**



Marshall (Sandy) Jones  
5356 Stewart Road  
Lexington KY 40516  
(606) 294 9670

WORK EXPERIENCE:

1993 - Present:	COMMONWEALTH INSPECTION BUREAU, INC. President. Performed Electrical Inspections in Fayette County and surrounding counties.
1978 - 1993	ELECTRIC LEAGUE & RESEARCH BUREAU Office Manager and Electrical Inspector Performed Electrical Inspections in Fayette County and surrounding counties.
1976 - 1978	WALTERS ELECTRIC Electrician, Foreman & Supervisor of four electricians.
1974 - 1976	DIXIE CUP MANUFACTURING Performed various duties in factory and warehouse.
1970 - 1974	WALTERS ELECTRIC Electrician. Install electric wiring in various dwellings.

EDUCATION:

1978 - PRESENT	Attend 12 hours annually of continuing electrical education sponsored by the State of Kentucky.
1966 - 1970	Madison Central High School 2 years Vocational Training in Electrical



Page 2

Marshall (Sandy) Jones

PROFESSIONAL AFFILIATIONS:

International Association of Electrical  
Inspectors (IAEI)

Executive Committee of Western Section  
IAEI

National Fire Protection Association  
(NFPA)

State Certified Electrical Inspector

**KENTUCKY  
DEPARTMENT OF HOUSING,  
BUILDINGS & CONSTRUCTION**



**Marshall W Jones Jr**

**2B0002038**

**EXPIRATION DATE - 03/31/2025**

**INSPECTOR**



# Commonwealth of Kentucky

DEPARTMENT OF  
HOUSING, BUILDINGS AND CONSTRUCTION

## CERTIFIED ELECTRICAL INSPECTOR

This is to certify that

MARSHALL JONES

has satisfactorily met the prescribed requirements established by the Department of Housing, Buildings and Construction pursuant to the Kentucky Revised Statutes and is hereby designated a Certified Electrical Inspector, and is subject to the rules and regulations of this department.

This certificate expires N/A.

2038-C

Certificate No.

In testimony thereof, I have hereunder subscribed my name  
and affixed the seal of the Commonwealth of Kentucky  
this 16th day of March 19 88

*James Stiles*



# Madison Central High School

Richmond



Kentucky

This Certifies That

Marshall Jones

Has satisfactorily completed the Course of Study prescribed by the Board of  
Education for the Senior High School and is therefore entitled to this

## Diploma

In witness whereof, the seal of the Board of Education and signatures of School Officials  
are hereunto affixed in the year of one thousand nine hundred and seventy.

*Danell Wells*  
Chairman Board of Education

*James T. B. [Signature]*  
Principal

*H. D. House*  
Superintendent

# *Kentucky Chapter*

## *IAEI*

### ***Certifies that***

**Marshall Jones Jr. 2038C**

---

**Has successfully completed 12 hours of continuous education  
of the National Electrical Code NFPA 70.**

August 8, 9, 2024

Date

Dennis P. Steier

Trainer



**Dennis S. Conley**  
1267 Fogg Pike  
Mt. Sterling, KY 40353

**Work Experience:**

June 1995 – February 1997

Milner Electric  
Worked in field as an electrician

February 1997 – February 2005

Randy Walker Electric  
Worked as an Electrical Supervisor  
Oversaw the installation of electrical projects.

February 2005 to present

Commonwealth Inspection Bureau, Inc.  
Electrical Inspector, license #2486-C

**Education:**

1986 – 1990

Magoffin County High School

1993 - 1995

Morehead State University

2005 – Present

12 hours continuing education for Electrical Inspectors

**Professional:**

2005 – Present

Member of International Association of Electrical Inspectors  
Certified Electrical Inspector



Commonwealth of Kentucky  
OFFICE OF DEPARTMENT OF HOUSING, BUILDINGS  
& CONSTRUCTION

CERTIFIED ELECTRICAL INSPECTOR

**Dennis Scott Conley**

HAS SATISFACTORILY DEMONSTRATED PROFESSIONAL QUALIFICATIONS  
AND KNOWLEDGE THROUGH WRITTEN EXAMINATION FOR ELECTRICAL INSPECTOR  
ESTABLISHED BY THE OFFICE PURSUANT TO THE KENTUCKY REVISED STATUTES.

Certification Number: 2486-C

Date of Issue: May 13, 2005

Albert S. Mitchell, State Fire Marshal

Floyd Van Cook, Executive Director



**KENTUCKY  
DEPARTMENT OF HOUSING,  
BUILDINGS & CONSTRUCTION**



Dennis S Conley

2B0002486

EXPIRATION DATE - 05/31/2025

INSPECTOR

# *ASSOCIATED BUILDERS AND CONTRACTORS*

THIS CERTIFIES THAT

**Dennis Conley**

Has successfully completed ABC'S  
**NEC CODE UPDATE 6-hours**

Training Program this 9<sup>th</sup> day of March 2024



*Willie Howard*

Instructor

*Holly Baker*

ABC Apprenticeship Coordinator

Indiana/Kentucky  
Chapter

# ***ASSOCIATED BUILDERS AND CONTRACTORS***

THIS CERTIFIES THAT

**Dennis Conley**

Has successfully completed ABC'S  
**NEC CODE UPDATE 6-hours**

Training Program this 10<sup>th</sup> day of February 2024

*Jon Dougherty*

Instructor



*Holly Baker*

ABC Apprenticeship Coordinator

Indiana/Kentucky  
Chapter



**Brian Clifton**  
**219 Robyn Drive**  
**Winchester, KY 403915**

**Work Experience:**

**October 2016 – Present**  
**Electrical Inspector**

**Commonwealth Inspection Bureau, Inc.**  
Performed electrical inspections in Fayette County, Kentucky.  
Electrical Inspector, License #2559-C

**July 2012 -October 2016**  
**Master Electrician**

**Thompson Electrical Contractors, Inc.**  
Worked as lead electrician to effectively and efficiently wire residential new construction and remodels.

**July 2000 – July 2012**  
**Owner / Operator**

**Clifton Electrical Service**  
Performed electrical wiring new construction, remodels, are service repairs on residential and commercial buildings.

**May 1998 – July 2000**  
**Journeyman Electrician**

**Craig Jones Electric**  
Performed electrical wiring new construction, remodels, are service repairs on residential and commercial buildings while working under the supervision of a master electrician.

**Education:**

**1990**

Henry Clay High School  
Lexington, KY  
General Education Diploma awarded.

**1992**

Central Vo Tech  
Lexington, KY  
Diploma in Electricity awarded.

**1994**

Central Vo Tech  
Lexington, KY  
Certificate in Electronics awarded.

12 hours continuing education for Electrical Inspectors every year.

**Professional:**

Member of International Association of Electrical Inspectors  
Certified Electrical Inspector #2559-C



**PUBLIC PROTECTION CABINET**  
**Department of Housing, Buildings and Construction**

Matthew G. Bevin  
Governor

Steven A. Milby  
Commissioner

Electrical Division  
101 Sea Hero Road, Suite 100  
Frankfort, Kentucky 40601-5412  
Phone: 502-573-1797  
Fax: 502-573-1598  
[www.dhbc.ky.gov](http://www.dhbc.ky.gov)

David A. Dickerson  
Secretary

Timothy R. House  
Deputy Commissioner

October 14, 2016

Mr. Brian Clifton  
219 Robyn Drive  
Winchester KY 40391

Re: 2016 Electrical Inspector Certification

Dear Mr. Clifton:

Our office has reviewed the documentation you submitted for electrical inspector certification in 2016, and have approved your certification for Lexington-Fayette County.

Each electrical inspector is solely responsible for notifying the Department in writing of their current mailing address.

Name changes require legal documentation showing a name change. An original, a certified copy, or a duplicate copy of an original or certified copy of a document which shows the legal name change will be accepted unless the Department has a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

If you have not received your notice 30 days prior to the expiration date, please call (502) 573-1797.


Sincerely,

Tina Quire  
Assistant Director  
Electrical Division



An Equal Opportunity Employer M/F/D

**KENTUCKY  
DEPARTMENT OF HOUSING,  
BUILDINGS & CONSTRUCTION**

EXPIRATION DATE - 11/30/2024		INSPECTOR
	Brian P Clifton	
	2B0002559	



# ***ASSOCIATED BUILDERS AND CONTRACTORS***

THIS CERTIFIES THAT

**Brian Clifton**

Has successfully completed ABC'S  
**NEC CODE UPDATE 6-hours**

Training Program this 9<sup>th</sup> day of March 2024

*Willie Howard*

Instructor



*Holly Baker*

ABC Apprenticeship Coordinator

Indiana/Kentucky  
Chapter



# ***ASSOCIATED BUILDERS AND CONTRACTORS***

THIS CERTIFIES THAT

**Brian Clifton**

Has successfully completed ABC'S

**NEC CODE UPDATE 6-hours**

Training Program this 10<sup>th</sup> day of February 2024

*Jon Dougherty*

Instructor



*Holly Baker*

ABC Apprenticeship Coordinator

Indiana/Kentucky  
Chapter

**Jason Hall**

**269 Williamsburg Drive, Nicholasville, KY 40356**

**Phone: (859) 399-7256 Email: jasonhall269@gmail.com**

**Objective:**

Certified electrical inspector with over 20 years' experience in the residential, commercial and industrial electrical industry. Seeking to leverage extensive expertise in electrical inspections to contribute to a reputable organization.

**Experience:**

**2022 – Present - Commonwealth Inspection Bureau, Inc., Lexington, KY**  
**Electrical Inspector**

- Performed electrical inspections in Fayette County, Kentucky.

**2020 - 2022 - Hallmark Services, LLC, Nicholasville, KY**  
**Master Electrician**

- Work as a lead electrician to effectively wire residential and commercial construction according to the National Electrical Code. Owner / operator

**2019 - 2022 - Arrow Electric Co. Inc., Lexington, KY**  
**Master Electrician, Foreman**

- Work as a lead electrician to effectively wire industrial and commercial construction according to the National Electrical Code.

**2017 - 2019 - Aerotek Staffing Inc., Lexington, KY**  
**Master Electrician, Foreman**

- Work as a lead electrician to effectively wire industrial and commercial construction according to the National Electrical Code.

**2015 - 2017 – Elliott Electrical Contractors, Lexington, KY**  
**Master Electrician, Foreman**

- Work as a lead electrician to effectively wire residential and commercial construction according to the National Electrical Code.

**2011 - 2017 – Amteck of Kentucky, Lexington, KY**  
**Master Electrician**

- Work as an electrician to effectively wire residential, commercial, and industrial construction according to the National Electrical Code

**Education:**

**Independent Electrical Contractor of the Bluegrass, Inc. – September 2012**

- 4-year accredited apprenticeship program

**Continuing Education**

- 12 hours continuing education for electrical inspectors yearly.

**International Code Council – September 2012**

- Master electrical license passed.





**Independent Electrical Contractors of the Bluegrass, Inc.**  
493 Blue Sky Parkway ◊ Lexington, KY 40509 ◊ 859-266-4968 ◊ Fax 859-266-7971 ◊ www.iecbluegrass.org

October 9, 2012

Electrical Licensing Division  
Department of Housing Building & Construction  
101 Sea Hero Road  
Frankfort, KY 40601

To Whom It May Concern:

Please accept this letter as verification that the individual listed below completed the IEC of the Bluegrass, Inc. Electrical Apprenticeship Program consisting of four years of classroom training, 576 hours and 8,000 hours of On the Job Training as required by the Department of Labor.

Program Sponsorship Name: IEC of the Bluegrass, Inc.  
Program Field: Electrical  
Name: Jason C. Hall  
Social Security Number: 406-39-0403  
Classroom Training Hours: 620

Mr. Hall completed successfully the Apprenticeship program meeting the classroom training 620 hours and on the job training hours of 8,336.5 through September 2012, thus totaling 8,956.5 hours combined.

Please feel free to contact me if you have questions.

Sincerely,  
*Carmalee R. Cramer*  
Carmalee R. Cramer  
Executive Director

CRC



State of Kentucky County of Fayette

Subscribed and sworn to before me this 9th day of October, 2012

By Carmalee R. Cramer, known to me as proven to be the same person executing this document.

X *Maileigh Terndwood*  
NOTARY PUBLIC  
Notary ID # \_\_\_\_\_

My commission expires Notary ID No. 423458  
My Commission Expires 7/9/2014

**KENTUCKY  
DEPARTMENT OF HOUSING,  
BUILDINGS & CONSTRUCTION**



Jason C Hall

2B0100021

EXPIRATION DATE - 09/30/2024

INSPECTOR



# ***ASSOCIATED BUILDERS AND CONTRACTORS***

THIS CERTIFIES THAT

**Jason Hall**

Has successfully completed ABC'S  
**NEC CODE UPDATE 6-hours**

Training Program this 9<sup>th</sup> day of March 2024

*Willie Howard*

Instructor



*Holly Baker*

ABC Apprenticeship Coordinator

Indiana/Kentucky  
Chapter

# **ASSOCIATED BUILDERS AND CONTRACTORS**

THIS CERTIFIES THAT

**Jason Hall**

Has successfully completed ABC'S  
**NEC CODE UPDATE 6-hours**

Training Program this 10<sup>th</sup> day of February 2024

*Jon Dougherty*

Instructor



*Holly Baker*

ABC Apprenticeship Coordinator

Indiana/Kentucky  
Chapter



## **East Kentucky Electrical Inspections and Bluegrass Electrical Inspections**

**Justin Gibbs**

**887 KY 1953**

**Campton, KY 41301**

**859-489-6131**

Kentucky Dept. of Housing, Buildings and Construction certified and approved 2B Commercial Electrical Inspector General, current member on Board of Directors of the Kentucky Chapter of International Alliance of the Electrical Industry (IAEI), and lifelong resident of Kentucky.

### **Education**

2006 Graduate of Bluegrass Community and Technical College with certifications as:

Industrial Electrician, Commercial Electrician, Residential Electrician and Motor Control Electrician

### **License History**

2008 - Kentucky Journeyman Electrician EE63194

2010 - Kentucky Master Electrician ME64142

2010 - Kentucky Electrical Contractor CE64272

2019 - Kentucky 2B Commercial Electrical Inspector General 2B0002583

### **Experience**

2003-2004 - Kentucky Dept. of Parks Special Maintenance Electrician

2004-2006 - Apprentice Electrician

2006-2010 - Industrial Electrical Engineer and Journeyman Electrician

2010-2019 - Master Electrician, Electrical Contractor and Owner of Gibbs Electrical Solutions, LLC

2019- Current - Electrical Inspector General and Owner of East Kentucky Electrical Inspections

2023- Current – Electrical Inspector General and Owner of Bluegrass Electrical Inspections



## **Accomplishments**

Established the largest geographical jurisdiction for local electrical inspections in Kentucky, currently serving 18 local governments.

Completed over 3000 electrical inspections.

Prime Contractor with many Federal, State and Local Governments, Dept. of Defense, Colleges, Fortune 500 Companies and other Private Industries and Businesses.

Sub-Contractor with many General Contractors located inside and outside of Kentucky.

Performed electrical work in USA, Canada, and Mexico.

Created over 50 electrician jobs and completed over 750 electrical contracts.

Apprenticeship instructor for ABC Indiana/Kentucky.

Elected in 2022 to Kentucky IAEI Board of Directors.

## **Goal**

To establish a jurisdiction of counties and cities covering Eastern, Central and Northern Kentucky allowing me to serve our communities by utilizing my knowledge and experience to perform any type of electrical inspection required, thereby assisting and protecting the public from unsafe and illegal electrical installations.

## **References**

Contact any of the local governments that we have served since 2019:

Bath, Breathitt, Carroll, Fleming, Gallatin, Grant, Lee, Leslie, Lewis, Magoffin, Menifee, Morgan, Owen, Owsley, Pendleton, and Rowan County

City of Booneville

City of Owenton

KENTUCKY  
DEPARTMENT OF HOUSING  
BUILDINGS & CONSTRUCTION



Justin N Gibbs

2B0002583

EXPIRATION DATE - 10/31/2024

INSPECTOR



***Kentucky Chapter***

***IAEI***

***Certifies that***

***Justin Gibbs 2B0002583***

---

***Has successfully completed \_12\_ hours of continuous education  
of the National Electrical Code NFPA 70.***

***August 8, 9, 2024***

---

Date

***Dennis P. Steier***

---

Trainer



**Dale Fortney  
10 Parke Drive  
Richmond, KY 40475**

**Work Experience:**

Certified electrical inspector since 1987.  
Does electrical inspections for the cities of Richmond and Berea, KY.  
Electrical inspector license #2240-C

**Education:**

Attended Eastern Kentucky University for 2 years majoring in political science.  
Graduated from the Kentucky Military Academy in 1982 with a Reserve Officer's Commission.  
12 hours continuing education for Electrical Inspectors every year.

**Professional:**

Member of International Association of Electrical Inspectors  
Certified Electrical Inspector #2240-C



# Commonwealth of Kentucky

DEPARTMENT OF  
HOUSING, BUILDINGS AND CONSTRUCTION

CERTIFIED ELECTRICAL  
INSPECTOR

THIS IS TO CERTIFY THAT

has satisfactorily met the prescribed requirements established by the Department of Housing, Buildings and Construction pursuant to the Kentucky Revised Statutes and is hereby designated a Certified Electrical Inspector and is subject to the rules and regulations of this department.

This certificate expires November 30, 1987

224045

Card No. 45

Witnessed my name  
Governor of Kentucky  
to be



**KENTUCKY  
DEPARTMENT OF HOUSING,  
BUILDINGS & CONSTRUCTION**



Dale Fortney

2B0002240

EXPIRATION DATE - 01/31/2025

INSPECTOR



***Kentucky Chapter***

***IAEI***

***Certifies that***

**Dale Fortney 2240C**

---

***Has successfully completed \_12\_ hours of continuous education  
of the National Electrical Code NFPA 70.***

***August 8, 9, 2024***

---

Date

***Dennis P. Steier***

---

Trainer



# Dixie L. Littleton

---

327 Santa Anita Ct, Lexington, KY 40516 | 859-494-4932 | dixielittleton@gmail.com

## SUMMARY

- Detail-oriented bookkeeping para professional with 22+ years' experience applying financial and managerial accounting practices.

## HIGHLIGHTS

- Certified QuickBooks Pro Advisor
- Peachtree
- Financial reporting
- Public and private accounting
- Individual and Business tax returns
- General and tax accounting

## ACCOMPLISHMENTS

- Accounts Payable/Accounts Receivable
  - Knowledge of all aspects of accounts payable, including reconciling account statements
  - Knowledge of all aspects of accounts receivable, including reconciling account statements and collection of past due invoices
- Auditing Procedures
  - Knowledge of planning techniques, test and sampling methods involved in conducting audits.
- General Ledger Accounts
  - Maintained accurate accounts including cash, inventory, prepaid, fixed assets, accounts payable, accrued expenses and line of credit transactions.
- Payroll
  - Performed all phases of payroll including weekly time card entry, calculating payroll both by computer programs and by hand, compiled all payroll reports and W2's for multiple states. Prepared certified payroll reports for the government, knowledge of prevailing wages, and union wages and reporting.
- Individual and Business Tax Returns
- Compilation of individual 1040EZ, 1040A, 1040 Federal Income Tax Returns including all supporting schedules
- Compilation of 1120, 1120S, 1065 Federal Income Tax Returns.
- Compilation both individual and business state income tax returns and local income tax and net profit returns.

## EXPERIENCE

### SECRETARY | COMMONWEALTH INSPECTION BUREAU, INC | SEPTEMBER 2013 - PRESENT

- General Administrative duties- answering the telephone, greeting visitors, filing, etc.
- Accounts Receivable- perform all functions of accounts receivable including customer invoicing, making bank deposits, collections activities, and account reconciliation
- Accounts Payable – Perform all functions of accounts payable including payment of bills and reconciliation of vendor accounts.
- General Ledger – posting of entries, prepare monthly and yearly financial statements, reconciliation of bank statements, etc.
- Payroll - Perform all functions of payroll including calculation of hours work. Completing payroll processing using accounting software and compiling the payroll tax reports and making the tax payments.



#### **BOOKKEEPER | CAUDILL AND ARRON LLP, CPA'S | OCTOBER 2012 – SEPTEMBER 2013**

- Payroll - Perform all functions of payroll including calculation of hours work. Completing payroll processing using accounting software and compiling the payroll tax reports and making the tax payments. This has been performed for multiple businesses, including doctors' offices, daycare centers, restaurants and other industries.
- General Ledger – posting of entries, prepare monthly and yearly financial statements, reconciliation of bank statements, etc. This has been performed for multiple businesses, including doctors' offices, daycare centers, restaurants and other industries.
- Prepare personal, corporate and partnership returns.
- Accounts Receivable- perform all functions of accounts receivable including customer invoicing, making bank deposits, collections activities, and account reconciliation

#### **BOOKKEEPER | SHEPHERD COMMUNICATIONS | FEBRUARY 2010 – AUGUST 2012**

- Payroll - Maintain confidential information, such as pay rates, bonus targets and pay grades. Perform all functions of payroll including calculation of hours work. Completing payroll processing using accounting software and compiling the payroll tax reports and making the tax payments.
- General Ledger – posting of entries, preparing monthly and yearly financial statements, reconciliation of bank statements, etc.
- Prepare corporate federal, state and local income tax returns.
- Accounts Receivable- perform all functions of accounts receivable including customer invoicing, making bank deposits, collections activities, and account reconciliation
- Accounts Payable – Perform all functions of accounts payable including payment of bills and reconciliation of vendor accounts.

#### **BOOKKEEPER | WELCH & COMPANY, PSC, CPA'S | JUNE 1996 – FEBRUARY 2010**

- General Ledger - Prepared accurate financial statements at end of the quarter. Maintained fixed asset module and calculate and record monthly depreciation expense. Reconciled bank statements to clients' book. Reconstructed accounting records from clients' checks and cash receipts.
- Financial Reports - Compiled financial reports pertaining to cash receipts, expenditures and profit and loss. Drafted and reviewed financial statement compilations before being approved by partners. Completed monthly, quarterly and annual bank reconciliations for 15 small companies.
- QuickBooks Certified Advising - Directed multiple client accounting system conversions into QuickBooks financial platform.
- Performed all functions of payroll including calculations and tax reporting for 20 clients.
- Prepare personal, corporate and partnership returns

#### **EDUCATION**

##### **MASTER OF SCIENCE | MARCH 2019 | COLORADO TECHNICAL UNIVERSITY**

- Major: Accounting

##### **BACHELOR OF BUSINESS ADMINISTRATION – HIGH HONORS | 2010 | NATIONAL COLLEGE**

- Major: Accounting
- Minor: Management



# Colorado Technical University

The Board of Trustees upon the  
recommendation of the Faculty has conferred upon

Dixie Littleton

the degree of

Master of Science in Accounting

With all the rights, privileges and honors appertaining thereto.

Granted this month of March, two thousand nineteen.

  
University President



  
Provost and Chief Academic Officer

# Penny A. Jones

---

2031 Powhatan Trail, Richmond, KY 40475 | 859-533-9670

## HIGHLIGHTS

- QuickBooks
- Peachtree
- Accounts Payable/Accounts Receivable
- General ledger maintenance
- Payroll

## ACCOMPLISHMENTS

- Accounts Payable/Accounts Receivable
  - Knowledge of all aspects of accounts payable, including reconciling account statements
  - Knowledge of all aspects of accounts receivable, including reconciling account statements and collection of past due invoices
- General Ledger Accounts
  - Maintained accurate accounts including cash, inventory, prepaid, fixed assets, accounts payable, accrued expenses and line of credit transactions.
- Payroll
  - Performed all phases of payroll including weekly time card entry, calculating payroll both by computer programs and by hand, compiled all payroll reports and W2's for multiple states.
- net profit returns.

## EXPERIENCE

### ADMINISTRATIVE ASSISTANT PART-TIME COMMONWEALTH INSPECTION BUREAU, INC | SEPTEMBER 2013 - PRESENT

- General Administrative duties- answering the telephone, greeting visitors, filing, etc.
- Accounts Receivable- perform all functions of accounts receivable including customer invoicing, making bank deposits, collections activities, and account reconciliation

### OWNER/OPERATOR | HANDS OF POTTERY, LLC | AUGUST 2016 - PRESENT

- General Ledger – posting of entries, prepare monthly and yearly financial statements, reconciliation of bank statements, etc. This has been performed for multiple businesses, including doctors' offices, daycare centers, restaurants and other industries.
- Accounts Receivable- perform all functions of accounts receivable including customer invoicing, making bank deposits, collections activities, and account reconciliation
- Accounts Payable – Perform all functions of accounts payable including payment of bills and reconciliation of vendor accounts.
- Create individual pieces of by hand including the design, throwing of the clay, firing process of clay, and custom designing the glaze colors.

### BOOKKEEPER /STONE FENCE DOLL SHOPS | FEBRUARY 1990 – AUGUST 2006

- Payroll - Maintain confidential information, such as pay rates, bonus targets and pay grades. Perform all functions of payroll including calculation of hours work. Completing payroll processing using accounting software and compiling the payroll tax reports and making the tax payments.
- Accounts Receivable- perform all functions of accounts receivable including customer invoicing, making bank deposits, collections activities, and account reconciliation
- Accounts Payable – Perform all functions of accounts payable including payment of bills and reconciliation of vendor accounts.

## EDUCATION

### ASSOCIATE DEGREE IN SPECIALIZED BUSINESS /1998 | FUGAZZI COLLEGE

- Area of Concentration – Computer Applications



# Fugazzi College

Lexington, Kentucky

*Be it known that the Officers of Fugazzi College,  
upon the recommendation of the Faculty have conferred upon*

**Penny A. Brandenburg**

*the award of*

**Associate Degree in Specialized Business**

*Major in Computer Applications.*

*with all the rights, honors, and privileges thereunto appertaining.  
Witness the Seal of the College and the signatures of its duly authorized officers herunto affixed.*

*Given at Lexington, Kentucky, this month of June  
in the year of our Lord, 1989*



*Penny A. Brandenburg*  
Chairman

*Edward L. Brown*  
Director



## **Section 12**



Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comminsp@windstream.net

#### SECTION 4.3.7

##### **TIMELINESS AND QUALITY SERVICE GOALS**

If awarded the contract Commonwealth Inspection Bureau, Inc. will perform quarterly audits of each inspector's work using a format that is in conformance with IAS protocols. The completed audits will be submitted to the Director of Building Inspection on or before the first day of January, April, July, and October.



Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comminsp@windstream.net

## Timeliness and Quality Service Goals

Date of Audit: \_\_\_\_\_  
Name of Auditor: \_\_\_\_\_  
Title of Auditor: \_\_\_\_\_  
  
Audited Permit Number: \_\_\_\_\_  
Service Audited: Electrical Inspections  
Inspection Type: \_\_\_\_\_

### Audit Findings

#### Timeliness Service Goals

	Yes	No	N/A
Was the audited service performed in accordance with the state contract goals for service?			

#### Quality Service Goals

##### Life-Safety Errors

	Yes	No	N/A
Was the audited service performed in accordance with the National Electric Code?			

	Yes	No	N/A
Was the audited service performed in accordance with the Quality Goal for Life-Safety errors?			

##### Major Errors

	Yes	No	N/A
Was the audit service meet the Quality Service Goal for Major errors?			

##### Minor Errors

	Yes	No	N/A
Did the inspector verify the information on the permit?			

	Yes	No	N/A
Was the audit service meet the Quality Service Goal for Minor errors?			

#### Audit Results

	Yes	No	N/A
Did this Audit Pass?			

If "NO" was checked, indicate the reason the audit failed by checking all that apply:

☐ Failure to meet Timeliness Service Goal

☐ Failure to meet Life-Safety Errors Service Goal

☐ Failure to were Major Errors Service Goal

☐ Failure to meet Minor Errors Service Goal



## **Section 13**



COMINS-01

AMYERS

DATE (MM/DD/YYYY)

9/10/2024

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Lexington Insurance Agency, Inc.  
465 E High St., Ste. 101  
Lexington, KY 40507

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext): (859) 253-6570 FAX  
(A/C, No): (859) 253-6577

E-MAIL  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Frankenmuth Mutual Ins Co.

13986

INSURER B: Evanston Insurance Co.

35378

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Commonwealth Inspection Bureau Inc.  
501 Darby Creek Rd Ste 63  
Lexington, KY 40509

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6602778	8/18/2023	8/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6602777	8/18/2023	8/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6602778	8/18/2023	8/18/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6602776	8/18/2023	8/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> Professional Liab.			MKL3PE0004277	5/14/2023	5/14/2024	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

LFUCG  
Division of Building Inspection  
101 E Vine St.  
Lexington, KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



NAMED INSURED  
COMMONWEALTH INSPECTACCOUNT NO.  
700001001411AGENT  
0160055NAMED INSURED  
COMMONWEALTH INSPECTION BUREAU INC  
501 Darby Creek Rd Ste 63  
Lexington, KY 40509-2611Policy Change  
DeclarationISSUE DATE  
09/06/2024 at 02:15 PMAGENT  
Lexington Insurance Agency, Inc.  
P.O. Box 320  
Lexington, KY 40588  
Phone: (859) 253-6570 Agent: 0160055/0160055LEGAL ENTITY  
CorporationCHANGE EFFECTIVE DATE  
09/06/2024 at 12:01AM

Insurer: Frankenmuth Insurance Company

Reason for  
Amendment

Coverage(s) Add/Change/Delete - Umbrella Limit Increased

Summary of  
Coverages  
and  
Premiums

*This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment. In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide the insurance as stated in this policy.*

COVERAGE PARTS	PREVIOUS POLICY NO.	POLICY NO.	POLICY TERM	PREMIUM
Commercial Property	CPP6365920	6602778	08/18/2024 to 08/18/2025 12:01 AM	\$1,529
General Liability	CPP6365920	6602778	08/18/2024 to 08/18/2025 12:01 AM	\$1,368
Commercial Umbrella	CPP6365920	6602778	08/18/2024 to 08/18/2025 12:01 AM	\$1,025
Premium for Terrorism Coverage	CPP6365920	6602778	08/18/2024 to 08/18/2025 12:01 AM	Waived
Kentucky Municipal Tax	CPP6365920	6602778	08/18/2024 to 08/18/2025 12:01 AM	\$195
Kentucky State Surcharge	CPP6365920	6602778	08/18/2024 to 08/18/2025 12:01 AM	\$71
"The policy premium includes the surcharge required by KRS 136.392."				
Kentucky Collection Fee	CPP6365920	6602778	08/18/2024 to 08/18/2025 12:01 AM	\$20
Total Annual Premium				\$4,208

## Policy Locations

1  
501 Darby Creek Rd Ste 63  
Lexington, KY  
Fayette 40509-2611



NAMED INSURED  
COMMONWEALTH INSPECTPOLICY  
6602778POLICY TERM  
08/18/2024 to 08/18/2025AGENT  
0160055**Commercial Policy Information**

Your policy has changed effective 09/06/2024 as follows:

Coverage(s) Add/Change/Delete - Umbrella Limit Increased

COVERAGES/CONDITIONS/EXCLUSIONS	PREVIOUS	CURRENT
<b>Commercial Umbrella</b>		
Commercial Umbrella		
CUL Base Coverage		
Each Occurrence Limit	1,000,000	2,000,000
Aggregate Limit	1,000,000	2,000,000
Personal and Advertising Injury	1,000,000	2,000,000
Commercial Umbrella Additional Premium		\$313
Kentucky Municipal Tax		\$15
Kentucky State Surcharge		\$5
Kentucky Collection Fee		\$1
Total Commercial Policy Additional Premium		\$334

FORMS AND ENDORSEMENTS	FORM ID / EDITION
<b>Commercial Property Coverage Part</b>	
Kentucky - Local Government Tax Schedule	FM-1477 / 08-08*
<b>Commercial General Liability Coverage Part</b>	
Kentucky - Local Government Tax Schedule	FM-1477 / 08-08*
<b>Commercial Umbrella Coverage Part</b>	
Kentucky - Local Government Tax Schedule	FM-1477 / 08-08*

An asterisk (\*) indicates a new or updated version is included in this package.



NAMED INSURED  
COMMONWEALTH INSPECT

ACCOUNT NO.  
700001001411

AGENT  
**0160055**

## Billing Information

**PAYMENT PLAN** 12-Pay  
**BILLING METHOD** Direct Bill - Your billing account will reflect any change in premium.

Payments and credits may be applied to all policies on the same billing account and may be applied from one policy term to another. Payment received for less than the billed amount may be pro-rated to each policy and may result in cancellation of all policies for nonpayment of premium.

## Forms and Endorsements

The following is a list of the forms and endorsements that make up your policy. Refer to these as needed for detailed information concerning your coverage. Some of these forms were provided when you first purchased your insurance. If you have added new coverages or if the form describing a coverage has changed since you purchased or last renewed your policy, a new copy of the form may be found in this package. An asterisk (\*) indicates a new or updated version is included in this package.

TITLE	FORM NUMBER	EDITION DATE
<b>Commercial Property Coverage Part</b>		
Kentucky - Local Government Tax Schedule	FM-1477	08-08*
Common Policy Conditions	IL0017	11-98
Commercial Property Conditions	CP0090	07-88
Building And Personal Property Coverage Form	CP0010	10-12
Kentucky Changes	CP0166	09-00
Kentucky Changes - Cancellation And Nonrenewal	IL0263	09-08
Actual Cash Value And Depreciation Amendatory Endorsement	19332	09-21
Calculation Of Premium	IL0003	09-08
Cap On Losses From Certified Acts Of Terrorism	IL0952	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	12-20
Amendment Of Limited Coverage For Fungus And Bacteria	02536	07-02
Commercial Protection Plus	96212	02-13
Building Limit -- Automatic Increase	97264	04-20
Windstorm Or Hail Percentage Deductible	CP0321	10-12
Causes Of Loss - Special Form	CP1030	10-12
Equipment Breakdown Coverage (Including Electronic Circuitry Impairment)	06722	04-23
Commercial Property Coverage Part Equipment Breakdown Coverage Schedule	06725	01-07
Loss Payable Provisions	CP1218	10-12
Exclusion Of Loss Due To Virus Or Bacteria	CP0140	07-06
Cyber Incident Exclusion	CP1075	12-20
Exclusion Of Certain Computer-Related Losses	IL0935	07-02
<b>Commercial General Liability Coverage Part</b>		
Common Policy Conditions	IL0017	11-98
Commercial General Liability Coverage Form	CG0001	04-13
Kentucky Changes - Cancellation And Nonrenewal	IL0263	09-08
Calculation Of Premium	IL0003	09-08
Cap On Losses From Certified Acts Of Terrorism	CG2170	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	12-20
Commercial Liability Plus	95187	03-09
Condition - Two Or More Coverage Forms Or Policies Issued By Us	19395	05-23
Limited Fungi Or Bacteria Coverage	CG2425	12-04
Absolute Asbestos Exclusion	93068	01-17
Lead Contamination Exclusion	96210	01-17



NAMED INSURED  
COMMONWEALTH INSPECT

ACCOUNT NO.  
700001001411

AGENT  
**0160055**

TITLE	FORM NUMBER	EDITION DATE
Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	CG2106	05-14
Exclusion - Designated Professional Services	CG2116	04-13
Communicable Disease Exclusion	CG2132	05-09
Employment - Related Practices Exclusion	CG2147	12-07
Silica Or Silica - Related Dust Exclusion	CG2196	03-05
Exclusion - Inspection, Appraisal And Survey Companies	CG2224	04-13
Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	CG4032	05-23
Nuclear Energy Liability Exclusion Endorsement	IL0021	09-08
Employment Related Practices Insurance Endorsement	16127	01-17
Kentucky Changes	16154	01-17
War Exclusion	16153	01-17
Cyber And Information Protection Plus Endorsement	16158	01-17
Kentucky Changes	16161	01-17
Kentucky - Local Government Tax Schedule	FM-1477	08-08*
<b>Commercial Umbrella Coverage Part</b>		
Kentucky - Local Government Tax Schedule	FM-1477	08-08*
Common Policy Conditions	IL0017	11-98
Commercial Liability Umbrella Coverage Form	CU0001	04-13
Kentucky Changes - Cancellation And Nonrenewal	IL0263	09-08
Cap On Losses From Certified Acts Of Terrorism	CU2130	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	12-20
Individual Named Insured - Auto Coverage	CU2417	02-02
Exclusion of Broadened Primary Coverages	19248	01-21
Absolute Asbestos Exclusion	94093	09-05
Lead Contamination Exclusion	96210	01-17
Amendment Of Liquor Liability Exclusion	CU2113	04-13
Nuclear Energy Liability Exclusion Endorsement	CU2123	02-02
Fungi Or Bacteria Exclusion	CU2127	12-04
Silica Or Silica-Related Dust Exclusion	CU2150	03-05
Communicable Disease Exclusion	CU2158	05-09
Exclusion- Access Or Disclosure Of Confidential Or Personal Information And Data- Related Liability- With Limited Bodily Injury Exception	CU2186	05-14
Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	CU3454	05-23





Renewal

Commercial Policy

Page 1 of 1

NAMED INSURED  
COMMONWEALTH INSPECTPOLICY  
6602778POLICY TERM  
08/18/2024 to 08/18/2025AGENT  
0160055**Property  
Coverage****Description of Premises**

PREMISES	BUILDING	OCCUPANCY
1	1	Offices - Non-Governmental

**Coverages and Premiums**

Insurance at the described premises applies only for the coverages shown below.

PREMISES	BUILDING	DESCRIPTION AND DETAILS OF COVERAGE	PREMIUM
1	1	Building Coverage	\$879
LIMIT \$219,000		COINSURANCE 80%	VALUATION Replacement Cost
DEDUCTIBLE \$500		INFLATION GUARD Not Applicable	INCREASED WIND/HAIL DEDUCTIBLE 1%
COVERED CAUSES OF LOSS Special		EQ SPRINKLER LEAKAGE ONLY Not Applicable	
1	1	All Personal Property	\$240
LIMIT \$38,630		COINSURANCE 80%	VALUATION Replacement Cost
DEDUCTIBLE \$500		INFLATION GUARD Not Applicable	INCREASED WIND/HAIL DEDUCTIBLE 1%
COVERED CAUSES OF LOSS Special		EQ SPRINKLER LEAKAGE ONLY Not Applicable	

**Optional Property Coverages**

PREMISES	BUILDING	DESCRIPTION AND DETAILS OF COVERAGE	PREMIUM
ALL	ALL	Commercial Protection Plus	\$350
ALL	ALL	Equipment Breakdown	See Forms 06722, 06725 \$60

Total Property Coverage Premium \$1,529

**Additional Interests**

PREMISES	BUILDING	NAME AND ADDRESS	ADDITIONAL INTEREST TITLE
1	1	CENTRAL BANK & TRUST CO PO BOX 1320 Lexington, KY 40588	Loss Payable

NAMED INSURED  
COMMONWEALTH INSPECT

POLICY  
6602778

POLICY TERM  
08/18/2024 to 08/18/2025

AGENT  
**0160055**
**Commercial  
General  
Liability  
Coverage**
**Limits of Insurance**  
Audit Frequency: Annual

COVERAGE	LIMIT
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit, Any One Premises	\$500,000
Medical Expense Limit, Any One Person	\$10,000
Personal and Advertising Injury Limit, Any One Person or Organization	\$1,000,000
General Aggregate Limit	\$2,000,000

**Classification Schedule**

PREMISES	DESCRIPTION AND DETAILS OF CLASSIFICATION	PREMIUM
1	Inspection and Appraisal Companies-inspecting for insurance, valuation purposes Products-Completed Operations are subject to the General Aggregate Limit STATE TERRITORY CLASS CODE DEDUCTIBLE PREMIUM BASIS Premises Operations KY 503 96317 \$260,781 Payroll	\$760
ALL	Cyber and Information Protection Plus (Claims-Made)	\$278
ALL	Commercial Liability Plus (All Locations)	\$175
ALL	Employment Related Practices Liability (EPLI)	\$155
Premises Operations - Total Premium		\$760
<b>Total Commercial General Liability Coverage Premium</b>		<b>\$1,368</b>



# CYBER AND INFORMATION PROTECTION PLUS ENDORSEMENT (CLAIMS-MADE AND REPORTED COVERAGE)

## NOTICE

THE INSURING AGREEMENTS OF THIS ENDORSEMENT PROVIDE CLAIMS-MADE AND REPORTED COVERAGE. DEFENSE COSTS ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE. PAYMENT OF DEFENSE COSTS UNDER THIS ENDORSEMENT WILL REDUCE THE LIMIT OF INSURANCE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

<b>Named Insured:</b> COMMONWEALTH INSPECTION BUREAU INC	
COVERAGE AGREEMENT	LIMIT OF LIABILITY
<b>A. Multimedia Liability Coverage:</b>	\$ 100,000 each "Claim" / Aggregate
<b>B. Security And Privacy Liability Coverage:</b>	\$ 100,000 each "Claim" / Aggregate
<b>C. Privacy Regulatory Defense And Penalties Coverage:</b>	\$ 100,000 each "Claim" / Aggregate
<b>D. Privacy Breach Response Costs Coverage:</b>	\$ 100,000 each "Claim" / Aggregate
<b>Proactive Privacy Breach Response Costs Sublimit:</b>	\$ 25,000 each "Claim" / Aggregate
<b>Voluntary Notification Expenses Sublimit:</b>	\$ 100,000 each "Claim" / Aggregate
<b>E. Network Asset Protection Coverage:</b>	\$ 100,000 each "Claim" / Aggregate
<b>F. Cyber Extortion Coverage:</b>	\$ 100,000 each "Claim" / Aggregate
<b>G. Cyber Terrorism Coverage:</b>	\$ 100,000 each "Claim" / Aggregate
<b>H. Identity Theft Expense Coverage:</b>	\$ 50,000 each "Claim" / Aggregate
<b>I. Reputational Harm Expenses Coverage:</b>	\$ 100,000 each "Claim" / Aggregate
<b>J. PCI DSS Assessment Coverage:</b>	\$ 100,000 each "Claim" / Aggregate
<b>K. Cyber Crime Coverage:</b>	\$ 10,000 each "Claim" / Aggregate
<b>Annual Aggregate Limit:</b>	\$ 100,000
<b>Coverage Period:</b> 08/18/2024 to 08/18/2025	<b>Retroactive Date:</b> 08/18/2017
<b>Optional Coverages</b>	
<input type="checkbox"/> <b>Extended Reporting Period</b>	from: to Premium:
<input type="checkbox"/> <b>Additional Insured – Executors, Administrators, Trustees Or Beneficiaries</b>	
<input type="checkbox"/> <b>Additional Insured – Grantor Of Franchise</b>	
<input type="checkbox"/> <b>Additional Insured – Grantor Of Licenses – Automatic Status When Required By Licensor</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES LIABILITY ENDORSEMENT**

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE AND REPORTED COVERAGE.  
PLEASE READ THE ENTIRE FORM CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

<b>LIMITS OF LIABILITY:</b>	
Each Claim Limit:	\$ 100,000
Aggregate Limit:	\$ 100,000
<b>EACH CLAIM RETENTION:</b> \$ 5,000	
<b>COVERAGE PERIOD:</b> 08/18/2024 to 08/18/2025 <b>RETROACTIVE DATE:</b> 08/18/2017	
<input type="checkbox"/> <b>EXTENDED REPORTING PERIOD</b>	
<input type="checkbox"/> <b>ADDITIONAL INSURED – EXECUTORS, ADMINISTRATORS, TRUSTEES OR BENEFICIARIES</b>	
<input type="checkbox"/> <b>ADDITIONAL INSURED – GRANTOR OF FRANCHISE</b>	
<input type="checkbox"/> <b>ADDITIONAL INSURED – GRANTOR OF LICENSES – AUTOMATIC STATUS WHEN REQUIRED BY LICENSOR</b>	
<b>PREMIUM:</b>	\$ 155.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**THE LIMITS OF LIABILITY AVAILABLE TO PAY FOR JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS, JUDGMENTS AND/OR SETTLEMENTS SHALL BE SUBJECT TO THE RETENTION AMOUNT.**

In consideration of the payment of the premium and in reliance on all statements made and information furnished to us, including the statements made in the Application, its attachments and any materials submitted therewith, all of which are made a part hereof, we agree to this Endorsement as a contract with you.

Throughout this Endorsement, the words **you** and **your** refer to the **INSURED** shown in the Declarations and any other person(s) or organization(s) qualifying as an **INSURED** under **SECTION III – WHO IS AN INSURED**. The words **we**, **us**, **our** and **Insurer** refer to the underwriters providing this Insurance.

Words and phrases that appear in boldface and capitals have a special meaning in this Endorsement. Refer to **SECTION VII – DEFINITIONS**.

### **SECTION I – INSURING AGREEMENT – WHAT IS COVERED**

#### **1. INSURING AGREEMENT**

We shall pay those amounts the **INSURED** is legally required to pay as **LOSS** by reason of a **CLAIM** for **your WRONGFUL EMPLOYMENT PRACTICE(S)** to which this insurance applies. The **WRONGFUL EMPLOYMENT PRACTICE(S)** must take place or first commence on or after the **RETROACTIVE DATE**. A **CLAIM** for a **WRONGFUL EMPLOYMENT PRACTICE** must be first made against **you** and reported to **us** during the **COVERAGE PERIOD** or any extended reporting period before we will agree to provide coverage under this Endorsement.



**NAMED INSURED**  
COMMONWEALTH INSPECT

**POLICY**  
6602777

**POLICY TERM**  
08/18/2024 to 08/18/2025

**AGENT**  
**0160055**

**NAMED INSURED - ITEM ONE**  
COMMONWEALTH INSPECTION BUREAU INC  
501 Darby Creek Rd Ste 63  
Lexington, KY 40509-2611

**Renewal  
Declaration**

**ACCOUNT**  
700001001411

**POLICY**  
6602777

**ISSUE DATE**  
07/17/2024 at  
02:31 PM

**POLICY TERM**  
08/18/2024 to 08/18/2025 12:01 AM

**AGENT**  
Lexington Insurance Agency, Inc.  
P.O. Box 320  
Lexington, KY 40588  
Phone: (859) 253-6570 Agent: 0160055/0160055

**LEGAL ENTITY**  
Corporation

**Insurer:** Frankenmuth Insurance Company

**Additional Named Insureds**

LOCATION FEIN	NAME	DBA	LEGAL ENTITY
All	***-**-6161 Marshall Jones Jr.		Individual

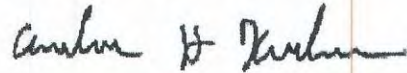
**Item Two Schedule of Coverages and Covered Autos**

*This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.*

COVERAGES	COVERED AUTOS	LIMIT OR DEDUCTIBLE	PREMIUM
Covered Autos Liability	1	\$1,000,000	\$7,697
Personal Injury Protection(or Equivalent No-Fault Coverage)	5	Separately stated in each Personal Injury Protection Endorsement minus Deductible shown in Item Three.	\$306
Uninsured Motorists	2	\$1,000,000	\$171
Underinsured Motorists (When not Included in Uninsured Motorists Coverage)	2	\$1,000,000	\$1,905
Physical Damage Comprehensive Coverage	2	Refer to Item Three for Each Covered Auto Deductible for All Perils. (A maximum deductible may also apply. Refer to Coverage Form for details.) See Item Four for Hired or Borrowed Autos.	\$1,138

**Witness Clause**

In Witness Whereof, the Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



---

President



Renewal

Business Auto Policy

Page 2 of 5

**NAMED INSURED**  
COMMONWEALTH INSPECT

**POLICY**  
6602777

**POLICY TERM**  
08/18/2024 to 08/18/2025

**AGENT**  
**0160055**

COVERAGES	COVERED AUTOS	LIMIT OR DEDUCTIBLE	PREMIUM
Physical Damage Collision Coverage	2	Refer to Item Three for Each Covered Auto Deductible. See Item Four for Hired or Borrowed Autos.	\$1,523

## Optional Coverages

Diamond Auto Standard

**State**  
All

Premium

\$259

## Subtotal

\$12,999

Kentucky Municipal Tax

\$645

Kentucky Collection Fee

\$65

Kentucky State Surcharge

\$232

\*The policy premium includes the surcharge required by  
KRS 136.392.

Total Policy Premium

\$13,941

## Item Three Schedule of Covered Autos You Own

COVERED AUTO NO.	GARAGING LOCATION	TERRITORY NUMBER
1	501 Darby Creek Rd Ste 63, Lexington, KY 40509	103
2	501 Darby Creek Rd Ste 63, Lexington, KY 40509	103
3	501 Darby Creek Rd Ste 63, Lexington, KY 40509	103
4	501 Darby Creek Rd Ste 63, Lexington, KY 40509	103
5	501 Darby Creek Rd Ste 63, Lexington, KY 40509	103
6	501 Darby Creek Rd Ste 63, Lexington, KY 40509	103

COVERED AUTO NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER (VIN)	COST NEW	STATED AMOUNT
1	2006 CHEV 1500 Slvr 15 4x2 WT	3GCEC14X06G145327	\$18,190	\$0
2	2018 CHEV MALIBU 4dr LS(1LS) 1	1G1ZB5ST1JF167254	\$23,225	\$0
3	2018 CHEV MALIBU 4dr LS(1LS) 1	1G1ZB5ST4JF167734	\$23,225	\$0
4	2018 CHEV MALIBU 4dr LS(1LS) 1	1G1ZB5ST2JF167408	\$23,225	\$0
5	2019 CHEV SILVERADO 1500 Crew	1GCUYGED3KZ154120	\$51,195	\$0
6	2021 JEEP WRANGLER UNLIMITED 4	1C4HJXEN4MW846843	\$53,750	\$0

COVERED AUTO NO.	RADIUS OF OPERATION	USE	SIZE CLASS
1	Local	Service	Light Truck
2	-	-	-
3	-	-	-
4	-	-	-
5	Local	Service	Light Truck
6	Local	Service	Light Truck

COVERED AUTO NO.	CLASS CODE	CLASS CODE DESCRIPTION
1	01499	Not Otherwise Specified - All Other
2	7398	Personal Use or Business Use - Fleet Vehicle
3	7398	Personal Use or Business Use - Fleet Vehicle
4	7398	Personal Use or Business Use - Fleet Vehicle
5	01499	Not Otherwise Specified - All Other
6	01499	Not Otherwise Specified - All Other

Renewal

Business Auto Policy

Page 3 of 5

NAMED INSURED  
COMMONWEALTH INSPECT

POLICY  
6602777

POLICY TERM  
08/18/2024 to 08/18/2025

AGENT  
0160055

COVERED AUTO NO.	LIABILITY LIMIT	PREMIUM	MEDICAL PAYMENTS LIMIT	PREMIUM	MI PROP DMG LIAB BUYBACK PREMIUM	MCCA PREMIUM
1	\$1,000,000	\$1,044	-	-	-	-
2	\$1,000,000	\$1,012	-	-	-	-
3	\$1,000,000	\$1,012	-	-	-	-
4	\$1,000,000	\$1,012	-	-	-	-
5	\$1,000,000	\$1,637	-	-	-	-
6	\$1,000,000	\$1,731	-	-	-	-
COVERED AUTO NO.	PERSONAL INJURY PROTECTION			ADDED PIP PREMIUM	MI PROP PROT PREMIUM	MI MEDICAL EXPENSE
	TYPE	DEDUCTIBLE	PREMIUM			
1	Basic	Full Coverage	\$50	-	-	-
2	Basic	Full Coverage	\$52	-	-	-
3	Basic	Full Coverage	\$52	-	-	-
4	Basic	Full Coverage	\$52	-	-	-
5	Basic	Full Coverage	\$50	-	-	-
6	Basic	Full Coverage	\$50	-	-	-
COVERED AUTO NO.	UNINSURED MOTORIST LIMIT	PREMIUM	UNINSURED MOTORIST PROP DAMAGE LIMIT	PREMIUM	UNDERINSURED MOTORIST LIMIT	PREMIUM
1	\$1,000,000	\$29	-	-	\$1,000,000	\$257
2	\$1,000,000	\$28	-	-	\$1,000,000	\$378
3	\$1,000,000	\$28	-	-	\$1,000,000	\$378
4	\$1,000,000	\$28	-	-	\$1,000,000	\$378
5	\$1,000,000	\$29	-	-	\$1,000,000	\$257
6	\$1,000,000	\$29	-	-	\$1,000,000	\$257
COVERED AUTO NO.	COLLISION			OTHER THAN COLLISION		
	TYPE	DEDUCTIBLE	PREMIUM	TYPE	DEDUCTIBLE	PREMIUM
1	ACV	\$1,000	\$58	ACV-Comprehensive	\$500	\$101
2	ACV	\$1,000	\$218	ACV-Comprehensive	\$500	\$129
3	ACV	\$1,000	\$218	ACV-Comprehensive	\$500	\$129
4	ACV	\$1,000	\$218	ACV-Comprehensive	\$500	\$129
5	ACV	\$1,000	\$391	ACV-Comprehensive	\$500	\$311
6	ACV	\$1,000	\$420	ACV-Comprehensive	\$500	\$339
COVERED AUTO NO.	AUTO LOAN LEASE GAP PREMIUM	TOWING & LABOR LIMIT	PREMIUM	RENTAL REIMB. TAPES, RECORDS PREMIUM	& DISCS PREMIUM	AV & DATA EQUIP. PREMIUM
1	-	-	-	-	-	-
2	-	-	-	-	-	-
3	-	-	-	-	-	-
4	-	-	-	-	-	-
5	-	-	-	-	-	-
6	-	-	-	-	-	-
COVERED AUTO NO.	ACC. PREV CREDIT	KY ANTI-THEFT CREDIT	TRUCKERS UIE PREMIUM	TOTAL PREMIUM		
1	-	-	-	\$1,539		
2	-	-	-	\$1,817		
3	-	-	-	\$1,817		
4	-	-	-	\$1,817		
5	-	-	-	\$2,675		
6	-	-	-	\$2,826		

\*Includes permanently attached equipment



NAMED INSURED  
COMMONWEALTH INSPECT

POLICY  
6602777

POLICY TERM  
08/18/2024 to 08/18/2025

AGENT  
0160055

## Item Four Schedule of Hired or Borrowed Covered Auto Coverage and Premiums

### Covered Autos Liability Coverage - Cost of Hire Rating Basis

For Liability Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

STATE	ESTIMATED ANNUAL COST OF HIRE PRIMARY COVERAGE	ESTIMATED ANNUAL COST OF HIRE EXCESS COVERAGE	PREMIUM
KY	\$0	\$0	\$100
Hired Auto Liability Premium			\$100
Total Hired Auto Premium			\$100

## Item Five Schedule for Non-ownership Covered Autos Liability

STATE	NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
KY	Other Than Auto Service Operations	Number of Employees	5	\$149
Total Non-ownership Covered Autos Liability Premium				\$149

### Additional Interests

Except for Towing and Labor, all Physical Damage loss is payable to you and the Loss Payee named below according to their interests in the auto at the time of the loss.

Loss Payable Clause  
AUTO #: 5  
GM FINANCIAL  
PO BOX 182673  
ARLINGTON TX 76096-2673

Employee As Lessor  
AUTO #: 6  
MARSHALL JONES JR.  
2031 POWHATAN TRL  
RICHMOND KY 40475-8932

### Billing Information

**PAYMENT PLAN** 12-Pay  
**BILLING METHOD** Direct Bill - An Account Invoice or Payment Schedule will be mailed to you.

Payments and credits may be applied to all policies on the same billing account and may be applied from one policy term to another. Payment received for less than the billed amount may be pro-rated to each policy and may result in cancellation of all policies for nonpayment of premium.

### Forms and Endorsements

The following is a list of the forms and endorsements that make up your policy. Refer to these as needed for detailed information concerning your coverage. Some of these forms were provided when you first purchased your insurance. If you have added new coverages or if the form describing a coverage has changed since you purchased or last renewed your policy, a new copy of the form may be found in this package. An asterisk (\*) indicates a new or updated version is included in this package.

TITLE	STATE	FORM NUMBER	EDITION DATE
-------	-------	----------------	-----------------





Renewal

Standard Workers' Compensation and  
Employer's Liability Policy

Page 1 of 4

CARRIER NUMBER  
17388

NAMED INSURED  
COMMONWEALTH INSPECT

POLICY  
6602776

POLICY TERM  
08/18/2024 to 08/18/2025

AGENT  
0160055

AGENT  
Lexington Insurance Agency, Inc.  
P.O. Box 320  
Lexington, KY 40588

Renewal  
Declaration

ACCOUNT  
700001001411

POLICY  
6602776

ISSUE DATE  
07/17/2024 at  
02:31 PM

Information Page

POLICY TERM  
08/18/2024 to  
08/18/2025 12:01  
AM

Phone: (859) 253-6570 Agent: 0160055/0160055

Insurer: Frankenmuth Insurance Company  
Carrier Number: 17388

Billing  
Information

PAYMENT PLAN 12-Pay

BILLING METHOD Direct Bill - An Account Invoice or Payment Schedule will be mailed to you.

Payments and credits may be applied to all policies on the same billing account and may be applied from one policy term to another. Payment received for less than the billed amount may be pro-rated to each policy and may result in cancellation of all policies for nonpayment of premium.

ITEM 1. Named Insured

COMMONWEALTH INSPECTION BUREAU INC  
501 Darby Creek Rd Ste 63  
Lexington, KY 40509-2611

LEGAL ENTITY

Corporation

FEIN

\*\*--6161

AUDIT FREQUENCY

STATE ID

INTRASTATE ID

160628251-KY

ITEM 2. Policy Period

08/18/2024 to 08/18/2025 12:01 a.m. Standard Time at the address of the insured as stated herein.

ITEM 3A. Workers' Compensation Insurance

Part One of the policy applies to the Workers' Compensation Law of the states listed here:  
Kentucky

ITEM 3B. Employer's Liability Insurance

Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	each employee
Bodily Injury by Disease	\$1,000,000	policy limit

Item 3C. Other States Insurance

Part Three of the policy applies to the states, if any, listed here: All states except North Dakota, Ohio, Washington, Wyoming, and states designated in Item 3A of the Declarations.

Item 3D. Endorsements and Schedules

See attached schedule for a list of endorsements and schedules forming part of this policy.

Item 4. Classifications of Operations\*

See Attached for Classification of Operations by State

The premium for this policy will be determined by our manual of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit.



# **Renewal**

# **Standard Workers' Compensation and Employer's Liability Policy**

Page 2 of 4

**CARRIER NUMBER**  
17388

**NAMED INSURED**  
COMMONWEALTH INSPECT

**POLICY**  
6602776

**POLICY TERM**  
08/18/2024 to 08/18/2025

**AGENT**  
**0160055**

## **Item 4. Classifications of Operations\***

**Total Estimated Annual Premium** \$2,293  
**Total Amount Due** \$2,452

Minimum Premium \$474

\* Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

## **ITEM 4 Classification of Operations**

Kentucky

**Standard Premium (08/18/2024 - 08/18/2025)**

Location	Code	Description	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 Remuneration	Estimated Annual Premium
1	8720	Inspection Of Risks For Insurance Or Valuation Purposes NOC	\$256,780	0.9800	\$2,516
1	8810	Clerical Office Employees NOC.	\$43,255	0.1200	\$52
		<b>Total Manual Premium</b>			<b>\$2,568</b>
	9812	Employers Liability Increased Limits Factor		1.1%	\$28
	9848	Balance to Employers Liability Increased Limits Minimum Premium		120	\$92
		<b>Total Subject Premium</b>			<b>\$2,688</b>
		<b>Total Modified Premium</b>			<b>\$2,688</b>
	9887	Schedule Rating Factor			-\$645
		<b>Total Standard Premium</b>			<b>\$2,043</b>
	0064	Premium Discount			\$0
	0900	Expense Constant		\$160	\$160
	9740	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement	\$300,035	0.0200	\$60
	9741	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement	\$300,035	0.0100	\$30
		<b>Estimated Annual Premium</b>			<b>\$2,293</b>
		Kentucky Special Fund Assessment(08/18/2024 - 08/18/2025)		0.0694	\$159
		<b>Kentucky Amount Due</b>			<b>\$2,452</b>

## **Location(s) Schedule**

## **LOCATION ADDRESS**

1 501 Darby Creek Rd Ste 63  
Lexington, KY  
Fayette 40509-2611

## **Endorsement Schedule**

The following is a list of the forms and endorsements that make up your policy. Refer to these as needed for detailed information concerning your coverage. If you have added new coverages or if the form describing a coverage has changed since you purchased or last renewed your policy, a new copy of the form may be found in this package and is indicated with an asterisk(\*).

STATE	FORM NUMBER	EDITION DATE	TITLE
KY	WC160602	1099	Kentucky Notice Of Appeal Rights Endorsement
KY	WC000000C	0115	Workers Compensation And Employers Liability Insurance Policy

**Renewal****Standard Workers' Compensation and  
Employer's Liability Policy**

Page 3 of 4

**CARRIER NUMBER**  
17388  
**NAMED INSURED**  
COMMONWEALTH INSPECT**POLICY**  
6602776**POLICY TERM**  
08/18/2024 to 08/18/2025**AGENT**  
**0160055**

STATE	FORM NUMBER	EDITION DATE	TITLE
KY	WC000404	0484	Pending Rate Change Endorsement
KY	WC000406	0884	Premium Discount Endorsement*
KY	WC000414A	0119	90-Day Reporting Requirement - Notification Of Change In Ownership Endorsement
KY	WC000419A	0822	Premium Due Date Endorsement
KY	WC000424	012017	Audit Noncompliance Charge Endorsement*
KY	WC160305	0607	Kentucky Part One Workers Compensation Insurance Endorsement
KY	WC160601	1297	Kentucky Cancellation And Nonrenewal Endorsement
KY	WC000422C	0121	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
KY	WC000421F	0822	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
KY	WC000308	0484	Partners, Officers And Others Exclusion Endorsement*





# EVANSTON INSURANCE COMPANY

NO FLAT CANCELLATIONS

## DECLARATIONS

SOME COVERAGE PARTS ARE CLAIMS MADE AND REPORTED. PLEASE READ THE COVERAGE PART(S) CAREFULLY. CLAIMS-MADE AND REPORTED COVERAGE PARTS REQUIRE THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, BUT NO LATER THAN 60 DAYS AFTER THE DATE OF EXPIRATION OF THE POLICY PERIOD OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE.

PLEASE NOTE THAT AMOUNTS INCURRED AS CLAIM EXPENSES WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE AND WILL BE APPLIED AGAINST THE DEDUCTIBLE OR RETENTION AMOUNT.

POLICY NUMBER: MKLV3PEO004892

RENEWAL OF POLICY: MKLV3PEO004277

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)  
Commonwealth Inspection Bureau, Inc.  
501 Darby Creek Dr Ste 63  
Lexington, KY 40509-2611

Policy Period: From 05/14/2024 to 05/14/2025 at 12:01 A.M. Standard Time at the mailing address shown above.

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREE WITH THE INSUREDS TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

Producer Number, Name and Mailing Address
210460 Arlington Roe 8900 Keystone Crossing, Suite 800 Indianapolis, IN 46240

\$3,686.00	Premium
200.00	Policy Fee
223.45	City Tax
116.58	Surplus Lines Tax
69.95	KY State Surcharge
\$4,295.98	Total

This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.



### Insuring Agreement Schedule

This Policy includes only those Insuring Agreements designated below by "X" (☒) as purchased. If Insuring Agreement is not expressly designated as purchased, this Policy does not include such coverage.

Professional Liability Insurance					
Insuring Agreement		Limits Of Liability		Deductible	Retroactive Date
<input checked="" type="checkbox"/> Professional Liability: or	\$1,000,000	Each Claim	\$5,000	Each Claim	05/14/2021
<input type="checkbox"/> Information Technology Professionals:	\$1,000,000	Aggregate	\$15,000	Aggregate	
Additional Payments					
<input checked="" type="checkbox"/> TCPA Violation:	\$25,000		\$5,000		05/14/2021
<input checked="" type="checkbox"/> FCRA Violation:	\$25,000		\$5,000		05/14/2021
<input checked="" type="checkbox"/> Sexual Injury:	\$10,000		\$5,000		05/14/2021
<input checked="" type="checkbox"/> Third Party Discrimination:	\$25,000		\$5,000		05/14/2021
Supplementary Payments					
<input checked="" type="checkbox"/> Disciplinary Proceeding:	\$25,000		Not Applicable		05/14/2021
<input checked="" type="checkbox"/> Loss Of Earnings And Expense Reimbursement:	\$10,000	Per Day	Not Applicable		05/14/2021
	\$25,000	Maximum			
<input checked="" type="checkbox"/> Pre-Claim Assistance Expenses:	\$5,000		Not Applicable		05/14/2021
<input checked="" type="checkbox"/> Public Relations Expenses:	\$5,000		Not Applicable		05/14/2021
<input checked="" type="checkbox"/> Subpoena And Record Request Assistance:	\$5,000		Not Applicable		05/14/2021
Coverage Part Aggregate Limit Of Liability:	\$1,000,000				
Description of Professional Services: Code Compliance Electrical Inspection Services					

General Liability Insurance For Professionals			
Coverage	Limits Of Liability	Deductible	Retroactive Date
Each Occurrence:		Each Occurrence	
Damage To Premises:	Any One Premises		
Medical Expense:	Each Person		
Personal & Advertising Injury:	Each Person Or Organization	Each Person Or Organization	
General Aggregate:			
Products/Completed Operations Aggregate:			



Supplementary Payments <input type="checkbox"/> Loss Of Earnings And Expense Reimbursement:	Per Day Maximum
Description of Specified Products, Goods, Operations, or Premises:	

### Markel Cyber 360<sup>SM</sup> Insurance

Insuring Agreements	Insuring Agreement Aggregate Limit Of Liability	Retention Amount/ Retention Period	Retroactive Date
<input type="checkbox"/> Cyber And Privacy Liability			
<input type="checkbox"/> Regulatory Fines			
<input type="checkbox"/> Media Offense Liability			
<input type="checkbox"/> System And Data Rectification Costs And Financial Loss			
<input type="checkbox"/> Extortion Loss			
<input type="checkbox"/> Security Business Interruption Event			
<input type="checkbox"/> Contingent Security Business Interruption Event			
<input type="checkbox"/> System Failure Business Interruption Event			
<input type="checkbox"/> Contingent System Failure Business Interruption Event			
<input type="checkbox"/> Privacy Breach Notification And Mitigation Costs			
<input type="checkbox"/> PCI DSS Assessments			
<input type="checkbox"/> Social Engineering Loss			
<input type="checkbox"/> Telecommunications Fraud And Cryptojacking			
Markel Cyber 360 <sup>SM</sup> Insurance Coverage Part Aggregate Limit Of Liability:			
Supplementary Payments <input type="checkbox"/> Loss Of Earnings And Expense Reimbursement:	Per Day Maximum		

### Media Offense Liability Insurance For Professionals

Coverage	Limits Of Liability	Deductible	Retroactive Date
<input type="checkbox"/> Media Offense Liability:	Each Claim Aggregate	Each Claim Aggregate	
Supplementary Payments <input type="checkbox"/> Loss Of Earnings And Expense Reimbursement:	Per Day Maximum		



### Coverage Parts Which Share An Aggregate Limit Of Liability

Coverages designated below by "X" ( ☒ ) share the Combined Aggregate Limit Of Liability

- ☐ Professional Liability Insurance
- ☐ General Liability For Professionals
- ☐ Markel Cyber 360<sup>SM</sup> Insurance
- ☐ Media Offense Liability Insurance For Professionals
- ☒ NONE

### Combined Aggregate Limit Of Liability

\$1,000,000

All Damages, Regulatory Fines, Breach Mitigation Expenses, Loss and Claim Expenses under all purchased Coverage Parts, combined.

### Premium

Professional Liability Insurance:	Included
General Liability For Professionals:	Not Purchased
Markel Cyber 360 <sup>SM</sup> Insurance:	Not Purchased
Media Offense Liability Insurance For Professionals:	Not Purchased

**Total Adjusted Annual Premium:** \$3,686

### Extended Reporting Period

Additional Period(Months):	Premium Percentage For Extended Reporting Period:
12	100%
24	150%
36	200%

### Endorsements

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

**SEE MDIL 1001 ATTACHED**

These declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.

Countersigned: 05/14/2024

**DATE**

By: 

**AUTHORIZED REPRESENTATIVE**

## **Section 14**



September 19, 2024

**LFUCG**  
**200 East Main Street, Room 338**  
**Lexington, KY 40507**

**Re: Commonwealth Inspection Bureau Inc., Letter of Credit #314**

Central Bank & Trust Co.'s Letter of Credit #314 in your favor for the above referenced account for a sum or sums not to exceed **USD One Hundred Thousand Dollars and 00/100 (\$100,000.00)** is hereby amended as follows:

**The expiration date of the Letter of Credit shall be extended to March 08, 2026.**

All other conditions of this Letter of Credit shall remain unchanged. This Letter of Amendment is effective only when accompanying the original Letter of Credit referenced above.

Sincerely,

Central Bank & Trust Co.

Lana Alexander  
VP, Retail Banking Officer





# Central Bank

Central Bank & Trust Co.  
P.O. Box 1360  
Lexington, KY 40588-1360  
(859) 253-6222

Date: 02/10/2003

Irrevocable Letter of Credit No 314

Expiration Date 02/10/2004

ATTN: DAN ABNER  
DIVISION OF CENTRAL PURCHASING  
RM 338  
200 EAST MAIN ST  
LEXINGTON, KY 40507

RE: Marshall Jones Jr./Commonwealth Inspection Bureau Inc.

Dear Sir:

By order of our customer, **COMMONWEALTH INSPECTION BUREAU INC. 501 DARBY CREEK RD #63 Lexington, KY 40509** we hereby establish in your favor our Irrevocable Standby Letter of Credit No. 314 ("Letter of Credit") for an amount not to exceed **USD One Hundred Thousand Dollars and Zero Cents (\$100,000.00)** available by your sight draft(s) on us, which should make reference to this Letter of Credit by number, when accompanied by:

1. A statement purportedly signed by your authorized officer to read as follows:

"I, [name, title], an authorized representative of [Division of Central Purchasing , Lexington-Fayette Urban County Government], do hereby certify that the amount of the accompanying draft is due and payable as a result of COMMONWEALTH INSPECTION BUREAU INC.'s non performance of terms and conditions as set forth in the contract.."

The original of this Letter of Credit.

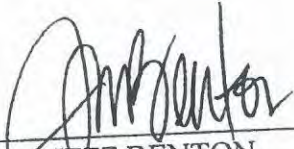
All documents presented to us in connection with any demand for payment hereunder, as well as all notices and other communications to us in respect of this Letter of Credit, should be in writing and addressed and presented to us at 300 West Vine Street, Lexington, Kentucky 40507, Attention: Jeff Benton, and must make specific reference to this Letter of Credit number.



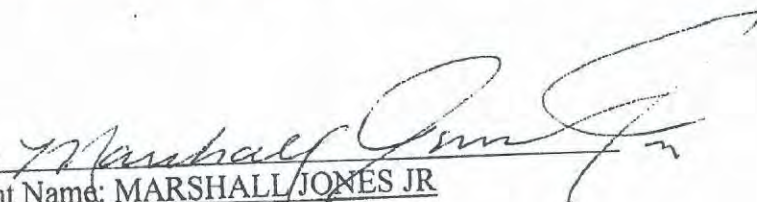
## Central Bank

Central Bank & Trust Co.  
P.O. Box 1360  
Lexington, KY 40588-1360  
(859) 253-6222

To the extent that such laws are not in conflict with the Uniform Customs, this Letter of Credit will be governed by the laws of the Commonwealth of Kentucky, including without limitation the Uniform Commercial Code as in effect in such state. Notwithstanding anything in the Uniform Customs to the contrary, this Letter of Credit is transferable in its entirety (but not in part) and may be successively transferred upon presentation to us of this Letter of Credit accompanied by such transfer forms as we may require from time to time and the payment of our standard transfer fee. Upon any such transfer, all signatures required of the beneficiary for draws under this Letter of Credit shall be the signature of such transferee, all sight drafts hereunder must be drawn by such transferee, and all communications by us hereunder will be only with such transferee.

By:   
Print Name: JEFF BENTON  
Title: RETAIL BANKING OFFICER

We hereby confirm that the foregoing Letter of Credit is subject to the terms of the Standby Letter of Credit Agreement dated 02/10/2003 between us and Central Bank & Trust Co and hereby authorize the issuance of this Letter of Credit.

By:   
Print Name: MARSHALL JONES JR  
Title: SOLE OFFICER  
Date: 02/10/2003

NEW COMMERCIAL LOAN DOCUMENTS-CENTRAL BANK & TRUST CO.-IRREVOCABLE LETTER OF CREDIT





## Central Bank

Central Bank & Trust Co.  
P.O. Box 1360  
Lexington, KY 40588-1360  
(859) 253-6222

You will be notified of any discrepancies within seven (7) banking days of receipt of the documents, which period will be deemed to be reasonable hereunder.

Partial drawings are permitted hereunder and, upon any partial drawing, we will return to you the Letter of Credit with the amount of any partial drawing noted thereon.

This Letter of Credit sets forth in full our undertaking, and such undertaking will not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein; and any such reference will not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth below.

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit, that such drafts drawn will be duly honored upon presentation to the drawee on or before the expiration date.

All banking charges other than those of Central Bank & Trust Co. are for the account of the beneficiaries.

This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits published by the International Chamber of Commerce ("Uniform Customs"). The version of the Uniform Customs applicable to any particular Letter of Credit will be the most current revision in effect on the date of the issuance of such Letter of Credit.



## **Section 15**



Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comm insp@windstream.net

### SECTION 3.6.3

#### VEHICLES

<u>YEAR</u>	<u>MAKE</u>	<u>VIN #</u>
2018	Chevrolet Malibu	1G1ZB5ST1JF167254
2018	Chevrolet Malibu	1G1ZB5ST2JF167408
2018	Chevrolet Malibu	1G1ZB5ST4JF167734
2006	Chevrolet Silverado 1500	3GCEC14X06G145327



# COMMONWEALTH OF KENTUCKY

## CERTIFICATE OF TITLE

TITLE NO. 180310090073	YEAR 18	MAKE CHEV	MODEL NAME MALIBU	VIN/HIN 1G1ZB5ST1JF167254	TITLE TYPE ORIGINAL	MODEL NO. SEDAN
BODY TYPE 4D	COLOR WHI	NO. CYL 04	ODOMETER 12	MOTOR NO.	WEIGHT	PREV. TITLE NO/STATE
KY NO.	BOAT TYPE	LENGTH	BEAM	CAPACITY	HULL MATERIAL	PROPULSION
OWNER(S) NAME				DATE OF ISSUE 02/07/18	FUEL	USAGE TAX PAID 788.16

COMMONWEALTH INSPECTION INC  
501 DARBY CREEK RD STE 63  
LEXINGTON KY 40509-2611



REMARKS:

BRAND(S)

FIRST LIENHOLDER

FIRST LIEN	SECOND LIEN
Notation No. _____ County _____	Notation No. _____ County _____
Filing Date _____	Filing Date _____
Released By _____	Released By _____
County Clerk's Use Only _____ Date _____	County Clerk's Use Only _____ Date _____

SECOND LIEN-HOLDER

I certify that the Department of Vehicle Regulation has exercised due diligence in examining an application for a certificate of title for the above described vehicle and to the best of our knowledge and belief the applicant whose name appears above is the lawful owner of the apparently legitimate vehicle described herein.

*[Signature]*



CONTROL NO. C26073845

Commissioner, Department of Vehicle Regulation, Kentucky Transportation Cabinet

\*\*\* TRANSFER OF TITLE BY OWNER: 45 USC SEC. 32705 AND KRS 190.300 REQUIRE THAT YOU STATE THE VEHICLE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE, OR PROVIDING A FALSE STATEMENT, MAY RESULT IN PENALTIES. \*\*\*

### FIRST DEALER ASSIGNMENT

DEALER ONLY

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following (print name and address of transferee/buyer):

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

\*\*\*CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK\*\*\*

- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage. **WARNING — ODOMETER DISCREPANCY**

Odometer Reading \_\_\_\_\_ (no tenths)

Transferor/Seller Signature \_\_\_\_\_

Transferee/Buyer Signature \_\_\_\_\_

Transferor/Seller Printed Name \_\_\_\_\_

Transferee/Buyer Printed Name \_\_\_\_\_

Date of Transfer \_\_\_\_\_ Seller/Dealer No. \_\_\_\_\_

Buyer/Dealer No. \_\_\_\_\_

Subscribed and attested before me on this date \_\_\_\_\_ My Commission expires \_\_\_\_\_

MM DD YY

MM DD YY

Signature/Title \_\_\_\_\_

### SECOND DEALER ASSIGNMENT

DEALER ONLY

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following (print name and address of transferee/buyer):

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

\*\*\*CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK\*\*\*

- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage. **WARNING — ODOMETER DISCREPANCY**

Odometer Reading \_\_\_\_\_ (no tenths)

Transferor/Seller Signature \_\_\_\_\_

Transferee/Buyer Signature \_\_\_\_\_

Transferor/Seller Printed Name \_\_\_\_\_

Transferee/Buyer Printed Name \_\_\_\_\_

Date of Transfer \_\_\_\_\_ Seller/Dealer No. \_\_\_\_\_

Buyer/Dealer No. \_\_\_\_\_

Subscribed and attested before me on this date \_\_\_\_\_ My Commission expires \_\_\_\_\_

MM DD YY

MM DD YY

Signature/Title \_\_\_\_\_

TC 95-180 REV. 07/05/2018

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS

DEALER ONLY



# COMMONWEALTH OF KENTUCKY CERTIFICATE OF TITLE

TITLE NO. <b>180310090104 18</b>	YEAR <b>18</b>	MAKE <b>CHEV</b>	MODEL NAME <b>MALIBU</b>	VIN/VIN <b>1G1ZB5ST2JF167408</b>	TITLE TYPE <b>ORIGINAL</b>	MODEL NO. <b>SEDAN</b>
BODY TYPE <b>4D</b>	COLOR <b>WHI</b>	NO. CYL. <b>04</b>	ODOMETER <b>10</b>	MOTOR NO.	WEIGHT	PREV. TITLE NO/STATE
KY NO.	BOAT TYPE	LENGTH	BEAM	CAPACITY	HULL MATERIAL	PROPULSION
DATE OF ISSUE <b>02/07/18</b>				FUEL	USAGE TAX PAID <b>788.16</b>	

OWNER(S) NAME

M40-3  
COMMONWEALTH INSPECTION INC  
501 DARBY CREEK RD STE 63  
LEXINGTON KY 40509-2611

REMARKS:

BRAND(S)

FIRST LIENHOLDER

FIRST LIEN		SECOND LIEN	
Notation No	County	Notation No	County
Filing Date		Filing Date	
Released By		Released By	
County Clerk's use Only	Date	County Clerk's use Only	Date

SECOND LIENHOLDER

I certify that the Department of Vehicle Regulation has exercised due diligence in examining an application for a certificate of title for the above described vehicle and to the best of our knowledge and belief the applicant whose name appears above is the lawful owner of the apparently legitimate vehicle described herein.

*[Signature]*



Commissioner, Department of Vehicle Regulation, Kentucky Transportation Cabinet

CONTROL NO. **C26073843**

\*\*\* TRANSFER OF TITLE BY OWNER: 48 USC SEC. 32705 AND KRS 190.300 REQUIRE THAT YOU STATE THE VEHICLE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE, OR PROVIDING A FALSE STATEMENT, MAY RESULT IN PENALTIES. \*\*\*

## FIRST DEALER ASSIGNMENT

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following (print name and address of transferee/buyer):

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

\*\*\*\* CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK \*\*\*\*

- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage. **WARNING — ODOMETER DISCREPANCY**

Odometer Reading (no tenths)

Transferor/Seller Signature

Transferee/Buyer Signature

Transferor/Seller Printed Name

Transferee/Buyer Printed Name

Date of Transfer Seller/Dealer No.

Buyer/Dealer No.

Subscribed and attested before me on this date

MM DD YY

My Commission expires

MM DD YY

Signature/Title

## SECOND DEALER ASSIGNMENT

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following (print name and address of transferee/buyer):

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

\*\*\*\* CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK \*\*\*\*

- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage. **WARNING — ODOMETER DISCREPANCY**

Odometer Reading (no tenths)

Transferor/Seller Signature

Transferee/Buyer Signature

Transferor/Seller Printed Name

Transferee/Buyer Printed Name

Date of Transfer Seller/Dealer No.

Buyer/Dealer No.

Subscribed and attested before me on this date

MM DD YY

My Commission expires

MM DD YY

Signature/Title

TC 98-180 REV. 07/05/2015

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS

DEALER ONLY

DEALER ONLY

DEALER ONLY

DEALER ONLY



# COMMONWEALTH OF KENTUCKY

## CERTIFICATE OF TITLE

TITLE NO. <b>180310090075 18</b>	YEAR <b>18</b>	MAKE <b>CHEV</b>	MODEL NAME <b>MALIBU</b>	VIN/VIN <b>1G1ZB5ST4JF167734</b>	TITLE TYPE <b>ORIGINAL</b>	MODEL NO. <b>SEDAN</b>
BODY TYPE <b>4D</b>	COLOR <b>WHI</b>	NO. CYL <b>04</b>	ODOMETER <b>10</b>	MOTOR NO.	WEIGHT	PREV. TITLE NO/STATE
KY NO.	BOAT TYPE	LENGTH	BEAM	CAPACITY	HULL MATERIAL	PROPULSION
DATE OF ISSUE <b>02/07/18</b>				FUEL	USAGE TAX PAID <b>830.16</b>	

OWNER(S) NAME

M40-2  
COMMONWEALTH INSPECTION INC  
501 DARBY CREEK RD STE 63  
LEXINGTON KY 40509-2611

REMARKS:

BRAND(S)



FIRST LIENHOLDER

FIRST LIEN		SECOND LIEN	
Notation No	County	Notation No	County
Filing Date		Filing Date	
Released By		Released By	
County Clerk's Use Only		County Clerk's Use Only	

SECOND LIENHOLDER

I certify that the Department of Vehicle Regulation has exercised due diligence in examining an application for a certificate of title for the above described vehicle and to the best of our knowledge and belief the applicant whose name appears above is the lawful owner of the apparently legitimate vehicle described herein.

*[Signature]*



Commissioner, Department of Vehicle Regulation, Kentucky Transportation Cabinet

CONTROL NO. **C26073844**

\*\*\* TRANSFER OF TITLE BY OWNER: 40 USC SEC. 32705 AND KRS 190.350 REQUIRE THAT YOU STATE THE VEHICLE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT, MAY RESULT IN PENALTIES. \*\*\*

### FIRST DEALER ASSIGNMENT

DEALER ONLY

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following (print name and address of transferee/buyer):

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

\*\*\*CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK\*\*\*

- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage. **WARNING — ODOMETER DISCREPANCY**

Odometer Reading

Transferor/Seller Signature

Transferee/Buyer Signature

Transferor/Seller Printed Name

Transferee/Buyer Printed Name

Date of Transfer

Seller/Dealer No.

Buyer/Dealer No.

Subscribed and attested before me on this date

MM DD YY

My Commission expires

MM DD YY

Signature/Title

### SECOND DEALER ASSIGNMENT

DEALER ONLY

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following (print name and address of transferee/buyer):

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

\*\*\*CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK\*\*\*

- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage. **WARNING — ODOMETER DISCREPANCY**

Odometer Reading

Transferor/Seller Signature

Transferee/Buyer Signature

Transferor/Seller Printed Name

Transferee/Buyer Printed Name

Date of Transfer

Seller/Dealer No.

Buyer/Dealer No.

Subscribed and attested before me on this date

MM DD YY

My Commission expires

MM DD YY

Signature/Title

TC 96-180 REV. 07/05/2018

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS



**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
CERTIFICATE OF TITLE**

TITLE NO. 06220570125 YEAR 06 MAKE CHEV MODEL NAME LT1500 VIN 14X060145327 TITLE TYPE ORIGINAL MODEL NO.  
BODY TYPE 2D COLOR UNK NO. CYL 06 ODOMETER 150 MOTOR NO. WEIGHT 6 PREV. TITLE NO./STATE  
KY NO. BOAT TYPE LENGTH BEAM CAPACITY HULL MATERIAL PROPULSION  
OWNER(S) NAME JONES, MARSHALL W. JR. DATE OF ISSUE 09/20/06 FUEL USAGE TAX PAID 893.85  
501 DARBY CREEK RD43  
LEXINGTON KY 40509-2611

**COMMONWEALTH INSPECTION BUREAU**

REMARKS:

BRAND(S):

FIRST LIENHOLDER

SECOND LIENHOLDER

Notation No.	FIRST LIEN	County	Notation No.	SECOND LIEN	County
Filing Date			Filing Date		
Released By			Released By		
County Clerk's use Only			County Clerk's use Only		
Date			Date		

I certify that the Department of Vehicle Regulation has exercised due diligence in examining an application for a certificate of title for the above-described vehicle and to the best of our knowledge and belief the applicant whose name appears above is the lawful owner of the apparently legitimate vehicle described herein.



(STATE SEAL)

CONTROL NO. C10014555

Commissioner, Department of Vehicle Regulation

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE VEHICLE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE, OR PROVIDING FALSE STATEMENT, MAY RESULT IN FINES AND/OR IMPRISONMENT.

**FIRST DEALER ASSIGNMENT**

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following (print name and address of transferee):

D  
E  
A  
L  
E  
R  
  
O  
N  
L  
Y

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**\*\*\*CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK\*\*\***

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. **WARNING-ODOMETER DISCREPANCY**

Odometer Reading (no tenths)

Transferor(s) Signature(s) (Seller) To be notarized Transferee(s) Signature(s) (Owner)

Transferor(s) Printed Name(s) (Seller) Transferee(s) Printed Name(s) (Owner)

Date of Transfer Seller Dealer No. Purchasing Dealer No.

Attesting Official Title

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ My commission expires \_\_\_\_\_

**SECOND DEALER ASSIGNMENT**

NOTARY PUBLIC

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following (print name and address of transferee):

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**\*\*\*CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK\*\*\***

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. **WARNING-ODOMETER DISCREPANCY**

Odometer Reading (no tenths)

Transferor(s) Signature(s) (Seller) To be notarized Transferee(s) Signature(s) (Owner)

Transferor(s) Printed Name(s) (Seller) Transferee(s) Printed Name(s) (Owner)

Date of Transfer Seller Dealer No. Purchasing Dealer No.

Attesting Official Title

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ My commission expires \_\_\_\_\_

NOTARY PUBLIC

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS, OR MUTILATIONS. MUST BE COMPLETED IN BLUE OR BLACK INK. FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE VEHICLE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE, OR PROVIDING FALSE STATEMENT, MAY RESULT IN FINES AND/OR IMPRISONMENT.

**DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS**

D  
E  
A  
L  
E  
R  
  
O  
N  
L  
Y





## **Section 16**





Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comminsp@windstream.net

#### SECTION 3.6.4

#### GENERAL INFORMATION

**Office Location:**

501 Darby Creek Road  
Suite 63  
Lexington, KY 40509

**Telephone:**

263-7800 (Main Line)  
263-7881  
263-7882  
263-7887 (Fax)

**Payment & Billing Address:**

501 Darby Creek Road  
Suite 63  
Lexington, KY 40509

**Office Hours:**

7:30 a.m. – 4:30 p.m.  
Monday – Friday

**Tax ID:**

Federal ID#	61-1356161
State ID#	203306
LFUCG Business License#	122463

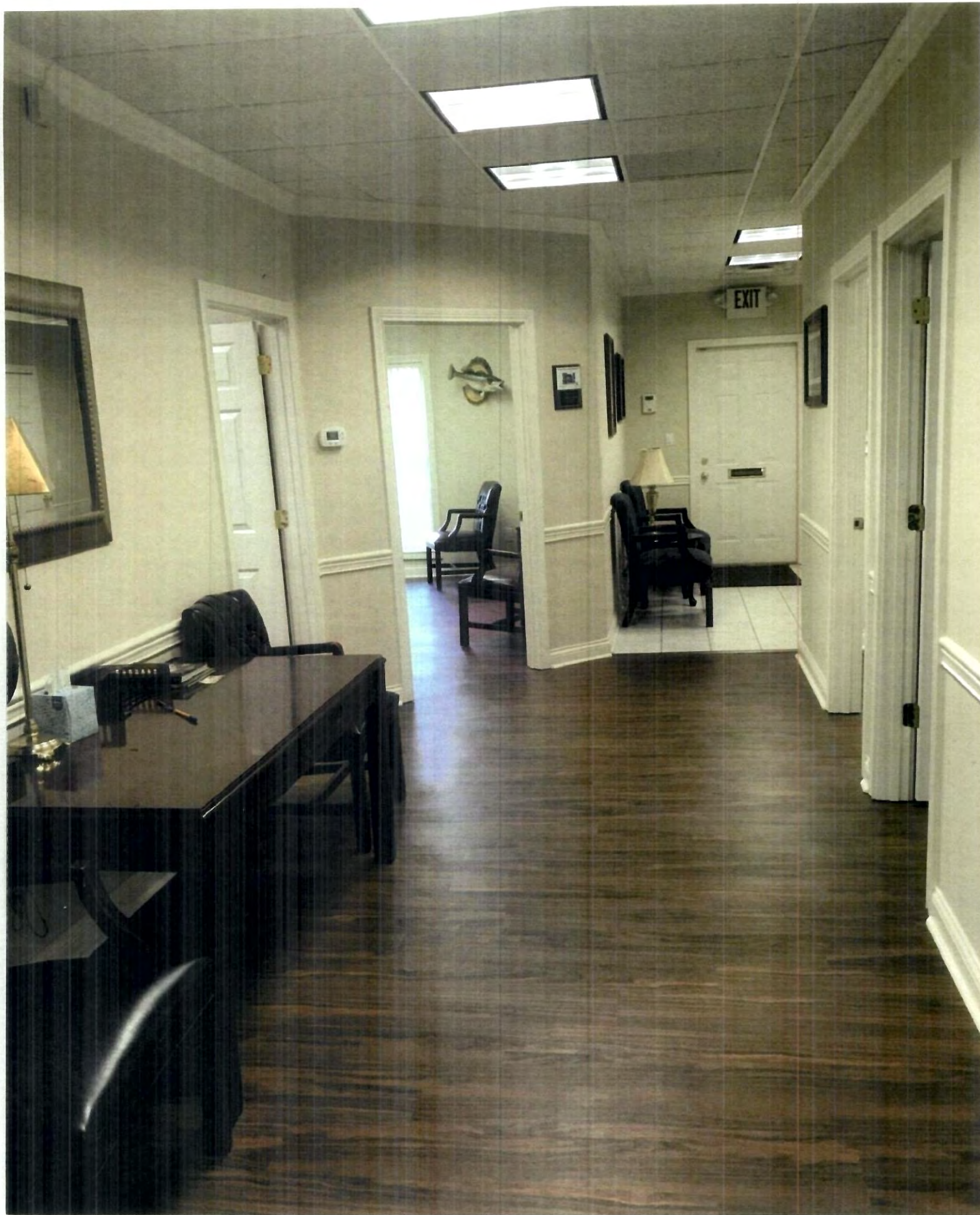




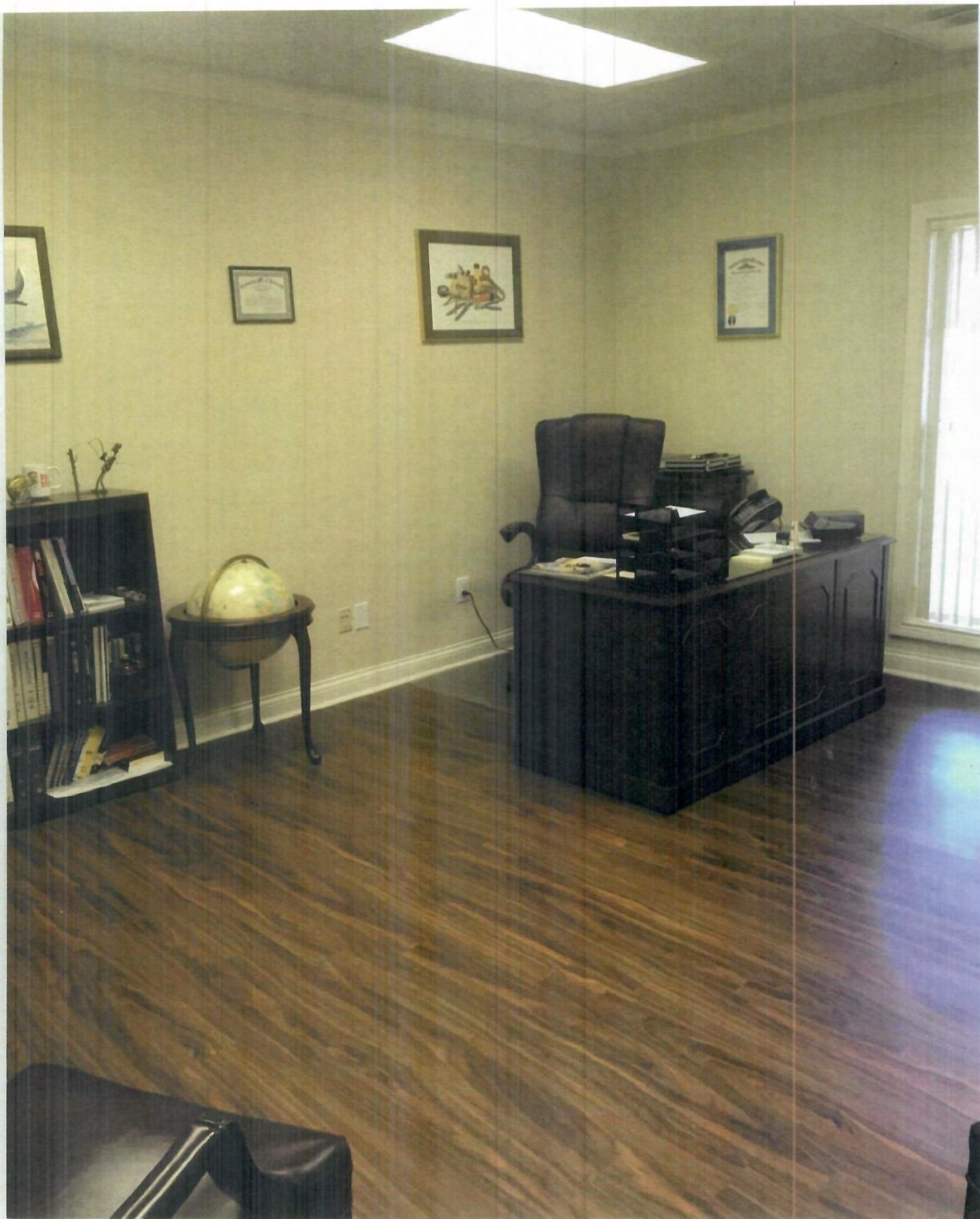






























## **Section 17**



Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comminsp@windstream.net

**Current Equipment Owned By  
Commonwealth Inspection Bureau, Inc.**

Current Equipment:

1. Four (4) mobile telephones
2. Office landline telephone with 4 incoming lines
3. Answering machine/fax machine
4. Canon Personal Digital Copier
5. Supply Cabinets
6. Office desks for five (5) inspectors, one (1) secretary
7. HP Desk Top Computer and Lenovo Laptop
8. Supporting office supplies
9. Four (4) motor vehicles





Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comminsp@windstream.net

**Current Testing Equipment Owned By  
Commonwealth Inspection Bureau, Inc.**

All electrical inspectors employed by Commonwealth Inspection Bureau, Inc. will be provided with the following equipment:

1. front-wheel drive vehicle
2. Cellular phone
3. Battery operated screwdriver
4. Circuit polarity & GFI testers
5. AFCI testers
6. Volt meters

If awarded the contract Commonwealth Inspection Bureau, Inc. will acquire either laptops or tablets that meet the requirements needed to access the Division of Building Inspection's online software programs.



**PUBLIC PROTECTION CABINET**  
Department of Housing, Buildings, and Construction

Electrical Division  
500 Mero Street, Floor 1  
Frankfort, Kentucky 40601  
Phone (502) 573-2002 Fax (502) 573-1598  
[www.dhbc.ky.gov](http://www.dhbc.ky.gov)

**Andy Beshear**  
Governor

**Kerry B. Harvey**  
Secretary

Commissioner

**Max Fuller**  
Acting Commissioner

## Certificate of Approval

Type of Occupancy Barn \_\_\_ Residential \_\_\_ Commercial / Ind. \_\_\_ Univ / College \_\_\_ Other \_\_\_

Engineer File/Project # \_\_\_\_\_ Permit # \_\_\_\_\_

Description	Date	Time	Location	Weather	Wind	Sea	Visibility	Temperature	Humidity	Pressure	Speed	Direction	Course	Heading	Altitude	Depth	Current	Tide	Moon	Stars	Clouds	Compass	Log	Notes
Description																								

Location \_\_\_\_\_ Final Sticker # \_\_\_\_\_

Owner's Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Electrical Company Name \_\_\_\_\_ Work Phone \_\_\_\_\_

Contractor License CE \_\_\_\_\_ Master Electricians License ME \_\_\_\_\_ Electrician License EE \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Connection of Temp Pole Serv. \_\_\_\_\_ Permanent Service Only \_\_\_\_\_

Serv. - Underground \_\_\_\_\_ Serv. - Overhead \_\_\_\_\_ Phase \_\_\_\_\_ Volts \_\_\_\_\_ Amps \_\_\_\_\_

Panels \_\_\_\_\_ Dryers \_\_\_\_\_ Duct Heaters \_\_\_\_\_

Transformer \_\_\_\_\_ Ovens \_\_\_\_\_ Elec. Space Heater \_\_\_\_\_

Emergency Gen. \_\_\_\_\_ Water Heater \_\_\_\_\_ HVAC \_\_\_\_\_

Standard Circuits \_\_\_\_\_ Dishwashers \_\_\_\_\_ Heaters & Vents \_\_\_\_\_

AFCI Breakers \_\_\_\_\_ Disposals \_\_\_\_\_ Motors \_\_\_\_\_

AFCI Receptacles \_\_\_\_\_ Smoke Detectors \_\_\_\_\_ Emergency System \_\_\_\_\_

GFCI Breakers \_\_\_\_\_ Electrical Furnaces \_\_\_\_\_ Fire Alarm \_\_\_\_\_

GFCI Receptacles \_\_\_\_\_ Ranges \_\_\_\_\_ Controls \_\_\_\_\_

Receptacles \_\_\_\_\_ Fixtures \_\_\_\_\_ E/V \_\_\_\_\_

Comments: \_\_\_\_\_

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\_\_\_\_\_

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The undersigned further states that to the best of his/her ability and knowledge the above equipment has been installed in compliance with the current adopted National Electrical Code (NEC). This certificate applies only to the installation reflected above and not to any subsequent alteration thereof. No additions or alterations shall be made to the above electrical wiring or equipment without first obtaining the required permit and inspection.

Date of \_\_\_\_\_ Certified Electrical Inspector \_\_\_\_\_ Certification # \_\_\_\_\_



## Certificate of Inspection

PERMIT NO. \_\_\_\_\_ DATED CALLED IN \_\_\_\_\_ TIME CALLED IN \_\_\_\_\_

Type of occupancy: ☐ Barn ☐ Residential ☐ Commercial/Industrial ☐ University/College ☐ Other \_\_\_\_\_SITE LOCATION \_\_\_\_\_ NEW \_\_\_\_\_  
\_\_\_\_\_ OLD \_\_\_\_\_

OWNER'S NAME \_\_\_\_\_ PHONE # \_\_\_\_\_ OLD \_\_\_\_\_

COMPANY \_\_\_\_\_ PHONE # \_\_\_\_\_ ROUGH WIRE \_\_\_\_\_

Contractor - License No. \_\_\_\_\_ Master Electrician - License No. \_\_\_\_\_ TOP \_\_\_\_\_

[ ] PERMANENT SERVICE ONLY PHASE \_\_\_\_\_ VOLTS \_\_\_\_\_ AMPS \_\_\_\_\_

**Panels** \_\_\_\_\_ **Circuits** \_\_\_\_\_ **GFCI Receptacles** \_\_\_\_\_ ☐ Underground ☐ Overhead

REMARKS \_\_\_\_\_

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**Date:** \_\_\_\_\_ **Certified Electrical Inspector:** \_\_\_\_\_ **Certification No.:** \_\_\_\_\_

\_\_\_\_\_

## **Section 18**





## INSURED PREMIUM AND LOSS HISTORY - PRODUCT SUMMARY

Insured Name: COMMONWEALTH INSPECTION BUREAU INC  
 Agency: 0160055 - Lexington Insurance Agency, Inc.  
 Number of Years: ALL

BA CPP WC  
 Legacy Policy Number: 6365920 6365920 6365920  
 Policy Number: 6602777 6602778 6602776

### Summary by Product/Policy Term

Product	Effective Date	Expiration Date	Policy Credit Score	Paid Amount	Direct Incurred W Pd Subro/Salv	Claim Count
BUSINESS AUTO	08/18/2017	08/18/2018			\$0	0
	08/18/2018	08/18/2019	000	\$643	\$643	1
	08/18/2019	08/18/2020	000		\$0	0
	08/18/2020	08/18/2021	000		\$0	0
	08/18/2021	08/18/2022	000	\$21,885	\$21,885	1
	08/18/2022	08/18/2023	000	\$645	\$645	1
	08/18/2023	08/18/2024	000	\$5,818	\$5,818	2
Product	Effective Date	Expiration Date	Policy Credit Score	Paid Amount	Direct Incurred W Pd Subro/Salv	Claim Count
COMMERCIAL PACKAGE	08/18/2017	08/18/2018			\$0	0
	08/18/2018	08/18/2019	000		\$0	0
	08/18/2019	08/18/2020	000	\$0	\$0	1
	08/18/2020	08/18/2021	000		\$0	0
	08/18/2021	08/18/2022	000		\$0	0
	08/18/2022	08/18/2023	000		\$0	0
	08/18/2023	08/18/2024	000		\$0	0
Product	Effective Date	Expiration Date	Policy Credit Score	Paid Amount	Direct Incurred W Pd Subro/Salv	Claim Count
WORKERS COMPENSATION	08/18/2017	08/18/2018			\$0	0
	08/18/2018	08/18/2019	000		\$0	0
	08/18/2019	08/18/2020	000		\$0	0
	08/18/2020	08/18/2021	000		\$0	0
	08/18/2021	08/18/2022	000		\$0	0
	08/18/2022	08/18/2023	000		\$0	0
	08/18/2023	08/18/2024	000		\$0	0
Sum:				\$28,991	\$28,991	6





## INSURED PREMIUM AND LOSS HISTORY - LOSS DETAIL

Insured Name: COMMONWEALTH INSPECTION BUREAU INC  
Agency: 0160055 - Lexington Insurance Agency, Inc.  
Number of Years: ALL

Legacy Policy Number: 6365920  
Policy Number: 6602777  
BA 6365920  
CPP 6365920  
WC 6602776

### Loss Detail by Product/Policy Term

#### BUSINESS AUTO

Claim Nbr	Catastrophe Code	Date of Loss	Major Peril - Des	Claimant Name	Cause of Loss - Des	Accident Description	Paid Amount	Direct Outstanding Reserve	Direct Incurred W Pd Subro/Salv	Claim Status
000200032481	00	02/21/2019	COMPREHENSIVE	COMMONWEALTH INSPECTION BUREAU INC	COLLISION/ RESID		\$643	\$0	\$643	CLOSED
08/18/2018 to 08/18/2019										
000200135738	00	10/05/2021	BUSINESS AUTO PLUS	COMMONWEALTH INSPECTION BUREAU INC	COLLISION/ RESID		\$595	\$0	\$595	CLOSED
000200135738	00	10/05/2021	SINGLE LIMITS	Windstream	PROPERTY DAMAGE		\$2,517	\$0	\$2,517	CLOSED
000200135738	00	10/05/2021	STANDARD COLLISION	COMMONWEALTH INSPECTION BUREAU INC	COLLISION/ RESID		\$18,773	\$0	\$18,773	CLOSED
08/18/2021 to 08/18/2022										
000200207637	00	03/14/2023	COMPREHENSIVE	COMMONWEALTH INSPECTION B	COLLISION/ RESID		\$645	\$0	\$645	CLOSED
08/18/2022 to 08/18/2023										
000200241003	00	10/03/2023	COMPREHENSIVE	COMMONWEALTH INSPECTION B	COLLISION/ RESID		\$640	\$0	\$640	CLOSED
000200265003	FO	04/02/2024	COMPREHENSIVE	COMMONWEALTH INSPECTION BUREAU INC	COLLISION/ RESID		\$5,178	\$0	\$5,178	CLOSED
08/18/2023 to 08/18/2024										
5						Sum:	\$28,991	\$0	\$28,991	

#### COMMERCIAL PACKAGE

Claim Nbr	Catastrophe Code	Date of Loss	Major Peril - Des	Claimant Name	Cause of Loss - Des	Accident Description	Paid Amount	Direct Outstanding Reserve	Direct Incurred W Pd Subro/Salv	Claim Status
000200109220	00	04/02/2020	SINGLE LIMITS	DANA HOGUE	BODILY INJURY		\$0	\$0	\$0	CLOSED
08/18/2019 to 08/18/2020										
							\$0	\$0	\$0	





Insured Name: COMMONWEALTH INSPECTION BUREAU INC  
Agency: 0160055 - Lexington Insurance Agency, Inc.  
Number of Years: ALL

### INSURED PREMIUM AND LOSS HISTORY - LOSS DETAIL

	BA	CPP	WC
Legacy Policy Number:	6365920	6365920	6365920
Policy Number:	6602777	6602778	6602776

## COMMERCIAL PACKAGE

[illegible]

## WORKERS COMPENSATION



## Loss run report

**Arlington Roe**

Commonwealth Inspection Bureau, Inc.

Report date: 8/5/2024 1:18:08 PM (UTC)

Policy	Effective date	Expiration date	Claim count	Loss	Expense	Total
MKLV3PEO002556-0	5/14/2021	5/14/2022	0	Paid:	\$0.00	\$0.00
				Reserved:	\$0.00	\$0.00
				Incurred:	\$0.00	\$0.00
MKLV3PEO003529-0	5/14/2022	5/14/2023	0	Paid:	\$0.00	\$0.00
				Reserved:	\$0.00	\$0.00
				Incurred:	\$0.00	\$0.00
MKLV3PEO004277-0	5/14/2023	5/14/2024	0	Paid:	\$0.00	\$0.00
				Reserved:	\$0.00	\$0.00
				Incurred:	\$0.00	\$0.00
MKLV3PEO004892-0	5/14/2024	5/14/2025	0	Paid:	\$0.00	\$0.00
				Reserved:	\$0.00	\$0.00
				Incurred:	\$0.00	\$0.00
Policy count = 4				0	\$0.00	\$0.00

In a small number of cases the Subrogation Recovered Amount includes the return of Loss/ALAE overpayments. Typically on first party claims, Deductibles are represented as \$0 (zero) as they are netted from paid amounts.

Amounts do not reflect reimbursements to the insured.

As of September 4, 2019, the Loss Run Reporting totals will reflect ground up values which include Insured Obligation Payments. Reports accessed prior should not be directly compared with versions pulled after September 4, 2019.

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**Insured Name:** COMMONWEALTH INSPECTION BUREAU INC  
**Agency:** 0160055 - Lexington Insurance Agency, Inc.  
**Number of Years:** ALL

	BA	CPP	WC
Legacy Policy Number:	6365920	6365920	6365920
Policy Number:	6602777	6602778	6602776

## COMMERCIAL PACKAGE

[illegible]

## WORKERS COMPENSATION



Insured Name: COMMONWEALTH INSPECTION BUREAU INC  
Agency: 0160055

Symbols: ALL  
Policies: 6602778;6602777;6602776  
Nbr of Years: ALL

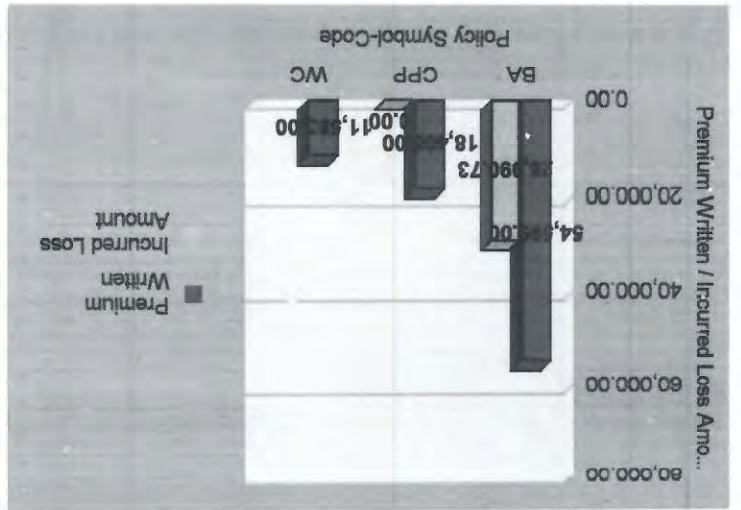
Policy	Claim Nbr	Date of Loss	Loss Reported Date	Days From Loss Date to Report Date	Paid Loss Amount	Reserve Amount	Incurred Loss Amount
BA 6602777	000200032481	02/21/2019	07/23/2019	152	643.25	0.00	643.25
	000200135738	10/05/2021	10/06/2021	1	21,884.55	0.00	21,884.55
	000200207637	03/14/2023	03/26/2023	12	644.98	0.00	644.98
	000200241003	10/03/2023	10/14/2023	11	639.71	0.00	639.71
	000200265003	04/02/2024	04/03/2024	1	5,178.24	0.00	5,178.24
<b>BA 6602777</b>					<b>28,990.73</b>	<b>0.00</b>	<b>28,990.73</b>
CPP6602778	000200109220	04/02/2020	03/23/2021	355	0.00	0.00	0.00
<b>CPP6602778</b>					<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Totals:</b>					<b>28,990.73</b>	<b>0.00</b>	<b>28,990.73</b>



Insured Name: COMMONWEALTH INSPECTION BUREAU INC	Symbols: ALL	Policies: 66027778;66027777;6602776	Agency: 0160055
Nbr of Years: ALL			

Line of Business Summary

Policy	Premium Written	Incurred Loss Amount	Loss Ratio	Claim Count
BUSINESS AUTO	54,599.00	28,990.73	53.10%	5
COMMERCIAL PACKAGE	18,408.00	0.00	0.00%	1
WORKERS COMPENSATION	11,583.00	0.00	0.00%	0



Policy Term Detail

Policy	Cmp	Effective Date	Expiration Date	Insured Name	Policy Credit Score	Premium Written	Paid Loss Amount	Incurred Loss Amount	Loss Ratio	Claim Count
BA 6602777	FMIC	08/18/2018	08/18/2019	COMMONWEALTH INSPECTION	000	7,785.00	643.25	643.25	8.26%	1
	FMIC	08/18/2019	08/18/2020	COMMONWEALTH INSPECTION	000	7,781.00	0.00	0.00	0.00%	0
	FMIC	08/18/2020	08/18/2021	COMMONWEALTH INSPECTION	000	8,048.00	0.00	0.00	0.00%	0
	FMIC	08/18/2021	08/18/2022	COMMONWEALTH INSPECTION	000	8,883.00	21,884.55	21,884.55	246.36%	1
	FMIC	08/18/2022	08/18/2023	COMMONWEALTH INSPECTION	000	10,528.00	644.98	644.98	6.13%	1
	FMIC	08/18/2023	08/18/2024	COMMONWEALTH INSPECTION	000	11,574.00	5,817.95	5,817.95	50.27%	2
BA 6602778	FMIC	08/18/2018	08/18/2019	COMMONWEALTH INSPECTION	000	3,010.00	0.00	0.00	0.00%	0
	FMIC	08/18/2019	08/18/2020	COMMONWEALTH INSPECTION	000	2,903.00	0.00	0.00	0.00%	1
	FMIC	08/18/2020	08/18/2021	COMMONWEALTH INSPECTION	000	2,939.00	0.00	0.00	0.00%	0
	FMIC	08/18/2021	08/18/2022	COMMONWEALTH INSPECTION	000	2,971.00	0.00	0.00	0.00%	0
	FMIC	08/18/2022	08/18/2023	COMMONWEALTH INSPECTION	000	3,109.00	0.00	0.00	0.00%	0
	FMIC	08/18/2023	08/18/2024	COMMONWEALTH INSPECTION	000	3,476.00	0.00	0.00	0.00%	0
CPP6602778						18,408.00	0.00	0.00	0.00%	1
	FMIC	08/18/2018	08/18/2019	COMMONWEALTH INSPECTION	000	1,804.00	0.00	0.00	0.00%	0
	FMIC	08/18/2019	08/18/2020	COMMONWEALTH INSPECTION	000	1,803.00	0.00	0.00	0.00%	0
	FMIC	08/18/2020	08/18/2021	COMMONWEALTH INSPECTION	000	1,812.00	0.00	0.00	0.00%	0
	FMIC	08/18/2021	08/18/2022	COMMONWEALTH INSPECTION	000	1,925.00	0.00	0.00	0.00%	0
	FMIC	08/18/2022	08/18/2023	COMMONWEALTH INSPECTION	000	1,873.00	0.00	0.00	0.00%	0
	FMIC	08/18/2023	08/18/2024	COMMONWEALTH INSPECTION	000	2,366.00	0.00	0.00	0.00%	0
WC 6602776						11,583.00	0.00	0.00	0.00%	0
	FMIC	08/18/2018	08/18/2019	COMMONWEALTH INSPECTION	000	1,804.00	0.00	0.00	0.00%	0
	FMIC	08/18/2019	08/18/2020	COMMONWEALTH INSPECTION	000	1,803.00	0.00	0.00	0.00%	0
	FMIC	08/18/2020	08/18/2021	COMMONWEALTH INSPECTION	000	1,812.00	0.00	0.00	0.00%	0
	FMIC	08/18/2021	08/18/2022	COMMONWEALTH INSPECTION	000	1,925.00	0.00	0.00	0.00%	0
	FMIC	08/18/2022	08/18/2023	COMMONWEALTH INSPECTION	000	1,873.00	0.00	0.00	0.00%	0
	FMIC	08/18/2023	08/18/2024	COMMONWEALTH INSPECTION	000	2,366.00	0.00	0.00	0.00%	0
Totals:						84,590.00	28,990.73	28,990.73	34.27%	6



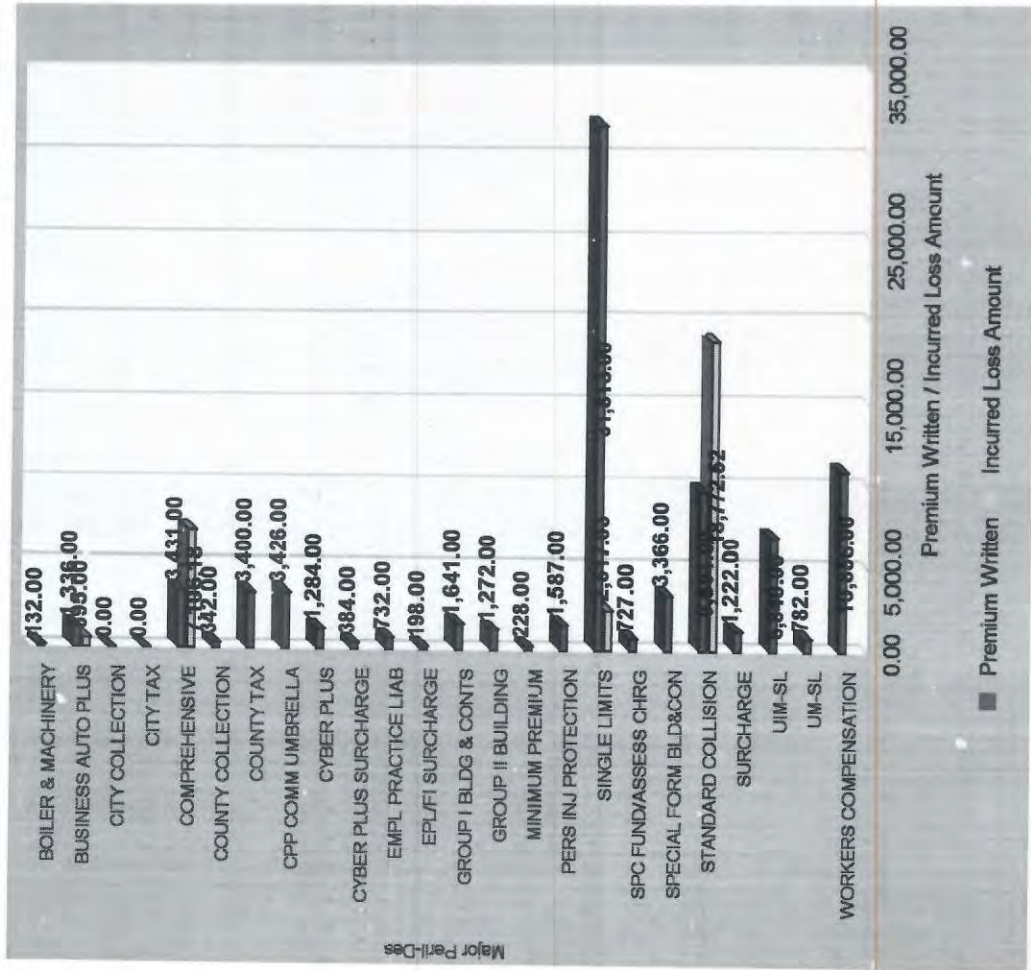


UNDERWRITING PREMIUM AND LOSS HISTORY - COVERAGE DETAIL

Insured Name: COMMONWEALTH INSPECTION BUREAU INC  
Agency: 0160055

Symbols: ALL  
Policies: 6602778;6602777;6602776  
Nbr of Years: ALL

Coverage Summary



Type Bureau-Des	Major Peril-Des	Premium Written	Paid Loss Amount	Incurred Loss Amount	Loss Ratio
BOILER/MACH	BOILER & MACHINERY	132.00			
BOILER/MACH	MINIMUM PREMIUM	228.00			
COM/L	CPP COMM UMBRELLA	3,426.00			
COM/L	GROUP I BLDG & CONTS	1,641.00			
COM/L	GROUP II BUILDING	1,272.00			
COM/L	SPECIAL FORM BLD&CO	3,366.00			
EMP PRACT LIAB	EMPL PRACTICE LIAB	732.00			
EMP PRACT LIAB	EPL/FI SURCHARGE	198.00			
EMP PRACT LIAB	MINIMUM PREMIUM	0.00			
GEN LIABILITY	MINIMUM PREMIUM	0.00			
GEN LIABILITY	SINGLE LIMITS	4,491.00	0.00	0.00	0.00%
LIAB	SINGLE LIMITS	27,322.00	2,517.03	2,517.03	9.21%
LIAB	UIM-SL	6,840.00			
LIAB	UM-SL	782.00			
NO FAULT	PERS INJ PROTECTION	1,587.00			
NON BUREAU	SPC FUND/ASSESS CHR	727.00			
PHY DAM	BUSINESS AUTO PLUS	1,336.00	595.00	595.00	44.54%
PHY DAM	COMPREHENSIVE	3,431.00	7,106.18	7,106.18	207.12%
PHY DAM	STANDARD COLLISION	9,591.00	18,772.52	18,772.52	195.73%
PROFESSIONAL LIAB	CYBER PLUS	1,284.00			
PROFESSIONAL LIAB	CYBER PLUS SURCHAR	384.00			
PROFESSIONAL LIAB	MINIMUM PREMIUM	0.00			
TAX/COLLECT/SRCHRG	CITY COLLECTION	0.00			
TAX/COLLECT/SRCHRG	CITY TAX	0.00			
TAX/COLLECT/SRCHRG	COUNTY COLLECTION	342.00			
TAX/COLLECT/SRCHRG	COUNTY TAX	3,400.00			
TAX/COLLECT/SRCHRG	SURCHARGE	1,222.00			
WORKER COMP PLUS	WORKERS COMPENSATI	10,856.00			
Totals:		84,590.00	28,990.73	28,990.73	34.27%





## UNDERWRITING PREMIUM AND LOSS HISTORY - COVERAGE DETAIL

Insured Name:	COMMONWEALTH INSPECTION BUREAU INC	Symbols:	ALL
Agency:	0160055	Policies:	6602778;6602777;6602776
		Nbr of Years:	ALL

### Policy Term Coverage Detail

Policy	Policy Effective Date	Policy Expiration Date	Type Bureau-Des	Major Peril-Des	Premium Written	Paid Loss Amount	Reserve Amount	Incurred Loss Amount	Loss Ratio
BA 6602777	08/18/2018	08/18/2019	LIAB	SINGLE LIMITS	3,301.00				
	08/18/2018	08/18/2019	LIAB	UIM-SL	842.00				
	08/18/2018	08/18/2019	LIAB	UM-SL	151.00				
	08/18/2018	08/18/2019	NO FAULT	PERS INJ PROTECTION	260.00				
	08/18/2018	08/18/2019	PHY DAM	BUSINESS AUTO PLUS	225.00				
	08/18/2018	08/18/2019	PHY DAM	COMPREHENSIVE	551.00	643.25	0.00	643.25	116.74%
	08/18/2018	08/18/2019	PHY DAM	STANDARD COLLISION	1,925.00				
	08/18/2018	08/18/2019	TAX/COLLECT/SRCHRG	COUNTY COLLECTION	36.00				
	08/18/2018	08/18/2019	TAX/COLLECT/SRCHRG	COUNTY TAX	363.00				
	08/18/2018	08/18/2019	TAX/COLLECT/SRCHRG	SURCHARGE	131.00				
	08/18/2019	08/18/2020	LIAB	SINGLE LIMITS	3,523.00				
	08/18/2019	08/18/2020	LIAB	UIM-SL	842.00				
	08/18/2019	08/18/2020	LIAB	UM-SL	150.00				
	08/18/2019	08/18/2020	NO FAULT	PERS INJ PROTECTION	266.00				
	08/18/2019	08/18/2020	PHY DAM	BUSINESS AUTO PLUS	225.00				
	08/18/2019	08/18/2020	PHY DAM	COMPREHENSIVE	524.00				
	08/18/2019	08/18/2020	PHY DAM	STANDARD COLLISION	1,721.00				
	08/18/2019	08/18/2020	TAX/COLLECT/SRCHRG	COUNTY COLLECTION	36.00				
	08/18/2019	08/18/2020	TAX/COLLECT/SRCHRG	COUNTY TAX	363.00				
	08/18/2019	08/18/2020	TAX/COLLECT/SRCHRG	SURCHARGE	131.00				
	08/18/2020	08/18/2021	LIAB	SINGLE LIMITS	3,781.00				
	08/18/2020	08/18/2021	LIAB	UIM-SL	1,122.00				
	08/18/2020	08/18/2021	LIAB	UM-SL	102.00				
	08/18/2020	08/18/2021	NO FAULT	PERS INJ PROTECTION	252.00				
	08/18/2020	08/18/2021	PHY DAM	BUSINESS AUTO PLUS	225.00				
	08/18/2020	08/18/2021	PHY DAM	COMPREHENSIVE	483.00				
	08/18/2020	08/18/2021	PHY DAM	STANDARD COLLISION	1,535.00				
	08/18/2020	08/18/2021	TAX/COLLECT/SRCHRG	COUNTY COLLECTION	38.00				



Insured Name: COMMONWEALTH INSPECTION BUREAU INC  
 Agency: 0160055

Symbols: ALL  
 Policies: 6602778;6602777;6602776  
 Nbr of Years: ALL

Policy	Policy Effective Date	Policy Expiration Date	Type Bureau-Des	Major Peril-Des	Premium Written	Paid Loss Amount	Reserve Amount	Incurred Loss Amount	Loss Ratio
	08/18/2020	08/18/2021	TAX/COLLECT/SRCHRG	COUNTY TAX	375.00				
	06/18/2020	08/18/2021	TAX/COLLECT/SRCHRG	SURCHARGE	135.00				
	08/18/2021	08/18/2022	LIAB	SINGLE LIMITS	4,783.00	2,517.03	0.00	2,517.03	52.62%
	08/18/2021	08/18/2022	LIAB	UIM-SL	1,112.00				
	08/18/2021	08/18/2022	LIAB	UIM-SL	109.00				
	08/18/2021	08/18/2022	NO FAULT	PERS INJ PROTECTION	260.00				
	08/18/2021	08/18/2022	PHY DAM	BUSINESS AUTO PLUS	225.00	595.00	0.00	595.00	264.44%
	08/18/2021	08/18/2022	PHY DAM	COMPREHENSIVE	457.00				
	08/18/2021	08/18/2022	PHY DAM	STANDARD COLLISION	1,333.00	18,772.52	0.00	18,772.52	1,408.29%
	08/18/2021	08/18/2022	TAX/COLLECT/SRCHRG	COUNTY COLLECTION	41.00				
	08/18/2021	08/18/2022	TAX/COLLECT/SRCHRG	COUNTY TAX	414.00				
	08/18/2021	08/18/2022	TAX/COLLECT/SRCHRG	SURCHARGE	149.00				
	08/18/2022	08/18/2023	LIAB	SINGLE LIMITS	5,639.00				
	08/18/2022	08/18/2023	LIAB	UIM-SL	1,212.00				
	08/18/2022	08/18/2023	LIAB	UIM-SL	117.00				
	08/18/2022	08/18/2023	NO FAULT	PERS INJ PROTECTION	273.00				
	08/18/2022	08/18/2023	PHY DAM	BUSINESS AUTO PLUS	225.00				
	08/18/2022	08/18/2023	PHY DAM	COMPREHENSIVE	624.00	644.98	0.00	644.98	103.36%
	08/18/2022	08/18/2023	PHY DAM	STANDARD COLLISION	1,721.00				
	08/18/2022	08/18/2023	TAX/COLLECT/SRCHRG	COUNTY COLLECTION	49.00				
	08/18/2022	08/18/2023	TAX/COLLECT/SRCHRG	COUNTY TAX	491.00				
	08/18/2022	08/18/2023	TAX/COLLECT/SRCHRG	SURCHARGE	177.00				
	08/18/2023	08/18/2024	LIAB	SINGLE LIMITS	6,295.00				
	08/18/2023	08/18/2024	LIAB	UIM-SL	1,710.00				
	08/18/2023	08/18/2024	LIAB	UIM-SL	153.00				
	08/18/2023	08/18/2024	NO FAULT	PERS INJ PROTECTION	276.00				
	08/18/2023	08/18/2024	PHY DAM	BUSINESS AUTO PLUS	211.00				
	08/18/2023	08/18/2024	PHY DAM	COMPREHENSIVE	792.00	5,817.95	0.00	5,817.95	734.59%
	08/18/2023	08/18/2024	PHY DAM	STANDARD COLLISION	1,366.00				
	08/18/2023	08/18/2024	TAX/COLLECT/SRCHRG	CITY COLLECTION	0.00				





UNDERWRITING PREMIUM AND LOSS HISTORY - COVERAGE DETAIL

Insured Name:	COMMONWEALTH INSPECTION BUREAU INC	Symbols:	ALL
Agency:	0160055	Policies:	6602778;6602777;6602776
		Nbr of Years:	ALL

Policy	Policy Effective Date	Policy Expiration Date	Type Bureau-Des	Major Peril-Des	Premium Written	Paid Loss Amount	Reserve Amount	Incurred Loss Amount	Loss Ratio
	08/18/2023	08/18/2024	TAX/COLLECT/SRCHRG	CITY TAX	0.00				
	08/18/2023	08/18/2024	TAX/COLLECT/SRCHRG	COUNTY COLLECTION	54.00				
	08/18/2023	08/18/2024	TAX/COLLECT/SRCHRG	COUNTY TAX	535.00				
	08/18/2023	08/18/2024	TAX/COLLECT/SRCHRG	SURCHARGE	192.00				
BA 6602777					54,599.00	28,990.73	0.00	28,990.73	53.10%
CPP6602778	08/18/2018	08/18/2019	BOILER/MACH	BOILER & MACHINERY	21.00				
	08/18/2018	08/18/2019	BOILER/MACH	MINIMUM PREMIUM	39.00				
	08/18/2018	08/18/2019	COM/L	CPP COMM UMBRELLA	564.00				
	08/18/2018	08/18/2019	COM/L	GROUP I BLDG & CONTS	247.00				
	08/18/2018	08/18/2019	COM/L	GROUP II BUILDING	204.00				
	08/18/2018	08/18/2019	COM/L	SPECIAL FORM BLD&CON	563.00				
	08/18/2018	08/18/2019	EMP PRACT LIAB	EMPL PRACTICE LIAB	122.00				
	08/18/2018	08/18/2019	EMP PRACT LIAB	EPL/FI SURCHARGE	33.00				
	08/18/2018	08/18/2019	EMP PRACT LIAB	MINIMUM PREMIUM	0.00				
	08/18/2018	08/18/2019	GEN LIABILITY	MINIMUM PREMIUM	0.00				
	08/18/2018	08/18/2019	GEN LIABILITY	SINGLE LIMITS	735.00				
	08/18/2018	08/18/2019	PROFESSIONAL LIAB	CYBER PLUS	214.00				
	08/18/2018	08/18/2019	PROFESSIONAL LIAB	CYBER PLUS SURCHARGE	64.00				
	08/18/2018	08/18/2019	PROFESSIONAL LIAB	MINIMUM PREMIUM	0.00				
	08/18/2018	08/18/2019	TAX/COLLECT/SRCHRG	COUNTY COLLECTION	14.00				
	08/18/2018	08/18/2019	TAX/COLLECT/SRCHRG	COUNTY TAX	140.00				
	08/18/2018	08/18/2019	TAX/COLLECT/SRCHRG	SURCHARGE	50.00				
	08/18/2019	08/18/2020	BOILER/MACH	BOILER & MACHINERY	21.00				
	08/18/2019	08/18/2020	BOILER/MACH	MINIMUM PREMIUM	39.00				
	08/18/2019	08/18/2020	COM/L	CPP COMM UMBRELLA	556.00				
	08/18/2019	08/18/2020	COM/L	GROUP I BLDG & CONTS	227.00				
	08/18/2019	08/18/2020	COM/L	GROUP II BUILDING	186.00				
	08/18/2019	08/18/2020	COM/L	SPECIAL FORM BLD&CON	544.00				
	08/18/2019	08/18/2020	EMP PRACT LIAB	EMPL PRACTICE LIAB	122.00				
	08/18/2019	08/18/2020	EMP PRACT LIAB	EPL/FI SURCHARGE	33.00				



## UNDERWRITING PREMIUM AND LOSS HISTORY - COVERAGE DETAIL

Insured Name: COMMONWEALTH INSPECTION BUREAU INC  
Agency: 0160055

Symbols: ALL  
Policies: 6602778;6602777;6602776  
Nbr of Years: ALL

Policy	Policy Effective Date	Policy Expiration Date	Type Bureau-Des	Major Peril-Des	Premium Written	Paid Loss Amount	Reserve Amount	Incurred Loss Amount	Loss Ratio
	08/18/2019	08/18/2020	EMP PRACT LIAB	MINIMUM PREMIUM	0.00				
	08/18/2019	08/18/2020	GEN LIABILITY	MINIMUM PREMIUM	0.00				
	08/18/2019	08/18/2020	GEN LIABILITY	SINGLE LIMITS	699.00	0.00	0.00	0.00	0.00%
	08/18/2019	08/18/2020	PROFESSIONAL LIAB	CYBER PLUS	214.00				
	08/18/2019	08/18/2020	PROFESSIONAL LIAB	CYBER PLUS SURCHARGE	64.00				
	08/18/2019	08/18/2020	PROFESSIONAL LIAB	MINIMUM PREMIUM	0.00				
	08/18/2019	08/18/2020	TAX/COLLECT/SRCHRG	COUNTY COLLECTION	14.00				
	08/18/2019	08/18/2020	TAX/COLLECT/SRCHRG	COUNTY TAX	136.00				
	08/18/2019	08/18/2020	TAX/COLLECT/SRCHRG	SURCHARGE	48.00				
	08/18/2020	08/18/2021	BOILER/MACH	BOILER & MACHINERY	21.00				
	08/18/2020	08/18/2021	BOILER/MACH	MINIMUM PREMIUM	39.00				
	08/18/2020	08/18/2021	COM/L	CPP COMM UMBRELLA	556.00				
	08/18/2020	08/18/2021	COM/L	GROUP I BLDG & CONTS	235.00				
	08/18/2020	08/18/2021	COM/L	GROUP II BUILDING	192.00				
	08/18/2020	08/18/2021	COM/L	SPECIAL FORM BLD&CON	549.00				
	08/18/2020	08/18/2021	EMP PRACT LIAB	EMPL PRACTICE LIAB	122.00				
	08/18/2020	08/18/2021	EMP PRACT LIAB	EPL/FI SURCHARGE	33.00				
	08/18/2020	08/18/2021	EMP PRACT LIAB	MINIMUM PREMIUM	0.00				
	08/18/2020	08/18/2021	GEN LIABILITY	MINIMUM PREMIUM	0.00				
	08/18/2020	08/18/2021	GEN LIABILITY	SINGLE LIMITS	713.00				
	08/18/2020	08/18/2021	PROFESSIONAL LIAB	CYBER PLUS	214.00				
	08/18/2020	08/18/2021	PROFESSIONAL LIAB	CYBER PLUS SURCHARGE	64.00				
	08/18/2020	08/18/2021	PROFESSIONAL LIAB	MINIMUM PREMIUM	0.00				
	08/18/2020	08/18/2021	TAX/COLLECT/SRCHRG	COUNTY COLLECTION	14.00				
	08/18/2020	08/18/2021	TAX/COLLECT/SRCHRG	COUNTY TAX	137.00				
	08/18/2020	08/18/2021	TAX/COLLECT/SRCHRG	SURCHARGE	50.00				
	08/18/2021	08/18/2022	BOILER/MACH	BOILER & MACHINERY	22.00				
	08/18/2021	08/18/2022	BOILER/MACH	MINIMUM PREMIUM	38.00				
	08/18/2021	08/18/2022	COM/L	CPP COMM UMBRELLA	556.00				
	08/18/2021	08/18/2022	COM/L	GROUP I BLDG & CONTS	249.00				





UNDERWRITING PREMIUM AND LOSS HISTORY - COVERAGE DETAIL

Insured Name:	COMMONWEALTH INSPECTION BUREAU INC	Symbols:	ALL
Agency:	0160055	Policies:	6602778;6602777;6602776
		Nbr of Years:	ALL

Policy	Policy Effective Date	Policy Expiration Date	Type Bureau-Des	Major Peril-Des	Premium Written	Paid Loss Amount	Reserve Amount	Incurred Loss Amount	Loss Ratio
	08/18/2021	08/18/2022	COM/L	GROUP II BUILDING	185.00				
	08/18/2021	08/18/2022	COM/L	SPECIAL FORM BLD&CON	528.00				
	08/18/2021	08/18/2022	EMP PRACT LIAB	EMPL PRACTICE LIAB	122.00				
	08/18/2021	08/18/2022	EMP PRACT LIAB	EPL/FI SURCHARGE	33.00				
	08/18/2021	08/18/2022	EMP PRACT LIAB	MINIMUM PREMIUM	0.00				
	08/18/2021	08/18/2022	GEN LIABILITY	MINIMUM PREMIUM	0.00				
	08/18/2021	08/18/2022	GEN LIABILITY	SINGLE LIMITS	758.00				
	08/18/2021	08/18/2022	PROFESSIONAL LIAB	CYBER PLUS	214.00				
	08/18/2021	08/18/2022	PROFESSIONAL LIAB	CYBER PLUS SURCHARGE	64.00				
	08/18/2021	08/18/2022	PROFESSIONAL LIAB	MINIMUM PREMIUM	0.00				
	08/18/2021	08/18/2022	TAX/COLLECT/SRCHRG	COUNTY COLLECTION	14.00				
	08/18/2021	08/18/2022	TAX/COLLECT/SRCHRG	COUNTY TAX	139.00				
	08/18/2021	08/18/2022	TAX/COLLECT/SRCHRG	SURCHARGE	49.00				
	08/18/2022	08/18/2023	BOILER/MACH	BOILER & MACHINERY	23.00				
	08/18/2022	08/18/2023	BOILER/MACH	MINIMUM PREMIUM	37.00				
	08/18/2022	08/18/2023	COM/L	CPP COMM UMBRELLA	568.00				
	08/18/2022	08/18/2023	COM/L	GROUP I BLDG & CONTS	311.00				
	08/18/2022	08/18/2023	COM/L	GROUP II BUILDING	231.00				
	08/18/2022	08/18/2023	COM/L	SPECIAL FORM BLD&CON	571.00				
	08/18/2022	08/18/2023	EMP PRACT LIAB	EMPL PRACTICE LIAB	122.00				
	08/18/2022	08/18/2023	EMP PRACT LIAB	EPL/FI SURCHARGE	33.00				
	08/18/2022	08/18/2023	EMP PRACT LIAB	MINIMUM PREMIUM	0.00				
	08/18/2022	08/18/2023	GEN LIABILITY	MINIMUM PREMIUM	0.00				
	08/18/2022	08/18/2023	GEN LIABILITY	SINGLE LIMITS	723.00				
	08/18/2022	08/18/2023	PROFESSIONAL LIAB	CYBER PLUS	214.00				
	08/18/2022	08/18/2023	PROFESSIONAL LIAB	CYBER PLUS SURCHARGE	64.00				
	08/18/2022	08/18/2023	PROFESSIONAL LIAB	MINIMUM PREMIUM	0.00				
	08/18/2022	08/18/2023	TAX/COLLECT/SRCHRG	COUNTY COLLECTION	15.00				
	08/18/2022	08/18/2023	TAX/COLLECT/SRCHRG	COUNTY TAX	145.00				
	08/18/2022	08/18/2023	TAX/COLLECT/SRCHRG	SURCHARGE	52.00				





UNDERWRITING PREMIUM AND LOSS HISTORY - COVERAGE DETAIL

Insured Name:	COMMONWEALTH INSPECTION BUREAU INC	Symbols:	ALL
Agency:	0160055	Policies:	6602778;6602777;6602776
		Nbr of Years:	ALL

Policy	Policy Effective Date	Policy Expiration Date	Type Bureau-Des	Major Peril-Des	Premium Written	Paid Loss Amount	Reserve Amount	Incurred Loss Amount	Loss Ratio
	08/18/2023	08/18/2024	BOILER/MACH	BOILER & MACHINERY	24.00				
	08/18/2023	08/18/2024	BOILER/MACH	MINIMUM PREMIUM	36.00				
	08/18/2023	08/18/2024	COM/L	CPP COMM UMBRELLA	626.00				
	08/18/2023	08/18/2024	COM/L	GROUP I BLDG & CONTS	372.00				
	08/18/2023	08/18/2024	COM/L	GROUP II BUILDING	274.00				
	08/18/2023	08/18/2024	COM/L	SPECIAL FORM BLD&CON	611.00				
	08/18/2023	08/18/2024	EMP PRACT LIAB	EMPL PRACTICE LIAB	122.00				
	08/18/2023	08/18/2024	EMP PRACT LIAB	EPL/FI SURCHARGE	33.00				
	08/18/2023	08/18/2024	EMP PRACT LIAB	MINIMUM PREMIUM	0.00				
	08/18/2023	08/18/2024	GEN LIABILITY	MINIMUM PREMIUM	0.00				
	08/18/2023	08/18/2024	GEN LIABILITY	SINGLE LIMITS	863.00				
	08/18/2023	08/18/2024	PROFESSIONAL LIAB	CYBER PLUS	214.00				
	08/18/2023	08/18/2024	PROFESSIONAL LIAB	CYBER PLUS SURCHARGE	64.00				
	08/18/2023	08/18/2024	PROFESSIONAL LIAB	MINIMUM PREMIUM	0.00				
	08/18/2023	08/18/2024	TAX/COLLECT/SRCHRG	COUNTY COLLECTION	17.00				
	08/18/2023	08/18/2024	TAX/COLLECT/SRCHRG	COUNTY TAX	162.00				
	08/18/2023	08/18/2024	TAX/COLLECT/SRCHRG	SURCHARGE	58.00				
CPP6602778					18,408.00	0.00	0.00	0.00	0.00%
WC 6602776	08/18/2018	08/18/2019	NON BUREAU	SPC FUND/ASSESS CHRG	107.00				
	08/18/2018	08/18/2019	WORKER COMP PLUS	WORKERS COMPENSATIO	1,697.00				
	08/18/2019	08/18/2020	NON BUREAU	SPC FUND/ASSESS CHRG	109.00				
	08/18/2019	08/18/2020	WORKER COMP PLUS	WORKERS COMPENSATIO	1,694.00				
	08/18/2020	08/18/2021	NON BUREAU	SPC FUND/ASSESS CHRG	109.00				
	08/18/2020	08/18/2021	WORKER COMP PLUS	WORKERS COMPENSATIO	1,703.00				
	08/18/2021	08/18/2022	NON BUREAU	SPC FUND/ASSESS CHRG	126.00				
	08/18/2021	08/18/2022	WORKER COMP PLUS	WORKERS COMPENSATIO	1,799.00				
	08/18/2022	08/18/2023	NON BUREAU	SPC FUND/ASSESS CHRG	122.00				
	08/18/2022	08/18/2023	WORKER COMP PLUS	WORKERS COMPENSATIO	1,751.00				
	08/18/2023	08/18/2024	NON BUREAU	SPC FUND/ASSESS CHRG	154.00				
	08/18/2023	08/18/2024	WORKER COMP PLUS	WORKERS COMPENSATIO	2,212.00				





UNDERWRITING PREMIUM AND LOSS HISTORY - COVERAGE DETAIL

Insured Name:	COMMONWEALTH INSPECTION BUREAU INC	Symbols:	ALL
Agency:	0160055	Policies:	6602778;6602777;6602776
		Nbr of Years:	ALL

Policy	Policy Effective Date	Policy Expiration Date	Type Bureau-Des	Major Peril-Des	Premium Written	Paid Loss Amount	Reserve Amount	Incurred Loss Amount	Loss Ratio
WC 6602776					11,583.00				
Totals:					84,590.00	28,990.73	0.00	28,990.73	34.27%

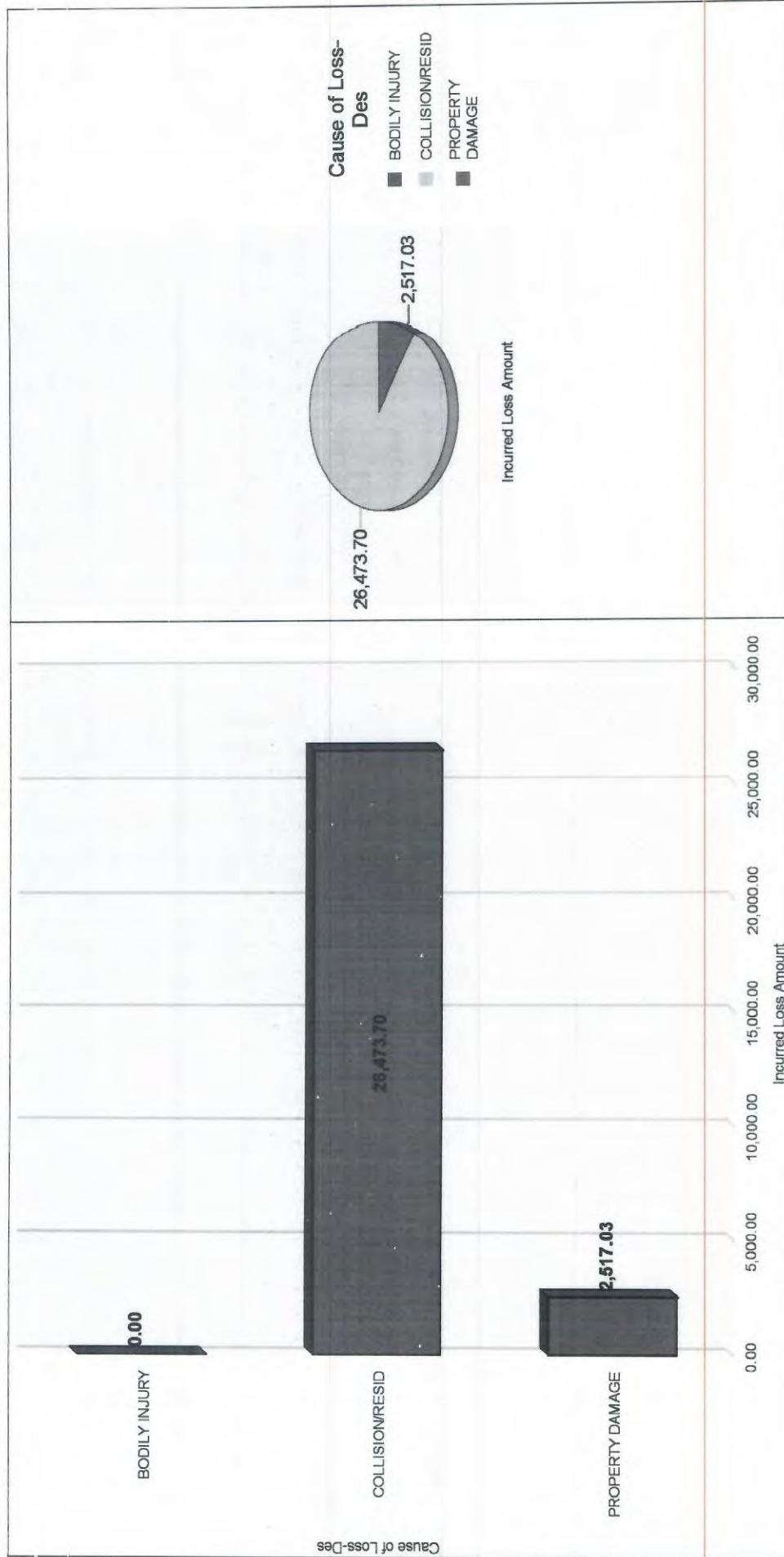


UNDERWRITING PREMIUM AND LOSS HISTORY - LOSS DETAIL

Insured Name: COMMONWEALTH INSPECTION BUREAU INC  
Agency: 0160055

Symbols: ALL  
Policies: 6602778;6602777;6602776  
Nbr of Years: ALL

Cause of Loss Summary







# UNDERWRITING PREMIUM AND LOSS HISTORY - LOSS DETAIL

Insured Name:	COMMONWEALTH INSPECTION BUREAU INC	Symbols:	ALL
Agency:	0160055	Policies:	6602778;6602777;6602776
		Nbr of Years:	ALL

## Claim Detail

Policy	Claim Nbr	Cat Cd	Date of Loss	Major Peril-Des	Claimant Name	Cause of Loss-Des	AIA Des (Full Code for WC, Pos 5 & 6 for all other)	Paid Loss Amount	Reserve Amount	Incurred Loss Amount	Status
BA 6602777	000200032481	00	02/21/2019	COMPREHENSIVE	COMMONWEALTH BUREAU INC	COLLISION/RESID		643.25	0.00	643.25	CLOSED
<b>Policy Term:</b>	<b>08/18/2018</b>		<b>To</b>	<b>08/18/2019</b>				<b>643.25</b>	<b>0.00</b>	<b>643.25</b>	
	000200135738	00	10/05/2021	BUSINESS AUTO PLUS	COMMONWEALTH LTH INSPECTION	COLLISION/RESID		595.00	0.00	595.00	CLOSED
	000200135738	00	10/05/2021	SINGLE LIMITS	Windstream	PROPERTY DAMAGE		2,517.03	0.00	2,517.03	CLOSED
	000200135738	00	10/05/2021	STANDARD COLLISION	COMMONWEALTH LTH INSPECTION	COLLISION/RESID		18,772.52	0.00	18,772.52	CLOSED
<b>Policy Term:</b>	<b>08/18/2021</b>		<b>To</b>	<b>08/18/2022</b>				<b>21,884.55</b>	<b>0.00</b>	<b>21,884.55</b>	
	000200207637	00	03/14/2023	COMPREHENSIVE	COMMONWEALTH LTH INSPECTION B	COLLISION/RESID		644.98	0.00	644.98	CLOSED
<b>Policy Term:</b>	<b>08/18/2022</b>		<b>To</b>	<b>08/18/2023</b>				<b>644.98</b>	<b>0.00</b>	<b>644.98</b>	
	000200241003	00	10/03/2023	COMPREHENSIVE	COMMONWEALTH LTH INSPECTION B	COLLISION/RESID		639.71	0.00	639.71	CLOSED
	000200265003	FO	04/02/2024	COMPREHENSIVE	COMMONWEALTH LTH INSPECTION	COLLISION/RESID		5,178.24	0.00	5,178.24	CLOSED
<b>Policy Term:</b>	<b>08/18/2023</b>		<b>To</b>	<b>08/18/2024</b>				<b>5,817.95</b>	<b>0.00</b>	<b>5,817.95</b>	
<b>BA 6602777</b>	<b>Total</b>							<b>28,990.73</b>	<b>0.00</b>	<b>28,990.73</b>	
CPP6602778	000200109220	00	04/02/2020	SINGLE LIMITS	DANA HOGUE	BODILY INJURY		0.00	0.00	0.00	CLOSED
<b>Policy Term:</b>	<b>08/18/2019</b>		<b>To</b>	<b>08/18/2020</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>CPP6602778</b>	<b>Total</b>							<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Totals:</b>								<b>28,990.73</b>	<b>0.00</b>	<b>28,990.73</b>	



**UNDERWRITING PREMIUM AND LOSS HISTORY - WC DETAIL**

Insured Name:	COMMONWEALTH INSPECTION BUREAU INC	Symbols:	ALL
Agency:	0160055	Policies:	6602778;6602777;6602776
		Nbr of Years:	ALL

Injury Cause Summary





## UNDERWRITING PREMIUM AND LOSS HISTORY - WC DETAIL

Insured Name: COMMONWEALTH INSPECTION BUREAU INC  
Agency: 0160055

Symbols: ALL  
Policies: 6602778;6602777;6602776  
Nbr of Years: ALL

### Injury Summary

### Body Part Summary



UNDERWRITING PREMIUM AND LOSS HISTORY - WC DETAIL

Insured Name:	COMMONWEALTH INSPECTION BUREAU INC	Symbols:	ALL
Agency:	0160055	Policies:	6602778;6602777;6602776
		Nbr of Years:	ALL

Claimant Summary





UNDERWRITING PREMIUM AND LOSS HISTORY - WC DETAIL

Insured Name: COMMONWEALTH INSPECTION BUREAU INC

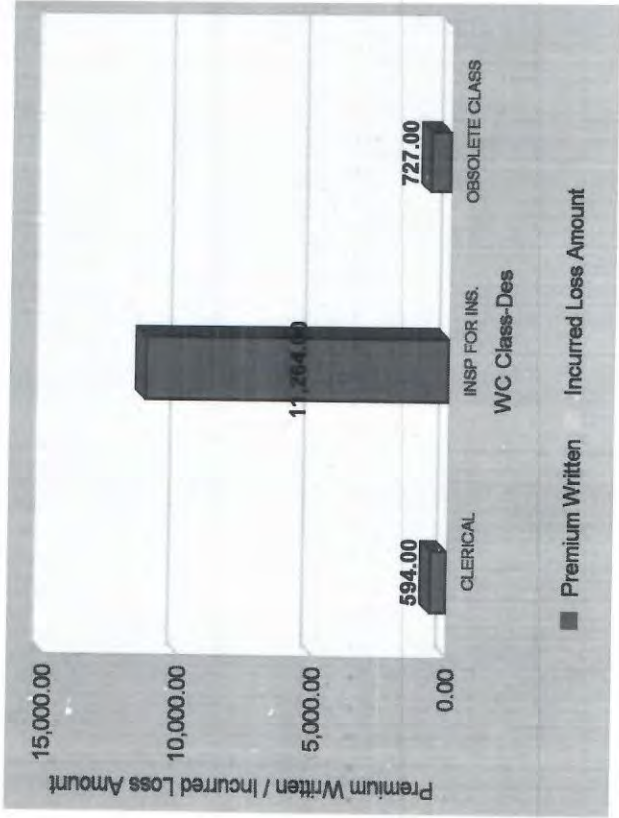
Agency: 0160055

Symbols: ALL

Policies: 6602778;6602777;6602776

Nbr of Years: ALL

Class Summary



Credit/Debit Ind	Class Code	WC Class-Des	Premium Written	Paid Loss Amount	Reserve Amount	Incurred Loss Amount
N		OBSOLETE CLASS	727.00			
	8720	INSP FOR INS.	11,264.00			
	8810	CLERICAL	594.00			
N			12,585.00			
Y	0900	EXP. CONSTANT	960.00			
	9740	CATASTROPHE PROV	164.00			
	9741	CATASTROPHE/DOME	326.00			
	9812	EMP-1M	130.00			
	9848	COV II ADD - MIN	590.00			
	9887	SCHEDULED CRED.	-3,048.00			
	9898	EXPERIENCE MOD	-124.00			
Y			-1,002.00			
			11,583.00			



UNDERWRITING PREMIUM AND LOSS HISTORY - WC DETAIL

Insured Name:	COMMONWEALTH INSPECTION BUREAU INC	Symbols:	ALL
Agency:	0160055	Policies:	6602778;6602777;6602776
		Nbr of Years:	ALL

Month of Loss Summary



## **Section 19**



Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comminsp@windstream.net

**Extra Offerings Proposed By  
Commonwealth Inspection Bureau, Inc.**

1. Commonwealth Inspection Bureau, Inc. has had the electrical inspection contract with Lexington-Fayette Urban County Government for twenty-six (26) years 1998 – present.
2. Commonwealth Inspection Bureau, Inc. will perform **at no charge**, all inspections for electrical work performed by Lexington-Fayette Urban County Government employees for local government purposes.
3. Commonwealth Inspection Bureau, Inc. will have one (1) full-time employee available 24 hours per day, 7 days per week to perform work as required under this Request for Proposal.
4. Commonwealth Inspection Bureau, Inc. will at any time upon the request of the Home Builders Association of Lexington, including both the builder and remodeler members, will be available to attend any of their sponsored seminars for the purpose of educating them about relevant code enforcement issues and code interpretations.
5. Commonwealth Inspection Bureau, Inc. will have a full-time on-site office available to the public with parking set aside for disabled individuals and will employ a full-time secretary. In fact, it has had such on-site service available since 1993.
6. Commonwealth Inspection Bureau, Inc. currently owns one (1) truck and three (3) vehicles with Front-wheel drive, which will allow these vehicles to drive in snow and ice.
7. Commonwealth Inspection Bureau, Inc. will at any time upon the request of the Kentucky Electrical Contractor's Association or any other electrical contractor's association, be available to attend any of their sponsored seminars for the purpose of educating them about relevant code enforcement issues and any changes in the electrical code which might be promulgated.
8. Commonwealth Inspection Bureau, Inc. will open its office on Saturdays for electrical inspections if the workload requires such a measure. Currently Commonwealth Inspection Bureau, Inc. has been capable of completing all necessary electrical inspections Monday-Friday during normal business hours.



## **Section 20**

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP 49-2024

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Procurement Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items



into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

  X   Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Commonwealth Inspection Bureau, Inc.

**Company**

September 20, 2024

**Date**

Marshall W. Jones, Jr

**Company Representative**

President

**Title**



Commonwealth Inspection  
501 Darby Creek Rd., Suite 63  
Lexington, Ky 40509  
Ph. 859-263-7800  
Fax: 859-263-7887  
comminsp@windstream.net

**LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote # 49-2024**

**Response:**

The contract awarded by this RFP prohibits subcontracting, so all electrical inspection work will be self-performed. Thus, there can be no dealings with MBE/WBE subcontractors. Due to the nature of electrical inspection work, there is no need for the purchase of construction supplies or materials from any MBE/WBE suppliers.

We have requested a list of the Certified Business for the Lexington- Fayette Urban County Government's minority business liaison and will utilize services of these business when possible.



Company Name	Business Product or Service	Phone	First Name	Last Name	Address	City	State	Zip Code	Classification
3C Ventures, LLC dba 3C Safety Solutions	Safety Training and Consulting	409-538-1844	John	Cherry	16500 Fir Rd	Santa Fe	TX	77517	Service-Disabled Veteran Owned Small Business
360Water Inc.	Web-based Courseware, Professional and Consulting Services, Technology	614-264-3600	Laura Togetherhoff	Raich	965 W. Third Ave.	Columbus	OH	43212	Woman-Owned Business Enterprise
7pm Group, LLC	Building Maintenance Materials: Electrical and Plumbing Supplies, Construction, Subcontracting Services, Paint Manufacturing, Professional Services	502-417-4249	Vinod	Anthony	9630 Ormady Station Dr.	Louisville	KY	40223	Disadvantaged Business Enterprise, Minority Business Enterprise
84 Lumber Company	Supplier of Building Materials, Manufactured Components	724-255-5238	Any	Cries	1019 Route 519 Bldg 2	Eighty Four	PA	15330	Women Business Enterprise
Able Jones Consulting	Civil Engineering, Land Surveying, Utility Locating, Traffic Counts	889-559-3443	Abbie	Jones	1022 Fontaine Rd	Lexington	KY	40502	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Abundant Living Psychological and Coaching Services for Children and Adolescents, PLLC	Professional Services: Instruction, Education Training, Medical and Health, Office and Business Services	889-229-8923	Shantira	Mulder	2805 Jenna Road	Lexington	KY	40511	Minority and Women Business Enterprise
Absolute Staffing & Consulting Solutions, LLC	Professional and Consulting Services	410-848-9480	Tawanda	Huff	2221 Cherokee Dr.	Westminster	MD	21157	Women Business Enterprise
Accounting Receivables and Revenue Cycle Consulting, LLC	Professional and Consulting Services: RCM Optimization, Healthcare System and RHC COVID 19 & Bankruptcy Recovery	559-546-8136	J. Mandell	Carter	608 State HWY 110 S. #311	Whitehouse	TX	75791	Minority Business Enterprise
Accurate Screens	Medical and Health: Testing, Professional and Consulting Services	510-384-3885	Regina	Jones	8105 Edgewater Drive Suite 225	Oakland	CA	94621	Disadvantaged Business Enterprise, Minority and Women Business Enterprise
Acme Supply Co., LTD	Linens, Clothing, Personal Care Items	800-567-8025	Zaher	Stark	10 Cedar Swamp Rd, Staff	Olen Cove	NY	11542	Minority Business Enterprise
ActOne Government Solutions	Professional and Consulting Services	866-483-8343	Milton	Perkins	8330 W. Sahara Ave	Las Vegas	NV	89117	Minority Business Enterprise
Ad-Venture Promotions	Promotional Products, Wearables	889-263-4269	Cathy	Stafford	2625 Regency Road	Lexington	KY	40503	Woman-Owned Business Enterprise
ADE Contracting, Inc	Underground Utilities, Excavation, Curb and Walk	889-621-7941	Angela	English	102 Preston Court	Versailles	KY	40383	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Aequitas Power Company	Utility, Transmission, Distribution, Construction and Maintenance	502-434-8329	Juan	Flynn	401 4th Street	Shelbyville	KY	40065	Disadvantaged Business Enterprise, Minority Business Enterprise
AGrade Construction, Inc.	Construction	606-369-5044	Mary Anne	Becher	102 Cougar Dr, PO Box 127	Elkhorn City	KY	41522	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Allegheny Utility Solutions, LLC	Utility Service Company	717-585-4186	Josh	McConnell	131 Torsell Lane	Beaumont	PA	16832	Service-Disabled Veteran Owned Small Business
Allen Engineering, Inc.	Surveying & Incidental Construction	889-229-7392	Lili	Allen	2509 Lertalle Court	Lexington	KY	40513	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
All In Safety Corp	Supplier of Safety Supplies	718-812-0968	Moshe	Folman	509 Temple Hill Rd	New York	NY	12553	Women Business Enterprise
Alt-H-One Services, LLC	Professional and Consulting Services, Information Technology, Human Resource and Temporary Labor Services	281-812-3553	E. Ann	Gulex	12115 English Brook Circle	Humble	TX	77346	Minority and Woman-Owned Business Enterprise
Alpha Co Marketing and Media, LLC	Professional Services: Web Design, SEO and Digital Marketing Services	713-482-1879	Juan Pablo	Osono	2532 Hadley Cir.	Houston	TX	77478	Minority Business Enterprise, Veteran-Owned Small Business
Al Safe Industries	Safety Products Distributor	502-466-7988	Wendy	Dunn	11360 Bluegrass Parkway	Louisville	KY	40290	Veteran Owned Small Business

Altairr Paving and Construction, LLC	Construction and Construction Subcontracting Services	502-265-4731	Maria	Triplet	2235 Corydon Pike	New Albany	IN	47150	Woman-Owned Business Enterprise
Alt Things Diverse	Professional and Consulting Services: Instruction and Education, Information Technology	619-660-8699	Tammy L	Hobb	12081 Lazarette Ct	Jacksonville	FL	32258	Service-Disabled Veteran Owned Small Business
Anderson Business and Consulting Resources, LLC	Professional and Consulting Services: Architectural, Construction Management, Engineering and Survey Services: Educational Training Services	515-262-3021	Margie	Anderson	1248 Paddock Hills Ave	Channah	OH	45229	Minority and Woman-Owned Business Enterprise
Apex Advanced Technology LLC dba APEX Group	Construction and Professional Services: Wireline, Wireless Engineering Services	703-705-3455	Roland	Morton	205 Van Buren St	Hemdon	VA	20170	Minority Business Enterprise
Apex Environmental Services	Janitorial Services: Cleaning and Custodial Supplies, Equipment	513-772-2729	Sadie	Thomas	19 E 72nd St	Channah	OH	45216	Minority Business Enterprise
Apollo rug Screening LLC	Background Checks, Drug Testing Services	877-930-7243	William	Knight	516 Grant Avenue	Satellite Beach	FL	32937	Veteran Owned Small Business
AR2 Engineering, LLC	Large Format Printer, Banners, Wall Graphics, Window, Floor Graphics & Decals, Vehicle Wraps, Directional Signage, Barricade Wraps	248-735-9999	Janice	Feenstaring	26600 Heyn Drive	Novi	MI	48374-182	Minority Business Enterprise
ABC Group, Inc.	Cultural, Environmental Resources Consulting	614-268-2514	Sanjivan	Chanchani	800 Freeway Drive N	Columbus	OH	43229	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
ASE Direct, Inc.	Seller of Medical Supplies, Pharmaceuticals, Printer Cartridges	888 204-1938	Lynn	Todd	7113 Peach Court, Suite 200	Brentwood	TN	37027-3200	Service Disabled Veteran Owned Small Business
ASK IT Consulting Inc.	Professional and Consulting Services, Technology	631-649-1313	Manisha	Gupta	33 Peachtree St.	Holtsville	NY	11742	Minority and Woman Business Enterprise
A-T Medical Group LLC	PPE and Medical Supplies	917-287-8177	Colin	Hall	710 Undercliff Ave	Edgewater	NJ	7020-158	Minority Business Enterprise
Agrie Engineering, PLLC	Civil Engineering Consulting Services	859-312-8434	Alison	Chodwell	4544 Catalpa Ct	Surlington	KY	41005	Disadvantaged Business Enterprise
Asterian Consulting, LLC	Professional and Consulting Services, Transportation	678-296-2514	Joseph	Pittman	484 Pierce Road	Lanrum	SC	29356	Service Disabled Veteran Owned Small Business
Athena Consulting LLC	Temporary Staffing Services	301-216-9654	Mark	Elvin	505 Main St	Calhounburg	MD	20878	Disadvantaged Business Enterprise, Minority Business Enterprise
Athena Engineering & Environmental	Professional and Consulting Services: Environmental	615-255-9702	Caleb	Smith	521 Indsley Ave Suite 101	Nashville	TN	37210	Woman Business Enterprise
Ayrosa Simmons PLLC	Professional Services: Architectural BIM Modeling, Surveying	859-487-0055	Kim	Short	265 East Short St	Lexington	KY	40507	Disadvantaged Business Enterprise, Minority Business Enterprise
Bailey Construction & General Contracting, LLC dba Cable 2 Run	Commercial Construction, Skilled and General Labor	502-333-4768	Cory	Bailey	9833 Willowbrook Ct	Louisville	KY	40223	Disadvantaged Business Enterprise, Minority Business Enterprise
Bailey Safety, Inc.	Construction Training and Consulting Services, Safety Manuals, Site Safety Guidelines	502-291-0596	Nancy	Bailey	1338 S. Shelby St.	Louisville	KY	40217	Woman-Owned Business Enterprise
B & S Electric Supply	Electrical Wholesaler	502-281-0442	Charles	Walt	11000 Plantville Drive	Louisville	KY	40299	Minority Business Enterprise
Bar-Tie Reinforcing, Inc.	Labor to Place & Tie Reinforcing Steel, SIP Forms	606-674-9413	Cindy	Kirnsaid	14748 Red Hog Pike	Rising Sun	IN	47040	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
BDM Squared, LLC	Professional Services: Project Management	404-301-5579	Missy Fletcher	Fletcher	235 Peachtree Street #400	Atlanta	GA	30303	Minority Business Enterprise



Benson Group LLC	Construction, Industrial and Manufacturing, Professional and Consulting Services	502-767-6678	Alan	Benson	101 N. 7th Street	Louisville	KY	40202	Disadvantaged Business Enterprise, Minority Business Enterprise, Service Disabled Veteran Owned Small Business
Better Medical Billing Solutions	Turn Key Billing Solutions, Revenue Cycle Management, Cash Flow Optimization	859-213-8727	Jimmie	Powell	710 E. Main Street	Lexington	KY	40502	Minority Business Enterprise, Service Disabled Veteran Owned Small Business
Bienal Productions, LLC	Supplier of Customized Promotional Products, Apparel, and Items	847-928-7766	Laurel	Zussar	1811 St. Johns Ave., Suite 201	Highland Park	IL	60036	Minority and Women Business Enterprise
Big Meadow Oil Company, Inc.	Construction Liquid Asphalt, Diesel Fuel Supplier	270-590-2669	Whitney	Ball	7193 Glasgow Road	Edmonton	KY	42129	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Bison Services LLC	HVAC, Mechanical Contractor	606-747-0322	Jason	Meloch Jr.	7452 North AA Highway	Foster	KY	41043	Minority Business Enterprise
BlackCreyGold Solutions	Provider of Medical Consumables, Personal Protective Equipment, Testing and Lab Services	214-233-9709	Austin	McCasin	550 Reserve Street Suite 150	South Lake	TX	79092	Service Disabled Veteran Owned Small Business
Blaze Enterprises, LLC	Construction Contracting and Subcontracting Services	606-863-1003	Cara	Anderson	PO Box 704	Clay City	KY	40312	Woman-Owned Business Enterprise
Blenderbox	Technology: Software and Website Development Services	718-963-4594	Jason	Jeffries	228 Park Avenue S, Suite 52795	New York	NY	10003	Women Business Enterprise
Bluegrass Electrical Consultants, Inc.	Commercial Industrial Electrical Contractor	859-371-2593	Terry	Melcal	1485 Production Drive	Burlington	KY	41005	Woman-Owned Business Enterprise
Bluegrass Lightning Consultants, Inc.	Lighting Protection	502-673-8866	Kite	Phillips	PO Box 308	Bloomfield	KY	41008	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Blue Cypress Consulting, LLC	Professional and Consulting Services: Construction Management, Engineering and Survey Services	470-322-5100	Caroline	Evans	315 W Ponce de Leon Ave, Suite 805	Dacula	GA	30030	Disadvantaged Business Enterprise, Woman Business Enterprise
Blue Sten, LLC	Environmental, Industrial and Manufacturing, Technology Services	321-242-0300	Kiana	Silbes	3030 Venture Lane	Melbourne	FL	32934	Woman-Owned Business Enterprise
Blue Strike Environmental dba EcoShift	Professional and Consulting Services	231-360-5322	Andrea	Green	128 Bonifacio Pl Ste. G	Monterey	CA	93540	Women Business Enterprise
Brand Advertising Group	Advertising, Marketing, Web Services, Research	859-263-5760	Susie	Merida	3369 Tates Creek Road #125	Lexington	KY	40502	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Bridge to Restoration, LLC	Mental Health Agency	502-509-7001	Nicole A.	Clement	1335 Daypring Court	Bowling Green	KY	42104	Minority and Women Business Enterprise
Brookington and Associates, Inc.	Cultural Resources Management: Archaeology, History, Historic Architecture, NEHP Nominations	770-862-5507	Michael	Wash	4000 Delkath Technology Parkway	Atlanta	GA	30340	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Brownfields Development, LLC	Environmental Consulting and Contracting Firm	502-741-3605	Theresa	Bascom	PO Box 426	Prospect	KY	40359	Woman-Owned Business Enterprise
Bryant Power Solutions	Electrical Engineering and Testing Services	810-579-6224	Billy	Bryant	5598 Still Meadow LN	Grand Blanc	MI	48439	Veteran Owned Small Business
Building & Earth Sciences, Inc	Geotechnical Engineering, Construction Materials Testing Services	502-267-1710	Malcolm	Barnett	13155 Middleton Industrial Blvd. Suite 1	Louisville	KY	40223	Women Business Enterprise
Business Integra	Business, Office Services, Professional and Consulting Services	301-474-9900	Pratibha	Ramadas	6550 Rock Spring Drive, Suite 600	Bethesda	MD	20817	Woman Owned Business Enterprise
Cal Vet Integrated Consulting Services, Inc	Information Technology, Instructional and Education Services	916-524-6375	Wayne	Walker	38417 Coralino Drive	Murietta	CA	92553	Disadvantaged Business Enterprise

Capital Filtrations Inc.	Environmental, Power and Energy, Transportation	833-407-2015	Michael	White	13355 N US Hwy 183 Suite 406-743	Austin	TX	78750	Minority Business Enterprise
Careers USA, Inc.	Professional and Consulting Services, Temporary Labor Services	561-965-7000	Jennifer	Johnson	6501 Congress Avenue Suite 200	Boca Raton	FL	33487	Woman-Owned Business Enterprise
Carolynne Smith	Professional and Consulting Services: Standard Operating Procedures, Compliance Audits, Quality Assurance, Human Resources and Training	215-703-7042	Carolynne	Smith	3000 Chestnut Street	Philadelphia	PA	19104	Minority and Woman-Owned Business Enterprise
Carolyn's Crown & Glory Beauty Salon, LLC	Professional Services, Product, Salon Equipment	855-266-6399	Carolyn	Dunn	1801 Alexandria Drive, Suite 80	Lexington	KY	40504	Minority Business Enterprise, Woman-Owned Business Enterprise
CE HUGHES MILLING, INC.	Pavement Milling & Cleaning Services	812-725-8265	Caroline	Hughes	3113 HOLMANS LANE	Jeffersonville	IN	47130	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Cedar Valley Seeding, Inc.	Highway, Site Seeding, Erosion Control, Landscaping	855-587-1437	Susan	Redmon	651 Redmon Road	Paris	KY	40361	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
CentralComm	Technology, Computer Networking, Document Imaging, Software and Web Site Development	419-423-2656	Lynn	Child	323 South Main Street	Findlay	OH	45840	Woman-Owned Business Enterprise
Chaf Doug's Gourmet Foods, LLC	Full Service Catering, Personal and Mobile Catering, Food and Beverage	855-895-1464	Doug	Johannes	19 Wainscott Avenue	Winchester	KY	40391	Minority Business Enterprise
Cintach, Inc.	Computer Integrated Manufacturing Technology Company	812-946-1422	Jesika	Young	325 Park East Blvd	New Albany	IN	47150	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Cinq Tech Staffing Services	Professional and Consulting Services: Business, Industrial and Technology Services	502-384-0112	Theron	Mackey	3831 Ruckriegel Parkway	Louisville	KY	40269	Minority Business Enterprise
Civil Design, Inc.	Civil Engineering and Surveying	314-891-5467	Lori	Dalber	3404 Stony Spring Circle	Louisville	KY	40220	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Class of Modesty dba Shuwanna White	Construction Contracting and Subcontracting Services, Building Maintenance and Materials, Industrial Manufacturing, Office and Business	901-483-5313	Shuwanna	White	306 Lake Drive	Somerville	TN	38068	Minority Business Enterprise
Clint Chemical & Janitorial Supplies, Inc.	Janitorial, Safety Supplies, Equipment Distributor	502-267-5367	Angela	Hinkle	P.O. Box 66028	Louisville	KY	40269-0028	Minority Business Enterprise
CMI Consulting, LLC	Human Resources Consulting	859-296-2800	Beverly	Clements	2808 Palumbo Drive, Suite 202	Lexington	KY	40509	Woman-Owned Business Enterprise
Combat Safety and Services LLC	Solar, Panels, Batteries, Cleaning	813-453-3560	Steve	Carlson	101 Gulfstream Ave SE	Sarasota	FL	34236	Service-Disabled Veteran Owned Small Business
Computers On The Move	Value Added Reseller, Computer Hardware and Software	414-228-8400	James	Thomson	6910 N Crestwood Dr.	Glendale	WI	53009	Veteran Owned Small Business
Compu-Vision Consulting, Inc.	Temporary Staffing Services and Consulting Firm	732-422-1500	Linda	Lopes	2050 Route 27 N	North Brunswick	NJ	08902	Women Business Enterprise
Conco Spray Solutions, LLC	Provider of Protective Linings for Water and Wastewater Industries	317-429-6543	Jennifer	Hoop	P.O. Box 36726	Indianapolis	IN	46226	Woman-Owned Business Enterprise
Conitico Incorporated	Architectural/Engineering Consulting and Management	615-759-7474	Jill	Johnson	2094 N. Mt. Juliet Road	Mt. Juliet	TN	37172	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
CONSOLIDATED CORDAGE CORP	Government & Military Specification: Brails, Bungies, Climbing Ropes, Diamond braid, Double braid, Braided Elastic, Elastic Shock Cord, Flat Brails, Flat Elastic, Hollow Braid, Hook & Loop, Kimmantite, Knitted Cord, Fall Protection Safety, Climbing/Cust	561-341-7247	Rense	Ciacco	1707 Avenida Del Sol	Boca Raton	FL	33432-1744	Woman-Owned Business Enterprise
Construction Supplies Online	Supplier of Construction Materials	502-891-2541	William	Brazley	10327 Lim Station Road	Louisville	KY	40223	Disadvantaged Business Enterprise, Minority Business Enterprise



Cope Plastics, Inc.	Industrial and Manufacturing Plastics, Plegel's, Resin, Resin, Rubber, Foam, Film	502-499-8884	Carl	Brown	10500 Bluegrass Parkway Suite 3	Louisville	KY	40229	Woman Owned Business Enterprise
Cornerstone Engineering, Inc.	Engineering Consulting services	502-493-2717	Chella	Subram, P.A., Sub	2302 Hurdbourne Village Drive, Suite 1	Louisville	KY	40269	Minority Business Enterprise
Cosmos Technologies, Inc.	Professional and Consulting Services Firm: Construction, Environmental, Instructional and Education	412-321-3051	Holly	Douglas	2718 River Green Circle	Louisville	KY	40206	Minority Business Enterprise
CREBADS LLC	Full Service Event, Travel Management Company	210-946-8800	Gregorio	Palomino	1150 N Loop 1604 W	San Antonio	TX	78248	Minority Business Enterprise
Critical Environmental Solutions	Electrical Engineering Firm, Electrical Optimization, Demand Reduction, Industrial Operations	859-621-6761	Bob	Soffel	4611 Northridge Circle	Crestwood	KY	40014	Service-Disabled Veteran Owned Small Business
Crown Services Inc	Staffing Services	859-223-4286	Ryan	Atwell	800 Corporate Drive	Lexington	KY	40503	Woman-Owned Business Enterprise
Crown Services, Inc.	Staffing, Employment Services	614-844-5429 Ext 989	Lisa	Stirrett	2800 Corporate Exchange Dr, Suite 12	Columbus	OH	43231	Woman-Owned Business Enterprise
D3 Group Contracting	Construction, Contracting and Sub Contracting	502-428-1054	Dave	Krenzar	PO Box 908	Fort Knox	KY	40121	Service-Disabled Veteran Owned Small Business
D.A.G. Construction Co., Inc.	General Contractor, Construction Manager	513-542-8597	Gregory	Webb	4924 Winton Road	Cincinnati	OH	45232	Minority Business Enterprise
DAW Cleaning Service, LLC	Commercial Residential Cleaning: Brick, Vinyl, Pressure Wash, Shuco, Water Proof Seal, Demolition	859-309-1513	Andre	Wilson	928 Lima Ct	Lexington	KY	40511	Minority Business Enterprise
DBA University, Inc.	Information Technology Services, Software Services and Maintenance	720-594-1260	Srinivas	Ramireni	4900 Windhaven Pkwy Suite 1207	Lewisville	TX	75068	Minority Business Enterprise
D. Daniels Agency	Logistics Company: Transportation, Freight	859-263-3599	Carla	Johnson	5751 Briar Hill Rd. #25	Lexington	KY	40516	Women Business Enterprise
Daniel Fern Associates LLC	Management Consulting and Training Firm	866-232-8577	Ken	Golden	151 New Park Ave., Suite 106	Hartford	CT	6108	Disadvantaged Business Enterprise and Minority Business Enterprise
Dalagalin Inc.	Technology Software Development and Service	201-598-1767	Virek	Jha	706 Mainstail Lane	Secaucus	NJ	07094-2225	Minority Business Enterprise
Decoon International	Technology Software, Software and Web Site Development Services	858-764-8400	Pang	Moua	5935 Cornerstone Court W., Ste 230	San Diego	CA	92121	Minority and Woman-Owned Business Enterprise
DeMise, LLC	Construction: Site Grading, Storm Drainage and Demolition	606-682-2916	Samartha	Woodie	204 Jackson Farishon Road	London	KY	40744	Disadvantaged Business Enterprise, Women Business Enterprise
Diverse Staffing Services, Inc. DBA DSS Consulting	Professional and Consulting Services, Technology	317-813-8000	Anber	Annone-Villalobos	6325 Digital Way Suite 100	Indianapolis	IN	46278	Minority Business Enterprise
Doss & Harty, Inc.	General Contractor	859-236-5912	Rhonda	Doss	108 Gose Pike	Danville	KY	40422	Minority and Woman-Owned Business Enterprise
Down To Earth Inc.	General Construction, Engineering and Horizontal Construction	606-423-2120	Nina	Pruce	2580 Hester Ford Road	Seaside HI	KY	42563	Woman-Owned Business Enterprise
DLZP Group LLC	Information Technology, Professional Consulting Services: BI, Machine Learning, AI, Business Management Solutions	281-912-3597	Lisa	Bunel	2307 Thompson Crossing Drive	Richmond	TX	77406	Women Business Enterprise
DLZ Kentucky, Inc	Architecture & Engineering Services	859-299-5226	Melissa	Wiser	1950 Haggard Court	Lexington	KY	40511	Minority Business Enterprise

DRD Repair	HVAC, Commercial Refrigeration, Cooking Equipment Sales, Service and Installation	859-231-1150	Brian	VanHole	1147 Floyd Dr	Lexington	KY	40505	Service Disabled Veteran Owned Small Business
Durable Lubricants Corp.	Transportation	709-417-5478	Carl	Harris	14335 Dorchester Ave.	Dolton	IL	60419	Disadvantaged Business Enterprise and Service-Disabled Veteran Owned Small Business
ERP Mobile Welding	Mobile Welding, Fabrication Services	859-445-1222	Drew	Everett	15552 Gleason Verona Rd	Verona	KY	41092	Veteran Owned Small Business
Earth Images, Inc.	Construction Contracting and Subcontracting	812-728-8150	Jeff	Dyht	5868 Stillier Road	Floyds Knobs	IN	47119	Disadvantaged Business Enterprise
EBM Clean	Janitorial and Cleaning Services: Commercial, Custodial	440-785-6168	Frank	Kubec	1000 E State Parkway	Schaumburg	IL	60173	Women Business Enterprise
Edkman Freeman & Associates, Inc.	Medical, Health, Professional and Consulting Services: Field, Catastrophic & Telephonic Case Management	859-273-8107	Tonya	Cain	P. O. Box 910748	Lexington	KY	40501-0748	Woman-Owned Business Enterprise
EHI Consultants	Planning and Engineering Services	859-425-4881	Ryan	Holmes	333 West Vine Street, Suite 300	Lexington	KY	40507	Disadvantaged Business Enterprise, Minority Business Enterprise
Elaine Allen LLC	Building Maintenance, Materials, Construction Management/ Consulting, Construction Contracting and Subcontracting	859-221-1563	Bishop	Carter	1200 North Limestone	Lexington	KY	40505	Disadvantaged Business Enterprise, Minority Business Enterprise
Element Design	Landscape Architecture, Planning and Civil Engineering	859-359-6533	Ramona	Frye	366 South Broadway	Lexington	KY	40508	Woman-Owned Business Enterprise
Endure Industries, Inc.	Manufacturer and Distributor: Medical and Surgical Supplies	607-591-4274	Mancj	Kumar	46 N Fulton St	Homer	NY	13077	Minority and Women Business Enterprise
Equity Solutions Group	Strategic Sourcing; Cost Savings in Supply Chain and Supplier Diversity	803-760-2711	Raymond	Daniels	1591 Winchester Road	Lexington	KY	40505	Minority Business Enterprise
Eric Cole Realtor, LLC	Real Estate New Builds, Property Repairs	859-806-8498	Eric	Cole	828 Burlewood Drive	Lexington	KY	40509	Minority Business Enterprise
ered Limited d.b.a. ead & associates	Full Marketing and Advertising Firm	210-348-8008	Joseph	Garcia	1202 W. Bitters Rd, Bldg #9	San Antonio	TX	78216	Minority Business Enterprise
Essential Personnel, Inc.	Technology Software	540-270-5912	Scott	Monroe	1502 Castle Street	Wilmington	NC	28401	Veteran Owned Small Business
Exemplif LLC	Professional Services: Enterprise Website Design, Development, and Maintenance	617-233-7510	Sunil	Khanderao	871 Sycamore Drive	Palo Alto	CA	94303	Minority Business Enterprise
Falcon Company Tactical LLC	Security, Public Order and Safety, Personal Safety, Sports and Recreation	985-316-6976	Mathew	Gimore	5023 Chocun Trail	Greenback	TN	37742	Service-Disabled Veteran Owned Small Business
Fastek, Inc.	Custom Web Development Consulting Services	865-835-1644	Kevin	Whaley	9900 Corporate Campus Dr, Suite 300	Louisville	KY	40223	Minority Business Enterprise
Fieldrip LLC	Professional and Consulting Services	502-338-0661	Jane	Pfeiffer	642 S 4th St	Louisville	KY	40202	Woman-Owned Business Enterprise
Findlay House Global, LLC	Professional Services: Communications, Marketing, Community and Public Engagement	404-681-2650	Cara Marie	Findlay	2814 Webb Bridge Rd	Alpharetta	GA	30009	Minority Business Enterprise, Women Business Enterprise
FineLine Printing Group	Commercial Printing, Mailing, Promotional Products, Wide Format	317-812-4490	Danielle	Miller	9081 Zionsville Road	Indianapolis	IN	46268	Minority Business Enterprise
First Choice Commercial Services, Inc.	Commercial Cleaning	502-550-8891	Charlene	Ansbach	224 Carter Avenue	Louisville	KY	40229	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise



Footsteps2Briance, Inc dba Footsteps2Briance Clever Kids University	Instructional and Education: Transformative Pre-K-3rd Grade Literacy Curriculum in English, Spanish	202-338-1223	Irene	Rosenthal	3125 Cathedral Ave. NW	Washington	DC	22008	Woman Owned Business Enterprise
Front Live Day LLC	Website Design and Development	859-957-7409	Jason	Tipton	3851 Walnut Park Dr.	Alexandria	KY	41001	Service Disabled Veteran Owned Small Business
FSS Corp dba Flexible Staffing	Staffing Company	859-208-6570	Michael	Jackson	3101 Richmond Rd, Suite 308	Lexington	KY	40509	Woman-Owned Business Enterprise
GS TEK Solutions LLC	Technology	678-714-3337	Terri	Whitfield	PO Box 1443	Swanee	GA	30024	Women Business Enterprise
Galaxy Peak LLC	Entertainment Arts, Food, Beverage, Events, Branding, Sourcing, Custom Products	859-552-5320	Michael	Logan	764 Woodhaven Place	Lexington	KY	40514	Disadvantaged Business Enterprise, Minority Business Enterprise
Garcia Clinical Laboratory, Inc.	Medical and Health	517-787-9240	Jeff	Peterson	2900 Springport Rd	Jacksonville	MS	40201	Women Business Enterprise
Gateway Integrated Solutions LLC	Construction and Subcontracting Services, Professional and Consulting Services, Business Office	804-245-6516	Steve	Didle	13548 Thomaswoods Lane	Ashland	VA	23005	Minority Business Enterprise, Service Disabled Veteran Owned Small Business
Geco Enterprises, Inc	Material Supplier, Distributor of pipe, fittings, valves, pumps, precast structures, steel rebar, structural beams, asphalt aggregate, fiber optic cable and other construction related materials.	603-854-7550	Gigi	Bacon	1221 E. 4th Street P.O. Box 463	London	KY	40743-0463	Disadvantaged Business Enterprise, Minority and Woman- Owned Business Enterprise
Glow Bound Solutions, Inc.	Professional Services: Consulting, Engineering and Network Design	502-553-8112	Jason	Neal	1300 First Street	Napa	CA	94559	Minority Business Enterprise, Veteran-Owned Small Business
Go 2 GHI LLC	Business Development Firm	502-303-6030	Vanessa	Pennoyer	121 Brighton Circle Apt 721	Shelbyville	KY	40065	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Gold Station Medical LLC	PPE Wholesale Supplier: Medical, Surgical	888-392-2566	Tota	Akornolate	1505 George Dieter Dr Suite 106502	El Paso	TX	79936	Minority Business Enterprise
Greater Comfort Heating and Air Conditioning	HVAC Installation, Service, Repair, Preventative Maintenance	859-491-4615	John	McPharron	2001 Marmouth Street	Newport	KY	41071	Service-Disabled Veteran Owned Small Business
Greenscape Enterprise LLC	Full Property Service Maintenance	859-314-8065	Chanda	Webb	830 Eastern Bypass Box 48	Richmond	KY	40475	Woman Owned Business Enterprise
Griggs Enterprises, Inc.	General Contractors	869-987-6744	Janie	Griggs	1599 BETHLEHEM ROAD	Paris	KY	40362	Woman-Owned Business Enterprise
Griffin Contracting LLC	Excavation/Earthwork, Site Planning and Development, Over Lot Grading, Wet Utilities	606-471-5164	Holly	Griffin	781 Buckaw Junction	Grayson	KY	41143	Disadvantaged Business Enterprise
H3 Masonry	Masonry, Building Maintenance, Materials, Construction	859-524-0741	Sherry	Alexander	1024 Fortune Drive	Richmond	KY	40475	Woman-Owned Business Enterprise
HamHead, LLC	Building Maintenance and Materials	812-530-1992	Eric	Hedrick	410 Wall Street	Jeffersonville	IN	47130	Service Disabled Veteran Owned Small Business
Hearts Matter L.L.C.	Instruction Education, CPR, AED, First Aid, Bloodborne Pathogens Training	859-300-2640	Mary	Johniken	3469 Blazer Parkway, Suite 435	Lexington	KY	40509	Minority and Woman-Owned Business Enterprise
Herb Goodies Fence Co., Inc.	Fence Company	806-665-2215	Hubert	Baldwell	222 Industry Parkway	Michoudville	KY	40366	Service Disabled Veteran Owned Small Business
Herron Industrial Group	Rebuild, Repair and Maintenance Diesel and Hydraulic Equipment: Automotive, Industrial	859-339-5522	Ashley	Herron	1227 Cartersville Road	Pain Lick	KY	40461	Service-Disabled and Veteran Owned Small Business
High Performance Products LLC dba HPP Industrial	Building Maintenance and Materials	502-451-2226	Ashley	Mays	4111 Browns Lane	Louisville	KY	40220	Disadvantaged Business Enterprise, Woman Owned Business Enterprise

Howork, LLC	Construction	502-402-1879	Jeffrey Bryan	P.O. Box 455	Shepherdsville	KY	40165	Woman-Owned Business Enterprise
Hughes Group Architects, Inc.	Professional and Consulting Services: Architectural, Construction Management, Engineering and Survey Services	703-437-5900	Hughes Group	22630 Davis Drive, Suite 175	Staffing	VA	20164	Minority Business Enterprise
Human Development Company	Employee Assistant Program	502-589-4357	Belinda Crawford	1930 Bishop Lane, Suite 603	Louisville	KY	40218	Minority Business Enterprise
IBEX Alliance LLC	Professional Consulting Services Firm: Administrative Staffing, Diversity and Inclusion Training	757-910-6494	Eliot Joyner	22527 Cambridgeport Square	Ashburn	VA	20148	Service Disabled Veteran Owned Small Business
Infiniti, Inc.	Business and Computer Management Services, Computer Software Consulting, Data Entry, E-commerce	443-257-0066	Sandeep Harjani	10015 Old Columbia Rd Suite B215	Columbia	MD	21046	Minority Business Enterprise
Impressions Marketing & Events	Marketing Services	502-316-0347	Laura McDonald	108 Lee Drive	Georgetown	KY	40324	Woman-Owned Business Enterprise
Imprint, LLC	Professional and Consulting Services, Executive Coaching, Leadership	859-312-0141	Michelle Hollingshead	1017 Richmond Road	Lexington	KY	40502	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Innovative Business Concepts, Inc.	Office Supplies Shop: Print, Sign, Sewing, Design	270-866-3460	Jeanine Bennett	845 W Steve Warner Drive	Russell Springs	KY	42642	Woman-Owned Business Enterprise
Ion Holdings LLC	Building Maintenance and Materials: Furniture, Office and Business, Medical, Health, Security, Public Order	320-463-8537	David Sigler	7259 42nd St N	Moorhead	MN	56590	Service-Disabled Veteran Owned Small Business
Inshaallah General Contractor LLC	General Construction Contracting, Landscaping, Seeding, Sodding	859-489-4707	Saburah El-Amin	628 Chestnut Street	Lexington	KY	40508	Disadvantaged Business Enterprise, Minority and Woman Business Enterprise
Inside Out Design, LLC	Construction Design	502-666-7020	Michael Mueller	100 Old Georgetown Road	Frankfort	KY	40601	Woman-Owned Business Enterprise
Integrity National Corporation	Janitorial and Custodial Services Provider	301-424-8905	Sharrin Khan	1734 Elton Road Suite #230	Silver Spring	MD	20903	Minority Business Enterprise
Interpersonal Frequency	Information Technology and Services: Government Websites	703-400-6776	Ashley Cronle	8839 Elm St Suite 101	McLean	VA	22101	Minority Business Enterprise
Interpreting Service of the Commonwealth, LLC	Interpreting Services, American Sign Language	608-401-2328	Becky Bush	PO Box 3832	West Somerset	KY	42564	Woman-Owned Business Enterprise
Island Electric LLC	Construction: Contracting and Subcontracting Services, Electrical Contractor	859-233-7937	Dwayne Harris	2005 Dunkirk Dr.	Lexington	KY	40504	Minority Business Enterprise
J&G Construction	Construction: Contracting and Sub Contracting Services: Commercial and Residential Concrete, Masonry	859-693-7152	Gerald Gibbs	1579 East Algonquin Dr.	Mayfield	KY	41055	Disadvantaged Business Enterprise
Jacobi Oil Service, Inc.	Power and Energy: Power Generation, Coal, Gas, Oil, Geothermal Supplies and Services	812-923-5174 859-275-8418	Chanda Niehoff	PO Box 250	Floyds Knobs	IN	47119	Women Business Enterprise
JAM Distribution LLC	Uniform and Promotional Products Company		Don Taylor	131 Commerce Dr.	Nicholasville	KY	40356	Minority Business Enterprise
JASMINE KY LLC dba Code My Pipe	Data management, Data processing, Chinese translation	859-539-2718	Orsolya Reichhoff	1236 Litchfield Lane	Lexington	KY	40513	Woman-Owned Business Enterprise
Javier Steel Corporation	Construction	502-426-2008	Nilo Javier	8017 Catherine Lane	Louisville	KY	40222	Minority Business Enterprise
Jel Set II, LLC	Construction: Contracting and Subcontracting Services, Building Maintenance and Materials	850-443-4363	James Wilcox	PO Box 14742	Tallahassee	FL	32317	Service Disabled Veteran Owned Small Business



JUC Maintenance LLC	Janitorial Services	502-419-8268	Patricia	Kim	6810 Ithworth Ct	Louisville	KY	40207	Disadvantaged Business Enterprise, Minority and Woman-Owned Business Enterprise
Joash Construction, Inc.	General Contractor, Concrete Flat Work, Sport Surfaces Construction and Reconstruction	502-664-6737	Joseph	Scott	PO Box 11361	Louisville	KY	40251	Minority Business Enterprise
Jonah's Enterprises, LLC	Domestic Supplies and Services	718-502-8837	Manny	Stone	383 Kingston Ave.	Brooklyn	NY	11203	Minority Business Enterprise
John O'Bryan, LLC	Information Technology, Telecommunications	502-742-6131	John	O'Bryan	1025 Garden Creek Circle	Louisville	KY	40223	Service-Disabled Veteran Owned Small Business
Jodin Construction, Inc.	Construction: Concrete, Construction Management	513-559-9390	Prenell	Michel	2335 Florence Ave	Cincinnati	OH	45205	Minority Business Enterprise
JQOL Global LLC	Professional Services: Architecture and engineering Firm	270-683-7558	Ashley	C. wens	501 Baxter Avenue Suite 201	Louisville	KY	40204	Minority Business Enterprise
JQOL, Inc.	Professional Services: Structural, Civil, Site, Transportation, and Multimodal Engineering	317-661-1954	Ashley	Owens	9440 Allison Ponte Blvd, Ste 425	Indianapolis	IN	46250	Disadvantaged Business Enterprise
JW Affinity IT, LLC	Professional and Consulting Services: Information Technology	303-946-6642	Tracy	Ramirez	819 Pickens Industrial Drive 5th Floor	Marietta	GA	30062	Minority Business Enterprise
KAMICO Instructional Media, Inc.	Educational Books and Games, Software, Professional Development	254-947-7283	Kathy	Michael	PO Box 1143	Salado	TX	76571	Woman-owned Business Enterprise
KDL Services LLC	Supply Chain Management: Assembly, Logistics, Transportation	502-653-7627	Jaquie	Taylor	2501 Millers Lane, Suite 1	Louisville	KY	40216	Minority Business Enterprise
KHT Consulting	IT Consulting Company	502-203-1050	Katie	Hutchinson	6723 Heritage Ln.	Charlestown	IN	47111	Women Business Enterprise
KPC Architectural Products, Inc.	Full Service Commercial Furniture Company: Offices, Lounge Areas, Libraries, Classrooms, Meeting Rooms, Cafeterias	859-269-3646	Angie	Smith	2464 Fortune Drive	Lexington	KY	40509	Woman-Owned Business Enterprise
KTM 2 LLC	Safety Supplier and Manufacturer	302-895-2516	Cameron	Cannellini	123 Dixon St	Salisburyville	DE	19375-3022	Veteran Owned Small Business
K. Hayes Limited	General Contracting	859-333-8887	Kurtie	Hayes	431 South Broadway Suite 332	Lexington	KY	40508	Disadvantaged Business Enterprise and Minority Business Enterprise
Ken Krest LLC	Chemical Manufacturing, Distribution and Fulfillment Services: Petroleum, Oil, Lubricant	574-388-2650	Greg Martinez, Jr.	Martinez	3221 Magnum Drive	Elkhart	IN	46516	Minority Business Enterprise
Kentucky Cut Stone, LLC	Natural Limestone Quarry Producer: Buildings, Landscape and Cut Limestone	606-689-1174	Joel E.	Ford	102 Bedrock Drive	Lancaster	KY	40444	Woman-Owned Business Enterprise
Keramida, Inc.	Environmental Professional and Consulting Services	800-508-8034	David	Eiser	401 N College Ave	Indianapolis	IN	46202	Women Business Enterprise
KERSEY AND KERSEY ARCHITECTS	Professional Design Firm: Architecture, Planning and Interior Design Services	502-583-0054	Cheryl	Kersey	839 EAST GRAY STREET	Louisville	KY	40204	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Laudatory	Landscape Architecture Planning & Design	317-951-0000 Ext. 101	Joann	Green	501 N. East Street	Indianapolis	IN	46202	Woman-Owned Business Enterprise
Leadership Excellence, Inc.	Professional Consulting Services: Team Development, Coaching, and Organizational Development	513-677-0995	Michelle	Pennington	5905 E. Galbraith Road, Suite 1900	Cincinnati	Ohio	45236	Woman-Owned Business Enterprise
Lean Continuous Improvements dba: Battle Plan Solutions	Signage, Vendor Management	502-649-4557	Alonzo	Allen	7800 East Kemper Road, Suite 150	Cincinnati	OH	45249	Minority Business Enterprise

LECG Inc	Engineering Consulting, Structural Steel Design and Detailing, Connection Design, BIM, Drafting	502-425-1647	Heather	Katy	13113 Eastport Park Blvd	Louisville	KY	40223	Minority Business Enterprise
Lengay Tile Company, LLC	Real Estate Services: Title, Closing, Escrow, Legal Services	502-400-5550	Alissa	Graf-Schad	1301 Clear Springs Traces, Suite 200	Louisville	KY	40223	Women Business Enterprise
LENSRYLAB	Supplier of Eyewear for Government Entities	904-337-9556	Anthony	Milas	211 West 11th Street	Jacksonville	FL	32206	Service-Disabled Veteran Owned Small Business
Lestar Mineral Development Inc.	Burner Fuel, Liquid Asphalt, Steel Fabrication, Material Handling	850-608-9526	Lester	Boyd	1109 Versailles Rd #500	Lexington	KY	40508	Disadvantaged Business Enterprise; Minority Business Enterprise
Lexar Laboratories	Clinical Diagnostic Laboratory: Molecular, Microbiology and Toxicology Testing	877-539-2707	Thomas	Shepherd	112 Westhampton Drive	Lexington	KY	40511	Women Business Enterprise
LGC Global Energy F.A. LLC	Integrated Facility Management, Asset Management, Environmental Consulting and Remediation	313-989-1441	Fred	Falciaro	7c 10 Woodward Ave., Suite 501	Detroit	MI	48202	Minority Business Enterprise
Lightly LLC	Electrical, Lighting, Maintenance, Energy Savings	502-644-7864	Kevin	Slaughter	12310 Brightfield Drive	Louisville	KY	40243	Minority Business Enterprise
Line Drive Logistics Lexington	Food and Beverage; Transportation	831-224-6390	Daniel	Bessman	518 Coisterlane Drive	St. Johns	FL	32259	Service-Disabled Veteran Owned Small Business
Lone Camel PLLC	Engineering Services; Construction Project Management	502-507-2167	Garrett	Dean	1911 Bardstoun Rd, Ste B	Louisville	KY	40205	Service-Disabled Veteran Owned Small Business
Lotus Connect	Building Maintenance and Materials; Industrial, Manufacturing, Medical, Health, Office and Business	201-606-1444	Andre	Capoda	221 River St Ste 9	Hoboken	NJ	07030	Minority Business Enterprise
Lovesday Consulting, LLC	Professional Services: Grant Writing, Environmental Reviews and Technical Assistance	859-248-5434	Suzie	Lovesday	4421 Rivard Ln	Lexington	KY	40506	Women Business Enterprise
L. Watson Trucking	Trucking (Dump Truck), Haul Rock, Asphalt, Soil, etc.	502-387-9211	Larry	Watson	211 North Bickley Station Road	Louisville	KY	40245	Disadvantaged Business Enterprise; Minority Business Enterprise
Make It Plain Consulting, LLC dba MIPC	Professional Consulting Services: Management, Human Resources, Workforce Development Training, Performance Coaching and Economic Inclusion	513-421-2300	Tommie	Lewis	1212 Sycamore Street, Suite 21	Cincinnati	OH	45202	Minority Business Enterprise
Market Makeover Limited Liability Company	Distributor of Medical, Janitorial, and Industrial Consumables Products	203-303-7398	Ashanti	Robinson	1776 Dean St.	Brooklyn	NY	11233	Minority and Woman-Owned Business Enterprise
Mary's Cleaning Service	Cleaning, Janitorial Services, Equipment, Products and Supplies	859-270-5509	Mary	Anthony	336 Mulberry Drive	Lexington	KY	40509	Minority and Woman-Owned Business Enterprise
Maverick Oxygen & Respiratory Equipment	Single Source Provider of Respiratory Equipment, Liquid Oxygen, Oxygen Cylinders, Related Products and Services	502-225-4772	Ben	Kittleson	2510 Allen Lane	LaGrange	KY	40031	Service-Disabled Veteran Owned Small Business
McCoy Computer Services, LLC	Computer, Technology, Security Services	502-517-4906	Debra	McCoy	1009 Twilight Trail, Building D	Frankfort	KY	40601	Minority and Woman-Owned Business Enterprise
MC Innovations LLC	Professional and Consulting Services: Medical and Health	804-344-0006	Judy	Hays	5540 Fairmount Street	Richmond	VA	23230	Women Business Enterprise
McKinney Painting, Inc.	Commercial, Industrial Painting and Wallcovering Contractor	859-873-6424	Mail	Gavin	104 Industry Drive	Versailles	KY	40383	Women Business Enterprise
MCT Pro Tools	Building Maintenance and Materials, Medical, Health, Manufacturing, Industrial, Power and Energy, Safety	831-278-9127	Kevin	Del Valle	7440 NW 52nd street	Miami	FL	33166	Minority Business Enterprise
Meadle County Aggregates, LLC	Construction Aggregate Supplier	270-422-1200	James Robert	Taylor	103 Ridgeway Dr	Brandenburg	KY	40108	Veteran Owned Small Business



MedFIRST Healthcare Supply Inc.	Medical Health Supplier: Disposables, Equipment and Injectables	352-242-0110	Kristen	Ellis-Legros	2842 County Road 523, Building B, Unit C5	Widewood	FL	34795	Women Business Enterprise
Medgluv, Inc.	Manufacturer and Supplier of Exam Gloves, PPE Supplies	954-585-5309	Jerry	Leong	4100 Coral Ridge Drive, Ste 100	Coral Springs	FL	33065	Disadvantaged Business Enterprise, Minority Business Enterprise
Mercedes Medical, LLC	Medical and Health Services and Supplies	800-331-2716	Brooks	Nicasetro	12210 Rangeland	Lakewood Ranch	FL	34202	Woman-Owned Business Enterprise
Meis Environmental, LLC	Environmental Services Consulting Company	317-400-1533	Kenneth	Beache	8971 Hillside Court	Indianapolis	IN	46250	Disadvantaged Business Enterprise, Minority Business Enterprise
Meis Fence Industries, Inc.	Fence Installation	502-458-9701	Brenda	Jett	4521 Bishop Lane	Louisville	KY	40218	Minority Business Enterprise
Metropolitan Security Services, Inc. dba Walden Security	Security Services: Remote Monitoring and Access Control	423-702-3200	Amy	Walden	100 E 10th Street Suite 4J0	Chattanooga	TN	37402	Women Business Enterprise
Meyer, Scherer & Rockcastle, Ltd Dba MSR Design	Architecture and Interior Design	612-375-0336	Douglas M	Franzwa	510 Marquette Ave S	Minneapolis	MN	55402	Women Business Enterprise
Miles Supply Co., Inc.	Construction, Building Maintenance and Materials	502-351-0700	Kathy	Mills	1100 S 9th Street	Louisville	KY	40203	Woman-Owned Business Enterprise
Mindel Scott & Associates, Inc. dba Mindel Scott	Professional Consulting and Design/Build Services	502-485-1508	Amanda	Smith	5151 Jefferson Boulevard	Louisville	KY	40216	Woman-Owned Business Enterprise
Morph Enterprise LLC	Professional and Consulting Services: Medical and Health	380-204-2025	Jalak	Patel	1808 Dennis Austin Lane	Indian Trail	NC	28079	Women Business Enterprise
Micro Industrial Repair Service, LLC	Machine Maintenance, Repair and Installation	270-345-2248	Patrick	Morrow	105 Murray Court	Elkton	KY	42220	Veteran Owned Small Business
Mays, Inc.	Staffing Services: Administrative, Computer, IT and Temporary	202-629-0353	Raj	Mari	1025 Connecticut Ave, NW Suite 1000	Washington	DC	20035	Minority Business Enterprise
Munson Business Interiors	Furniture and Furnishings	502-589-1235	Anna	Claire	2307 River Road Suite 100	Louisville	KY	40205	Women Business Enterprise
My3Tech Inc.	Professional and Consulting Services: Information Technology	605-574-4001	Prakash	Sarpalli	1601 N Harrison Ave Ste 2B	Pierre	SD	57501	Minority Business Enterprise
Natively Fluent	Multimedia Services: Translation, Localization, Written Text Translation	949-735-7522	Kamran	Khan	23686 Sutton Dr.	Lake Forest	CA	92630	Minority Business Enterprise
Nelapace Inc.	Professional Consulting Services: Information Technology	925-543-7760	Ashish	Shirha	5000 Executive Parkway, Suite 530	San Ramon	CA	94583	Minority Business Enterprise
New Towne Consultants	Consultants: Project Management, Administrative, Bookkeeping	502-931-3538	Robin	Hall	105 Davenport Lane Suite 201	Louisville	KY	40223	Woman-Owned Business Enterprise
Next Century Technologies	IT Consulting	859-935-5757	Tracy	Hardin	1017 Broadway	Lexington	KY	40504	Woman-Owned Business Enterprise
Nexgen Consulting, Inc. - dba N3C	Professional and Consulting Services, Technology	202-327-8965	Saf	Rehman	1050 17th Street NW	Washington	DC	20036	Minority Business Enterprise
NIE Contracting, LLC	Commercial Cleaning, Janitorial, Industrial and Post-construction Clean Up	270-779-6519	Sabrian	Gipson	1009 Arrow Court	Bowling Green	KY	42104	Minority and Woman Owned Business Enterprise
Norton Medical Industries	Medical and Health	800-243-7699	Marshall	Zablen	6285 Sepulveda Blvd Suite 13	Van Nuys	CA	91411	Woman owned Business Enterprise

NWK Construction, Inc.	HWY Construction	859-733-0763 Ext. 180	Nickie	Kendrick	P.O. Box 486	Harrodsburg	KY	40330	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Nwark, Inc	Construction, Professional and Consulting Services: Utility (Telecom) Inspection, Consultation, Damage Investigation	859-433-7708	Bruce	Harris	680 Lucille Drive	Lexington	KY	40511	Minority Business Enterprise
Olan Associates LLC	Professional and Consulting Services, Technology, Power and Energy	202-255-9046	Anvi	Elekewachi	1802 Moornick Drive	Largo	MD	20774	Minority Business Enterprise
Old Fashioned LLC	Professional and Consulting Services: Engineering, Construction and Subcontracting	885-771-4726	Jason G	Unospher	20 S. 3rd St.	Columbus	OH	43215	Service Disabled Veteran Owned Small Business
One Pink Hat Inc	Construction Management, Office, Healthcare, Industrial, Retail and Banning	502-428-7745	Kristie	French	21069 Romie Ave	Louisville	KY	40216	Woman Owned Business Enterprise
Organized Energy Coaching and Consulting	Professional and Consulting Services: Training and Development	252-226-8769	Tiffany	Williams	3058 Bardtown Road	Louisville	KY	40205	Minority and Woman Owned Business Enterprise
O'Rourke Wrecking Company	Construction and Subcontracting Services, Turnkey Demolition, Site Recovery Services	513-871-1400	Michelle	O'Rourke	690 Lunken Park Drive	Cincinnati	OH	45226	Woman-Owned Business Enterprise
Overhead Door Corporation of Lexington, Inc.	Building Maintenance and Materials, Environmental, Industrial and Manufacturing	859-254-6005	Taylor C.	Lyle	181 Trade St.	Lexington	KY	40511	Service Disabled Veteran Owned Small Business
Owl Creek Construction	Commercial and Residential Construction: Concrete Flatwork, Foundations, Light Excavation	812-560-0381	Joann Marie	Zeller	6110 Nurrenbern Rd.	Evansville	IN	4712-8617	Disadvantaged Business Enterprise; Woman-Owned Business Enterprise
Palaish, Inc.	Engineering and Commissioning Services	859-252-3047	Candace	Rogers	121 Old Lafayette Avenue	Lexington	KY	40502	Woman-Owned Business Enterprise
Peer House, PLLC	Professional and Consulting Services: Bookkeeping, Accounting, Forensic Accounting, Benchmarking and Training	859-200-9034	Odern	Davis	700 Fernwood Ct.	Lexington	KY	40514	Woman Business Enterprise
Personal Option, Inc.	Professional and Consulting Services	502-869-2400	Rebecca	Davis	999 Brecknridge Lane	Louisville	KY	40207	Woman-Owned Business Enterprise
Petroleum Traders Corporation	Industrial and Manufacturing: Fuels, Fuel Additives, Lubricants	888-637-7861	Joseph	Vanderpool	7120 Pointe Inversness Way	Fort Wayne	IN	46804	Veteran Owned Small Business
Phatkin Designs dba Decorating Den Interiors	Interior Design	502-415-4476	Monika	Dixit	5409 Merritbrook Lane	Prospect	KY	40059	Disadvantaged Business Enterprise, Minority and Women Business Enterprise
Pinnacle Petroleum, Inc.	Petroleum Products and Services	714-941-8877	Liz	McKinley	16651 Gemini Lane	Huntington Beach	CA	92647	Woman-Owned Business Enterprise
Planet Safety Consulting Group	Professional Services: Environmental Consulting, Emergency Management	678-419-9491	Kendra	Jones	3940 Renaissance Circle	Atlanta	GA	30349	Service-Disabled Veteran Owned Small Business
Plant Services Incorporated	Industrial Services	502-889-2240	Scott	Wilson	PO Box 24845	Lexington	KY	40524	Veteran Owned Small Business
PLSIX Porta Potty Rentals, LLC	Building Maintenance and Materials: Equipment	502-712-2401	Portia	Shoulders	645 N 27th Street	Louisville	KY	40251	Disadvantaged Business Enterprise
Powered Moves LLC	Transportation	304-799-0738	Jaylen	Adaway	1754 Summerhill Drive	Lexington	KY	40515	Service Disabled Veteran Owned Small Business
Premier Building Maintenance Corporation	Facilities Services	955-522-7731	Michael	Franklin	1416 Mccalla Avenue	Knoxville	TN	37915	Minority Business Enterprise
Premier Workforce Training and Development	Workforce Training and Developer	210-425-0865	Lee	Little	18911 Hardy Oak Blvd Suite #253	San Antonio	TX	78258	Minority Business Enterprise



Pintova, Inc.	Commercial Printing and Packaging Company	859-331-4556	Ray	Woods	4517 Blacksmith Ridge	Lexington	KY	40515	Minority Business Enterprise
Pro-Mark Inc.	Shipping, Thermo plastic, Markers	859-487-0533	Any	Hibben	P.O. Box 1421	Mt Sterling	KY	40353	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Prometheus Foundry, LLC dba Prometheus Art	Design, Fabrication, Casting of Metal Work	502-552-3774	Amanda	Mathews	PO Box 12023	Lexington	KY	40579	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Promo Solutions	Apparel, Medical, Health, Office and Business Services	214-726-5938	Stacy	Smoot	11104 Windhammer Drive	Frisco	TX	75036	Woman Business Enterprise
Prowest Uniform Solutions, Inc.	Domestic Apparel, Security, Public Order and Safety Supplies and Uniforms	502-545-2582	Eric	Lynes	306 West Main Street Suite 300-301	Frankfort	KY	40601	Minority Business Enterprise, Senior-Disabled Veteran Owned Small Business
Pulac Safety Consultants and Associates	Safety Prevention Programs, Inspection, Risk Assessment, Fire Prevention Education, Training, Sprinkler Installation, Drywall and Painting	859-321-1781	William	Swope	1364 Saddle Club Way	Lexington	KY	40504	Minority Business Enterprise
Quintano, Prieto, Wood & Boyer, P.A.	Professional and Consulting Services: Legal and Arbitration Services	859-226-0057	Christine L.	Stanley	2432 St. Barton Way	Lexington	KY	40509	Minority and Woman-Owned Business Enterprise
R.A. United Enterprises LLC	Building Maintenance and Materials: Cleaning and Janitorial	508-448-6999	Rebecca	Austin	101 E Camino Real	Boca Raton	FL	33432	Women Business Enterprise
Ranger Steel, Inc.	Steel, Construction Services Company	606-554-6521	Dave	Kopczyk	50 Tucker Drive	Mayville	KY	41056	Women Business Enterprise
Razor Marketing Communications	Full Service Marketing Communications Firm	513-793-1234	Elyn	Bucari	7844 Remington Road	Cincinnati	OH	45242	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Realistic Computing, Inc. DBA RCI Inc.	IT Services	410-744-8144	Sequida	Ramsey	10461 Mill Run Circle Suite 700	Owings Mills	MD	21117	Woman-Owned Business Enterprise
Reitz LLC	Professionals and Consulting Services: Information Technology	440-238-3637	David	Moore	1935 St. Clair Ave	Cleveland	OH	44114	Minority Business Enterprise
Redaim Company, LLC	Building Maintenance, Materials, Construction, Environmental	304-396-7070	Robert J.	Williams	P.O. Box 2162 671 Creeks Pointe Road	Falmont	WV	26555	Disadvantaged Business Enterprise, Minority Business Enterprise
Reliant Capital Solutions, LLC	Professional and Consulting Services	614-452-5100	Jenna	Sharick	Gahanna	Gahanna	OH	43230	Woman-Owned Business Enterprise
S & D Construction Management Inc.	General Contracting, Demolition, Asbestos, Lead & Mold Removal, Dumpster Renting Hauling and Industrial Cleaning	859-225-0083 Ext. 0	Sean	Edwards	252 North Upper Street	Lexington	KY	40507	Disadvantaged Business Enterprise, Minority Business Enterprise
S & M Contracting, LLC	Construction Contracting and Subcontracting Services	606-743-7090	Melanie	Barker	5679 Hwy 711	West Liberty	KY	41472	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
S & M Precast, Inc.	Precast Products	812-245-6258	Becky	Graf	7515 Old Hwy 111	Memphis	IN	47143	Woman-Owned Business Enterprise
S-Walk Inc. dba Seven Seas Construction	Construction and Construction Subcontracting Services: Building Maintenance and Materials	502-802-7811	Soran R.	Walker	3825 Fitzgerald Road	Louisville	KY	40216	Disadvantaged Business Enterprise, Minority Business Enterprise
Salica Professional Apparel dba Salica Professional Apparel & Supplies/Salica Industrial Supply	Facility Management Supply Company	212-575-6565	Chg	De Jesus	1441 Broadway, 3rd Floor, Suite 3071	New York	NY	10018	Minority Business Enterprise, Woman-Owned Business Enterprise
Salt River Engineering	Engineering Consulting Services	859-734-2334	Cornie	Allen	103 West Poplar	Harrodsburg	KY	40330	Veteran Owned Small Business
Scann X Inc.	Manufacture of Book and Scanning Solutions	510-296-4654	Tony	Grieco	1001 Serpentine Lane Suite G	Pleasanton	CA	94566	Women Business Enterprise

Scruggs Construction Inc.	General Construction Contractor: Concrete Construction, Demolition 812-628-8178 Landscaping, Lawn Maintenance Equip., Machinery and Supplies; Construction, Contracting and Sub Contracting Services; Landscaping, Mowing, and Grounds Contracting Services	John	Scruggs	6550 West U.S. Highway 50	North Vernon	IN	47265	Disadvantaged Business Enterprise
Semper TEK, Inc.	859-252-5339	Tara	Brinkmiller	848 Nandino Boulevard Suite O	Lexington	KY	40511	Service-Disabled Veteran Owned Small Business
Strewberry & Associates, LLC	317-841-4799	Robert	Rush	7321 Shadeland Station	Indianapolis	IN	46256	Disadvantaged Business Enterprise, Minority Business Enterprise
Sifra Medical Supply, Inc.	516-226-3448	Muhammad	Momen	1554 Hempstead Tpke	Elmont	NY	11003	Minority Business Enterprise
Signature Labor Services, LLC	833-614-7139	Dellah	Ruiz	10215 Technology Dr. Suite 205	Knoxville	TN	37932	Service-Disabled Veteran Owned Small Business
Singleton Road Boring, Inc.	365-872-4142	Angela	Singleton	991 Lewis Bray Rd	Burnside	KY	42519	Woman-Owned: Business Enterprise Disadvantaged Business Enterprise, Minority Business Enterprise, Service-Disabled Veteran Owned Small Business
Skilled Workforce	616-587-8040	Amy	Dubois	2550 Meridian Blvd #200	Franklin	TN	37067	Business
Skips Defense Solutions	502-951-3172	KeOliver Ship	McCall	670 S. 38th St.	Louisville	KY	40211	Minority Business Enterprise, Service-Disabled Veteran Owned Small Business
Skulski Consulting, LLC	317-408-4424	Jennifer	Skulski	11084 Maat Court	Fishers	IN	46040	Disadvantaged Business Enterprise
Skytop Digital Services	857-365-1076	J.P.	Graldo	10 Bremen St., 2nd Floor	East Boston	NY	02128	Minority Business Enterprise
SL Consulting Solutions, LLC	502-235-6459	Stephanie	Lackey	5012 Flora Springs Circle	Louisville	KY	40299	Minority and Woman-Owned Business Enterprise
SL Contracting, LLC	859-977-6640	Deionzo	Wilder	1141 Red Mile Rd., Suite 201	Lexington	KY	40504	Minority and Woman-Owned Business Enterprise
Solar Energy Solutions, LLC	859-312-7456	Matt	Partymiller	1038 Brentwood Ct.	Lexington	KY	40511	Women Business Enterprise
Somethin' Bloomin'	859-236-1624	Cindy	England	416 West Maxwell	Lexington	KY	40508	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
SpeakSpace LLC	859-257-1425	Rebecca	Behan	600 Superior Ave. East, Ste. 1300	Cleveland	OH	44114	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Sensabaugh Design & Construction, LLC	859-358-6396	Angela	Sensabaugh	744 Jones Road	Berea	KY	40403	Woman-Owned Business Enterprise
Stand Energy Corporation	513-621-1113	Kate	Bedinghaus	1077 Celestial Street	Cincinnati	OH	45202	Woman-Owned Business Enterprise
Star Consultants, Inc.	614-538-8446	Brandon	Chappell	1910 Crown Park Court	Columbus	OH	43235	Disadvantaged Business Enterprise
Strategic Communications LLC	502-813-9043	Christopher	Payne	340 Evergreen Road	Louisville	KY	40243	Minority and Woman Business Enterprise
Structured Inc.	859-300-3321	Lindsay	Crabtree	4101 Tates Creek Centre Drive Suite 11	Lexington	KY	40517	Woman-Owned Business Enterprise
Sudhi Informatics	614-612-1510	Marc	Fields	590 Enterprise Drive	Lewis Center	OH	43035	Minority Business Enterprise



Summers Grading Service LLC	Finish Grading, Landscaping, Seed, Strawing, Hydroseeding, Erosion Control, Site Fence, Tri-Axle Hauling	812-246-4839	Charlene	Summers	8703 High Jackson Road	Charlestown	IN	47111	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Sunstates Security, LLC	Security, Public Order and Safety, Personal Safety, Equipment, Supplies and Services	919-398-6445	Carol	Drumheller	801 Corporate Center Drive, Suite 110	Raleigh	NC	27607	Woman-Owned Business Enterprise
Superior Technologies LLC	Horizontal Directional Drilling, Install Underground and Aerial Fiber, Conduit Placement, Electrical Vault	502-827-1713	Jennifer	Filiatreau	2102 Pennebaker Ave.	Bardonia	KY	40004	Women Business Enterprise
SW Sustainability Solutions, Inc. dba SW Gloves	Manufacturing, R&D, Hard Health Technologies	510-429-8692	Ann	Zhou	33278 Central Ave. Ste 102	Union City	CA	94597-2014	Minority Business Enterprise, Woman-Owned Business Enterprise
Swain Distribution, Inc.	Electrical Utility Industry, Fiber Optics, Cable, Telephone Services, Power and Energy	800-521-4088	Christina	Brown	211 N. Rand Drive	Searcy	AR	72143	Veteran Owned Small Business
Tantalum Partners LLC	Insurance Agency	502-382-4220	Darrell	Fuller	7508 New LaGrange Rd	Louisville	KY	40222	Minority Business Enterprise
Tate Consulting TC, LLC	Professional and Consulting Services, Curriculum Development	336-971-0385	Anwar	Goode	1922 S. Martin Luther King Jr. Blvd	Winston-Salem	NC	27107	Minority Business Enterprise
Taylor Steifer Williams Design Group	Urban Design, Landscape Architecture, Community Planning, Visioning, Strategic Planning	502-565-7432	Any	Williams	2003 Frankfort Avenue	Louisville	KY	40206	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Team Fishel	Technology, Security, Public Order and Safety	614-351-8279	Shannon	Shelton	1336 Dublin Road	Columbus	OH	43215	Woman-Owned Business Enterprise
Team Fishel Engineering of Virginia, LLC	Engineering, Construction Contracting and Subcontracting, Professional and Consulting Services, Surveying	804-572-9069	Steve	Darman	3804 Coconut Palm Dr.	Tampa	FL	33619	Women Business Enterprise
Technocoff Corporation dba Apexon	IT Consulting and Services	248-603-2600	Satu	Patel	One Towne Square	Southfield	MI	48076	Minority Business Enterprise
Tekton Construction, LLC	General Contractor, Design Build, Construction Management	859-514-0000	Joseph	Isaacs	99 Wind Haven Drive, Suite 3	Nicholasville	KY	40365	Veteran Owned Small Business
TEM Group	Electrical Contractor	502-454-0101	Thomas	Masterson	3560 Bashford Ave	Louisville	KY	40218	Minority Business Enterprise
The Arcanum Group, Inc.	Professional and Consulting services, Technology Solutions, Project Management, Human Capital Management	303-693-7263	David	Marshall	4800 S Syracuse St.	Denver	CO	80134	Service-Disabled Veteran Owned Small Business
The B2 Group	Audio Visual Production, Media Expertise	702-953-9393	Hannah	Frazer	6925 S Valley View Blvd Suite 310	Las Vegas	NV	89118	Minority Business Enterprise
The Decor Group of Northern Ky, Inc.	Landscaping, Lawn Maintenance, Holiday Decorating	859-596-4784	Karrilee	Stickrod Ltd	4086 Linsburg Rd	Helton	KY	41048	Woman-Owned Business Enterprise
The Fence Co., Inc.	Fencing	270-259-3908	Judy	Braun	197 Mohawk Lane	Leitchfield	KY	42754	Woman-Owned Business Enterprise
TLC Nursing	Medical and Health	802-404-0123	John	Nyberg	1550 Williston Road	South Burlington	VT	05403-6402	Minority Business Enterprise
The Loop Warehouse	PPE, Promotional Products, Apparel	502-708-9034	Lash	Scott	6983 Von Almen Court	Louisville	KY	40241	Disadvantaged Business Enterprise, Minority and Woman-Owned Business Enterprise
The Matrix Group, Inc.	Market Research, Professional and Consulting Services	859-263-8177	Martha	DeFeaner	501 Darity Creek Road, Suite 25	Lexington	KY	40509	Woman-Owned Business Enterprise
The Pathfinder Solutions Group, LLC	Safety, Security and First Responders	804-380-9570	David	Johnson	394 Iron Hill	New Braunfels	TX	78132	Service-Disabled Veteran Owned Small Business

The Print Authority Holdings, LLC	Professional and Consulting Services, Office and Business	615-468-2579	Connor	Pera	7103B Closeroad Blvd	Brentwood	TN	37027	Minority Business Enterprise
The Rebel Geek, LLC	Website Design and Development	314-252-1035	Erin	Bradton	3012 Dover Pl	St. Louis	MO	63116	Minority and Women Business Enterprise
T-Shirt Plus Production	Decorator Apparel, Uniforms and Promotional Accessories	851-908-3022	Jacqueline	Vaughn	15722 Drake Street NW	Andover	MN	55304	Disadvantaged Business Enterprise
The Traffic Group, Inc.	Traffic Engineering, Transportation Planning, Graphic Design and Traffic Data Collection Services	410-931-6800	Tracey	Rogers	9600 Franklin Square Drive	Baltimore	MD	21238	Service-Disabled Veteran Owned Small Business
Tilli	Software Solutions: CPaaS and Pay/Fac Provider, Communications	301-760-7760	Ali	Saberi	8260 Greensboro Drive, Suite 270	McLean	VA	22012	Minority Business Enterprise
Third Rock Consultants, LLC	Environmental Consulting Services	859-977-2000	Molly	Forre	2526 Regency Rd, Suite 180	Lexington	KY	40503	Woman-Owned Business Enterprise
Three85 Ideas, LLC	Professional Services: Communications, Public Relations and Graphic Design	281-978-0398	Darrien	Lawson	10235 Morocco Road	Houston	TX	77041	Minority Business Enterprise, Service-Disabled Veteran Owned Small Business
TKT & Associates, Inc.	Consulting & Management Services, Specialized Staffing Services	502-466-9440	Dorothy	Abernathy	9200 Shelbyville Road, Suite 600	Louisville	KY	40222-5131	Disadvantaged Business Enterprise, Minority and Woman-Owned Business Enterprise
TKT-need Global Staffing LLC	Staffing Service	502-466-9440 Ext. 12	Dorothy	Abernathy	9200 Shelbyville Road, Suite 600	Louisville	KY	40222-5131	Disadvantaged Business Enterprise, Minority and Woman-Owned Business Enterprise
TMI Coatings, Inc.	Construction: Contracting and Sub Contracting; Industrial Painting	651-452-6100	Tracy	Giori	3291 Terminal Drive	St. Paul	MN	55121	Woman Owned Business Enterprise
THawkins Transportation LLC	Transportation and Trucking: Carrier, Flatbed, Carrier of Construction Supplies	859-552-5985	Meika	Hawkins	1701 Brewer Drive	Lexington	KY	40505	Minority Business Enterprise
Tobacco Rose Farm Construction & Development Services, LLC	Construction, Construction Contracting Services: Erosion Sediment Control, Seeding, Soil Erosion Prevention	859-845-4002	Sheila	Baker	770 McIlmney Avenue	Midway	KY	40347	Disadvantaged Business Enterprise, Woman Business Enterprise
Todd Johnson Contracting, Inc.	Construction, Contracting and Sub Contracting	859-238-9489	Jeremy	Johnson	497 Dillehay Street	Denville	KY	40422	Woman Business Enterprise
Toni Levy & Associates, Inc.	Accounting, Tax, Audit, Electrical & Plumbing Supply, Building Materials & Construction Supply	502-566-3330	Toni	Levy	1608 West Broadway	Louisville	KY	40203	Minority and Woman-Owned Business Enterprise
Toole Design Group, LLC	Professional and Consulting Firm: Engineering, Landscape Architecture, Bicycle and Pedestrian Transportation	301-527-1900	Amy	Bottmer	8484 Georgia Avenue	Silver Springs	MD	20910	Woman Business Enterprise
Top Safety Products Company, Inc.	Medical and First Aid Supplies: First Aid Kits, Trauma Kits,	908-707-8880	Jennifer	Johnson	160 Meiler Ave Suite 16	Branchburg	NJ	08876	Woman Business Enterprise
Total Business Advancement, LLC	Professional Services: Business Development, Management, Grant Management	618-789-2650	Teri	Dunn	318 State Street	Belleville	IL	62220	Minority Business Enterprise
Tracking Solutions	Technology: Climate Monitoring Systems and Services	615-337-9337	Kristian	Zachary	8500 Carlton Rd	Christiana	TN	37037	Woman-Owned Business Enterprise
TRC Commercial Clean	Commercial Cleaning Services: Janitorial Services, Post Construction Cleaning, Decontamination, Janitorial Supplies	859-304-0395	Michael	Adams	4237-Jamieson Place-Way	Lexington	KY	40515	Disadvantaged Business Enterprise
Tn-A solutions	Construction: Concrete Contractor	859-380-1807	Austin	Flaughter	9810 Hwy 159N	Buler	KY	41006	Woman-Owned Business Enterprise
Tn Citi Janitorial and Maint Service, LLC	Janitorial and Cleaning Services	270-498-5222	Carl	Holson	652 Evergreen Park Dr	Hopkinsville	KY	42240	Disadvantaged Business Enterprise



Tri State Plastics	Construction and Machining	859-555-8200	Lisa	Schneider	4306 Boren Dr.	Lafayette	KY	41015	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Triman Solutions, LLC	Human Resources and Business Consulting	502-395-2747	Shaun	Spencer	332 West Broadway, Suite 605	Louisville	KY	40202	Minority and Woman-Owned Business Enterprise
True Inspection Services, LLC	Engineering and Construction Management Firm, Construction Inspection, Management Services.	937-521-2545	Ann	Portie	605 Miami Street Suite 200	Urbana	OH	43078	Disadvantaged Business Enterprise, Minority Business Enterprise
TriTest LLC	Full Service Sewer Testing and Repair Company	502-552-0022	Kristi	Conrad	PO Box 221166	Louisville	KY	40252	Woman-Owned Business Enterprise
Unique Staffing LLC	Professional Services: Educational Training, Human Resource and Temporary Labor Services	502-425-3715	John R.	Fleming	802 Stone Creek Parkway	Louisville	KY	40223	Service-Disabled Veteran Owned Small Business
Univer All Spartan, LLC	Tactical Gear	270-501-2210	Alejandro	Ramirez	88 Hill Court	Vine Grove	KY	40173	Minority Business Enterprise, Veteran-Owned Small Business
United Content, LLC	Grant, Technical, Research and Writing Consultant	859-886-1916	Kathryn Trauth	Taylor	3716 Montgomery Road	Chincinnati	OH	45207	Woman-Owned Business Enterprise
US Liberty LLC	Distributor of Gloves	561-267-6526	Firas	Jarar	7813 SW Ellipse Way	Stuart	FL	34957	Woman-Owned Business Enterprise
Vega Designs LLC	Custom Automotive Fleet Uplifting Specialists	615-885-6081	Ashley	Vega	501 Craighead St	Nashville	TN	37204	Minority and Women Business Enterprise
Vehicle Maintenance Program, Inc.	Transportation, Vehicle Parts, Repair and Accessories, Equipment	561-362-6090	Lindi	Brooks	3505 N Dixie Hwy	Boca Raton	FL	33431	Woman-Owned Business Enterprise
VeriCorp, Incorporated	Office, Business, Professional, Consulting Services, Technology	502-554-0999	Briany	DeWitt	410 Commercial Drive Suite 201	Louisville	KY	40223	Woman-Owned Business Enterprise
Veterans Tactical Supply	Security, Public Order and Safety Supplies, Medical and Health, Office, Business, Sports and Recreation	781-787-0027	Trevor	Donarasi	105 Central Street	Stoneham	MA	2180	Service-Disabled Veteran Owned Small Business
V&J Consulting	Technology	330-718-6682	Cory	Holt	818 Logan St Suite 200	Noblesville	IN	46060-6602	Service-Disabled Veteran Owned Small Business
VP Special Services LLC	Janitorial Maintenance, Pressure Washing, Window Cleaning, Gutter Cleaning	973-812-0775 919-860-0906	Luke Kathy	Ward	583 Valley Rd	West Orange	NJ	07052	Service-Disabled Veteran Owned Small Business
Vitalink Communications	Purpose Driven Marketing and Branding Firm			Horn	10809 Cokesbury Lane	Raleigh	NC	27614	Woman-Owned Business Enterprise
vPrime Tech, Inc.	IT Solutions Reseller	833-333-1314	Jan	Ghalib	1400 Broadfield Blvd	Houston	TX	77084	Minority Business Enterprise
V-Soft Consulting Group, Inc.	Professional Consulting Services: Information Technology	844-425-8425	David	Silth	101 Buell Lane, Suite 205	Louisville	KY	40222	Minority and Women Business Enterprise
Walace Enterprise LLC	Janitorial Cleaning Services and Supplies	989-562-4047	Carla	Webb	324 W Main St, Ste 78	Brighton	MI	48115	Service-Disabled Veteran Owned Small Business
Warner Transportation LLC	Trucking and Logistics Services: Freight, Haulage, Transportation	859-489-7346	Tammi	Warner	200 Mandelway Rd.	Lexington	KY	40504	Disadvantaged Business Enterprise
Wasteology Group Transportation, LLC	Waste and Recycling Brokerage, Specialized Reporting, Billings, Turn-Key Customer Service	502-643-2285	Stacy	Harrison	150 St. Matthews Avenue	Louisville	KY	40207	Disadvantaged Business Enterprise, Woman-Owned Business Enterprise
Waypoint, LLC	Ecological Consulting	859-797-7466	Jesse	Robinson	PO Box 54587	Lexington	KY	40555	Disadvantaged Business Enterprise

Whitestone Builit, LLC	Construction Contracting and Sub Contracting, Sports Court Resurfacing and Coatings	502-591-2327	Rick	Grant	451 Deep Creek Drive	Shepherdsville	KY	40165	Service Disabled Veteran Owned Small Business
Willow Hill Supply, LLC	Manufacturer of Embroidered Patches, Insignia, Supplier of Tactical Gear	859-355-5244	Lillian	Gorman	4707 Rockwell Road	Winchester	KY	40391	Woman-Owned Business Enterprise
Williams Distribution, LLC	Chemical Distribution Company	317-749-0006	Marshall	Williams	P.O. Box 80065	Indianapolis	IN	46280	Disadvantaged Business Enterprise, Minority Business Enterprise
Wiser Strategies	Communication Consulting	859-387-0866	Nancy	Wiser	839 E Euclid Avenue, Suite 308	Lexington	KY	40502	Woman-Owned Business Enterprise
Work - Comp Management Services, Inc.	Occupational Health, Medical Health, Wellness Onsite Services	877-446-7473	Julie	Ott	760 Park East Blvd, Ste 5	Lafayette	IN	47905	Woman-Owned Business Enterprise
Workplace Signs	Interior Storage Supplier	512-233-9444	Monet	Stansbury	6623 Hitching Post	Cincinnati	OH	45230	Women Business Enterprise
Xpress Management Solutions dba Corporate Lodging Group	Construction Contracting and Subcontracting Services, Office, Business, Professional and Consulting Services	859-312-1861	Nicole	Hime	4024 Monrovia Way	Lexington	KY	40515	Minority Business Enterprise
Yostis Industrial Packaging Supply, LLC	Janitorial Supplies, Protective Gear, Food Service, Welding Material, Cutting Tools, Material Handling, Fireproof Cabinets, Packaging Tape and Wrap, MRO Industrial Supplies, Absorbents	270-681-4817	Beverly	Foster	7601 Bussing Drive, Ste 6	Evansville	IN	47725	Minority and Woman-Owned Business Enterprise
You've Got Curls and Hair Loss Center	Multicultural Hair Salon	859-552-9201	Melanie	Day	121 Malibu Dr., Ste 4	Lexington	KY	40503	Minority and Woman-Owned Business Enterprise



## **Section 21**

Firm Submitting Proposal: Commonwealth Inspection Bureau, Inc.

Complete Address:	501 Darby Creek Rd, Ste 63	Lexington, KY	40509
	Street	City	Zip

**Contact Name:** Marshall Jones, Jr **Title:** President

Telephone Number: 859-263-7800 Fax Number: 859-263-7887

Email address: Comminsp@windstream.net



## **Section 22**

## Supplier Information

Company Name: Commonwealth Inspection Bureau, Inc.

Contact Name: Marshall (Sandy) Jones, Jr.

Address: 501 Darby Creek Rd  
Suite 63

Lexington, KY 40509

Phone: 859-263-7800 office 859-321-3907 mobile

Fax: 859-263-7887

Email: comminsp@windstream.net

## Supplier Notes

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Marshall Jones, Jr

Print Name

Signature





## **Section 23**

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.



9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according



- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination


Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.


13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must



be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

  
Signature

  
Date

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of December, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67 A, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Government"), and **COMMONWEALTH INSPECTION BUREAU INC.**, a Kentucky corporation with offices located at 501 Darby Creek Road, Suite 63, Lexington, Kentucky 40509 (hereinafter "Organization").

### **WITNESSETH:**

**WHEREAS**, Government issued Request for Proposals No. 49-2024 (the "RFP") seeking proposals for electrical inspection services; and

**WHEREAS**, Organization timely submitted its response to the RFP dated September 20, 2024 and Government accepted Organization's response as the best value for the Government bid and authorized the execution of this Agreement;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are acknowledged, Government and Organization hereby agree as follows:

1. **TERM.** Government hereby contracts with Organization for the provision of electrical inspection services for the period beginning December 11 2024, and continuing thereafter for one (1) year from that date, unless earlier terminated. Government may terminate this Agreement by giving Organization thirty (30) days prior written notice of termination. The term of this



Agreement shall automatically renew for up to four (4) additional terms of one (1) year each unless either party gives written notice of nonrenewal or termination to the other party prior to the expiration of the original or any renewal term of this Agreement.

2. **Consideration.** In consideration of Organization performing the services required by this Agreement, Organization is to be paid the fees authorized by section 4.11 of the RFP and Sections 5-67 and 5-76 of the Urban County Government Code of Ordinances, as may be amended. Payment shall be made in the manner specified by the RFP.

3. **Performance.** Organization shall perform all duties and services required by this Agreement faithfully and satisfactorily at the time, place and for the duration described herein. Organization shall keep itself fully informed of all national and state laws and regulations and all local ordinances, resolutions and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances or regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations.

4. **Services.** Organization shall provide the services required by the RFP as well as the following additional services:

A. Organization shall perform electrical inspections for all Government departments and divisions at no charge to Government.

B. Organization shall employ, at all times, a minimum of three (3) full-time electrical inspectors unless requested in writing by Government's Director of Building Inspection to increase the number based upon an increase in electrical permit issuances as provided in Section 3.6.6 of the RFP. Upon any increase in the minimum number of full-time electrical inspectors selected, Organization shall correspondingly increase the number of motor vehicles required in Section 3.6.3 of the RFP.

C. Organization shall have at least one (1) full-time electrical inspectors available to respond to service requests twenty-four (24) hours per day, seven (7) days per week.

D. Organization shall prepare and submit reports of its activities and services to Government's Division of Building Inspection and to such other Government departments, divisions, boards or committees that may request such reports. Such reports shall be submitted on a quarterly basis and as otherwise requested.

E. Organization shall attend, at the request of the Home Builders Association of Lexington, including both the home builder and remodeler members, educational seminars for local builders and remodelers to inform and instruct them regarding relevant electrical codes, code enforcement issues and code interpretations. Organization shall not be precluded from charging such associations or organizations a reasonable fee for such services.



F. Organization shall, at the request of the Kentucky Electrical Contractors Association or any other professional electrical contractor organization for electrical contractors, attend seminars to discuss code enforcement and code interpretation issues and changes in the electrical code. Organization shall not be precluded from charging such associations or organizations a reasonable fee for such services.

G. Organization shall have an office open and available to the public on a full-time basis (at least forty hours per week). If necessary based upon the workload demand the office shall be open be open and available to the public for at least some hours on Saturdays.

H. Organization shall employ a secretary on a full-time basis (at least forty hours per week).

5. **Reporting.** Organization shall, at the request of Government's Division of Building Inspection, submit a report containing the items required by section 4.0 of the RFP. Such reports shall be submitted on a quarterly basis and as otherwise requested.

6. **Oversight.** Government designates its Director of the Division of Building Inspection, and such other person or persons as he may deem necessary, to monitor and evaluate the services rendered by Organization. Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required by this Agreement are being carried on and conducted. Inspection and monitoring of the work by

those authorities shall in no manner be presumed to relieve Organization of its responsibility or obligations.

7. **Order of Precedence.** Government's RFP, the Addenda to the RFP and Organization's bid proposal are expressly incorporated herein by reference and, together with this Agreement, constitute the contract documents. In the event of a conflict among or between the contract documents, then the documents shall control in the following order of precedence: this Agreement, the RFP, the RFP addenda, and Organization's bid proposal.

8. **Default.** In the event Organization fails to perform or satisfy each and every material term or condition of this Agreement, then such failure shall be deemed a default and Government shall be entitled to terminate this Agreement upon ten (10) days prior written notice to Organization. Upon declaration of default, Government shall be entitled to seek relief by way of any and all available remedies, including but not limited to Organization's performance bond.

9. **Miscellaneous.**

9.1 Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

9.2 Changes and Additions. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only with the approval of its legislative authority, the Lexington-Fayette Urban County Council, and signed by its Mayor.



9.3 Entire Agreement. This Agreement, with all attachments and exhibits hereto (and as otherwise provided in paragraph 7), shall constitute the entire agreement between the parties and no representatives, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose.

9.4 Relationship of the Parties. In no event shall the parties be construed, held or become in any way for any purpose partners, associates or joint venture in the conduct of their respective endeavors or otherwise. No contractor, licensee, agent, servant employee or invitee of Government shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee or invitee of Organization and no contractor, licensee, agent, servant employee or invitee of Organization shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee or invitee of Government.

9.5 Anti-Discrimination. Each party shall provide equal opportunity and employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age or disability, shall promote equal employment and shall cause each of its respective contracting agencies to do so. This program of anti-discrimination shall apply to every aspect of the parties' employment policies and practices.

9.6. Assignability. Neither party may assign any of its rights and duties under this Agreement without the prior written consent of the other party.

9.7. Notices. All notices, requests, demands, waivers, and other communications given or required to be given under this Agreement shall be in

writing and shall be addressed to the parties at the respective addresses in the heading to this Agreement. All such communications to Government shall be directed to the attention of the Director of the Division of Building Inspection or to such person as he may designate in writing. All such communications to Organization shall be directed to the attention of Marshall Jones Jr., its President, or to such person as he may designate in writing.

9.8. 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 of this Agreement.

9.9. Litigation. The parties mutually acknowledge that the validity of this Agreement and the underlying bid process are the subject of litigation pending before the Fayette Circuit Court. Should a final ruling result in the bid process or this Agreement being invalidated, then this Agreement shall be null and void as of that date and Organization shall have a period of thirty (30) days within which to wind-up its affairs conducted pursuant to this Agreement and to submit to Government a final report of all services and an accounting for all fee collections.

9.10. Authorization. By their signatures below, Government and Organization hereby verify that they have been duly authorized to execute, deliver and perform this Agreement and the execution and performance of the Agreement are within the powers of the Government and the Organization and do not contravene any law, rule or regulation.



**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:

URBAN COUNTY COUNCIL CLERK

COMMONWEALTH INSPECTION  
BEREAU, INC

\_\_\_\_\_  
MARSHALL W. JONES  
PRESIDENT

COMMONWEALTH OF KENTUCKY) )  
COUNTY OF FAYETTE ) )

The foregoing Agreement was subscribed, sworn to and acknowledged  
before me by Marshall W. Jones, as President, for and on behalf of  
Commonwealth Inspection Bureau, Inc., on this \_\_\_\_<sup>th</sup> Day of \_\_\_\_\_ 2024.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY

RESOLUTION NO. \_\_\_\_-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH COMMONWEALTH INSPECTION BUREAU, FOR ELECTRICAL INSPECTION SERVICES.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Commonwealth Inspection Bureau, for electrical inspection services.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
1038-24:MRS: 4890-8753-9187, v. 1



RESOLUTION NO. 572 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH COMMONWEALTH INSPECTION BUREAU, FOR ELECTRICAL INSPECTION SERVICES.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Commonwealth Inspection Bureau, for electrical inspection services.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024



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MAYOR

ATTEST:



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CLERK OF URBAN COUNTY COUNCIL

1038-24:MRS: 4890-8753-9187, v. 1

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the 31 day of December, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67 A, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Government"), and **COMMONWEALTH INSPECTION BUREAU INC.**, a Kentucky corporation with offices located at 501 Darby Creek Road, Suite 63, Lexington, Kentucky 40509 (hereinafter "Organization").

### **WITNESSETH:**

**WHEREAS**, Government issued Request for Proposals No. 49-2024 (the "RFP") seeking proposals for electrical inspection services; and

**WHEREAS**, Organization timely submitted its response to the RFP dated September 20, 2024 and Government accepted Organization's response as the best value for the Government bid and authorized the execution of this Agreement;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are acknowledged, Government and Organization hereby agree as follows:

1. **TERM.** Government hereby contracts with Organization for the provision of electrical inspection services for the period beginning December 11 2024, and continuing thereafter for one (1) year from that date, unless earlier terminated. Government may terminate this Agreement by giving Organization thirty (30) days prior written notice of termination. The term of this



Agreement shall automatically renew for up to four (4) additional terms of one (1) year each unless either party gives written notice of nonrenewal or termination to the other party prior to the expiration of the original or any renewal term of this Agreement.

2. **Consideration.** In consideration of Organization performing the services required by this Agreement, Organization is to be paid the fees authorized by section 4.11 of the RFP and Sections 5-67 and 5-76 of the Urban County Government Code of Ordinances, as may be amended. Payment shall be made in the manner specified by the RFP.

3. **Performance.** Organization shall perform all duties and services required by this Agreement faithfully and satisfactorily at the time, place and for the duration described herein. Organization shall keep itself fully informed of all national and state laws and regulations and all local ordinances, resolutions and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances or regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations.

4. **Services.** Organization shall provide the services required by the RFP as well as the following additional services:

A. Organization shall perform electrical inspections for all Government departments and divisions at no charge to Government.

B. Organization shall employ, at all times, a minimum of three (3) full-time electrical inspectors unless requested in writing by Government's Director of Building Inspection to increase the number based upon an increase in electrical permit issuances as provided in Section 3.6.6 of the RFP. Upon any increase in the minimum number of full-time electrical inspectors selected, Organization shall correspondingly increase the number of motor vehicles required in Section 3.6.3 of the RFP.

C. Organization shall have at least one (1) full-time electrical inspectors available to respond to service requests twenty-four (24) hours per day, seven (7) days per week.

D. Organization shall prepare and submit reports of its activities and services to Government's Division of Building Inspection and to such other Government departments, divisions, boards or committees that may request such reports. Such reports shall be submitted on a quarterly basis and as otherwise requested.

E. Organization shall attend, at the request of the Home Builders Association of Lexington, including both the home builder and remodeler members, educational seminars for local builders and remodelers to inform and instruct them regarding relevant electrical codes, code enforcement issues and code interpretations. Organization shall not be precluded from charging such associations or organizations a reasonable fee for such services.



F. Organization shall, at the request of the Kentucky Electrical Contractors Association or any other professional electrical contractor organization for electrical contractors, attend seminars to discuss code enforcement and code interpretation issues and changes in the electrical code. Organization shall not be precluded from charging such associations or organizations a reasonable fee for such services.

G. Organization shall have an office open and available to the public on a full-time basis (at least forty hours per week). If necessary based upon the workload demand the office shall be open and available to the public for at least some hours on Saturdays.

H. Organization shall employ a secretary on a full-time basis (at least forty hours per week).

5. **Reporting.** Organization shall, at the request of Government's Division of Building Inspection, submit a report containing the items required by section 4.0 of the RFP. Such reports shall be submitted on a quarterly basis and as otherwise requested.

6. **Oversight.** Government designates its Director of the Division of Building Inspection, and such other person or persons as he may deem necessary, to monitor and evaluate the services rendered by Organization. Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required by this Agreement are being carried on and conducted. Inspection and monitoring of the work by

those authorities shall in no manner be presumed to relieve Organization of its responsibility or obligations.

7. **Order of Precedence.** Government's RFP, the Addenda to the RFP and Organization's bid proposal are expressly incorporated herein by reference and, together with this Agreement, constitute the contract documents. In the event of a conflict among or between the contract documents, then the documents shall control in the following order of precedence: this Agreement, the RFP, the RFP addenda, and Organization's bid proposal.

8. **Default.** In the event Organization fails to perform or satisfy each and every material term or condition of this Agreement, then such failure shall be deemed a default and Government shall be entitled to terminate this Agreement upon ten (10) days prior written notice to Organization. Upon declaration of default, Government shall be entitled to seek relief by way of any and all available remedies, including but not limited to Organization's performance bond.

9. **Miscellaneous.**

9.1 Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

9.2 Changes and Additions. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only with the approval of its legislative authority, the Lexington-Fayette Urban County Council, and signed by its Mayor.



9.3 Entire Agreement. This Agreement, with all attachments and exhibits hereto (and as otherwise provided in paragraph 7), shall constitute the entire agreement between the parties and no representatives, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose.

9.4 Relationship of the Parties. In no event shall the parties be construed, held or become in any way for any purpose partners, associates or joint venture in the conduct of their respective endeavors or otherwise. No contractor, licensee, agent, servant employee or invitee of Government shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee or invitee of Organization and no contractor, licensee, agent, servant employee or invitee of Organization shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee or invitee of Government.

9.5 Anti-Discrimination. Each party shall provide equal opportunity and employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age or disability, shall promote equal employment and shall cause each of its respective contracting agencies to do so. This program of anti-discrimination shall apply to every aspect of the parties' employment policies and practices.

9.6. Assignability. Neither party may assign any of its rights and duties under this Agreement without the prior written consent of the other party.

9.7. Notices. All notices, requests, demands, waivers, and other communications given or required to be given under this Agreement shall be in

writing and shall be addressed to the parties at the respective addresses in the heading to this Agreement. All such communications to Government shall be directed to the attention of the Director of the Division of Building Inspection or to such person as he may designate in writing. All such communications to Organization shall be directed to the attention of Marshall Jones Jr., its President, or to such person as he may designate in writing.

9.8. 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 of this Agreement.

9.9. Litigation. The parties mutually acknowledge that the validity of this Agreement and the underlying bid process are the subject of litigation pending before the Fayette Circuit Court. Should a final ruling result in the bid process or this Agreement being invalidated, then this Agreement shall be null and void as of that date and Organization shall have a period of thirty (30) days within which to wind-up its affairs conducted pursuant to this Agreement and to submit to Government a final report of all services and an accounting for all fee collections.

9.10. Authorization. By their signatures below, Government and Organization hereby verify that they have been duly authorized to execute, deliver and perform this Agreement and the execution and performance of the Agreement are within the powers of the Government and the Organization and do not contravene any law, rule or regulation.



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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

ATTEST:

*Deputy* *Mackenzie Scott*  
URBAN COUNTY COUNCIL CLERK

COMMONWEALTH INSPECTION

BEREAU, INC

*M. Jones*  
MARSHALL W. JONES  
PRESIDENT

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged  
before me by Marshall W. Jones, as President, for and on behalf of  
Commonwealth Inspection Bureau, Inc., on this \_\_\_\_<sup>th</sup> Day of \_\_\_\_\_ 2024.

My commission expires: 4.11.2026

*Dale Lee Rutledge*  
NOTARY PUBLIC, STATE AT LARGE, KY



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1058-24**

**File ID:** 1058-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 324-2024

**In Control:** Urban County  
Council

**File Created:** 10/15/2024

**File Name:** Agreement with You Matter KY for Juvenile  
Treatment Court FY25

**Final Action:** 11/14/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with You Matter Kentucky!, Inc. to maintain and support the Juvenile Treatment Court Program, at a cost not to exceed \$50,000. [Dept. of Social Services, Allen-Bryant]

**Notes:** in office 10/21/2024. MS

Stamped and filed in the CCO. Returned to Theresa Maynard 11/22/2024. MS

**Sponsors:**

**Enactment Date:** 11/14/2024

**Attachments:** 1058-24 Blue Sheet file You Matter KY - Juv  
Treatment Court, YMK JTC Agreement signed by  
YMK JTC 10.14.25, RESO 1058-24 Juvenile  
Treatment Ct FY25 4893-6862-4370 v.1.docx,  
R-564-2024

**Enactment Number:** R-564-2024

**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:
1	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/14/2024		
1	Urban County Council	11/14/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	11/14/2024	Approved				Pass

## Text of Legislative File 1058-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with You Matter Kentucky!, Inc. to maintain and support the Juvenile Treatment Court Program, at a cost not to exceed \$50,000. [Dept. of



Social Services, Allen-Bryant]

**Summary**

Authorization to execute an Agreement with You Matter Kentucky, Inc., a non-profit corporation, to maintain and support the Juvenile Treatment Court program at a cost of \$50,000 for FY25. Funds are Budgeted. (L1058-24)(Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Tiffany Holskey 8/16/24

**Risk Management:** N/A

Fully Budgeted [select]: Yes

Account Number: 1101-900352-0001-71101

This Fiscal Year Impact: \$50,000.00

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: \$50,000.00



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

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

**DATE:** October 17, 2024

**SUBJECT:** Funding Agreement with You Matter Kentucky! Inc. for the Fayette County  
Juvenile Treatment Court for Fiscal Year 2025

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**Request:**

Request Council Authorization for the Mayor to execute an agreement with You Matter Kentucky, Inc., a non-profit corporation, to maintain and support the Juvenile Treatment Court program.

**Purpose:**

This agreement will provide funding to maintain and support the Fayette County Juvenile Treatment Court, a partnership designed by the leadership of Fayette District Court. The program's goals are to increase public safety and decrease recidivism rates for juvenile offenders by focusing on the overall wellness of Fayette County juveniles through mental health treatment and substance abuse treatment, where applicable.

**Budgetary Implication:**

The cost for Fiscal Year 2025 is \$50,000.

**Are the funds budgeted?**

Yes. This will be paid from 1101-900352-0001-71101.

**File Number:** 1058-24

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





## **AGREEMENT**

**THIS AGREEMENT** (hereinafter "Agreement"), made and entered into on the \_\_\_\_ day of September 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and, **YOU MATTER KENTUCKY!, INC.**, with offices located at Fayette District Court, 150 N. Limestone, Lexington, Kentucky 40507 (hereinafter "Organization").

## **RECITALS**

WHEREAS, the Government desires to partner with appropriate organizations and entities that provide assistance to promote protection and care for children within Fayette County who require mental health treatment, and where applicable, substance abuse treatment; and

WHEREAS, the Government understands such partnerships will increase public safety and decrease recidivism rates for juvenile offenders by focusing on the overall wellness of Fayette County juveniles; and

WHEREAS, the Organization requires funding for the maintenance of the Fayette County Juvenile Treatment Court (hereinafter "Juvenile Treatment Court") to accomplish the above-stated goals; and,

WHEREAS, the Government, through its Sponsor, is committed to providing support to the Organization in order to assist the maintenance of Juvenile Treatment Court.

### WITNESSETH

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

1. Government shall pay Organization the sum of **Fifty Thousand Dollars and 00/100 Cents (\$50,000.00)** for the services required by this Agreement for \$50,000 for Fiscal Year 2025. This funding will assist the Organization in providing the services outlined in paragraph 3 through June 30, 2025.

2. The Organization understands and agrees that the Government is only committing to funding the services provided by the Organization under this agreement for the term provided herein and is not obligated to provide any additional funding. Notwithstanding the above, nothing shall preclude the parties from entering into a new agreement to provide additional funding.

3. Scope of Services. Compensation paid pursuant to this Agreement shall be exclusively for the services set forth in this numbered paragraph and for no other purposes. Organization shall perform the following services:

(a) Maintain a participant-centered individual program plan, with an integrated approach, involving court supervision, mental health treatment services, education, and personal accountability for court-involved juveniles;

(b) Receive, process, and screen all appropriate referrals for eligibility into the Juvenile Treatment Court;



(c) Employ a Juvenile Treatment Court Case Administrator, who along with Juvenile Treatment Court Presiding Judges, will:

- i. Monitor all participants' in Juvenile Treatment Court as they progress in their individual program and treatment plan;
- ii. Monitor all participants' ongoing family, education, and social environments; and
- iii. Monitor all participants as they interface and interact with the Juvenile Justice system.

4. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify and hold harmless Government, its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

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

6. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor any required annual report and financial statement, which summarizes the year's activities regarding the services enumerated.

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

8. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. This includes access to all data collected by the Organization in the course of delivering services under this Agreement. Inspection and monitoring of the work by these authorities shall in no manner be presumed



to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

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

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

11. This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties.

12. Organization agrees that it shall comply with any applicable laws or ordinances with respect to the investment of any funds received hereunder.

13. No failure or delay by the Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. Further, no failure or delay by Government in exercising any right, remedy, power or privilege under or in respect of this Agreement shall affect the rights, remedies, powers or privileges of the Government hereunder or shall operate as a waiver thereof.

14. Ability to Meet Obligations: The Organization affirmatively states that there are no actions, suits or proceedings of any kind pending or threatened against it by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of the Organization to perform its obligations under this Agreement, or which question the legality, validity or enforceability hereof or thereof.

15. The Organization shall have thirty (30) days after written to cure any material breach of the terms of this agreement. Any such breach must be cured to the reasonable satisfaction of the Government. In the event of any nonperformance, Organization will be entitled to an offset for services actually performed.



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

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

For Organization:

You Matter KY!  
d/b/a Juvenile Treatment Court  
Fayette District Court  
150 N. Limestone, 5<sup>th</sup> floor  
Lexington, KY 40507  
Attn: Judge Lindsay Hughes Thurston

For Government:

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

[Signature page follows]

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

YOU MATTER KY!, INC.

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

BY:  \_\_\_\_\_  
Lindsay Hughes Thurston, Judge

 \_\_\_\_\_  
Melissa Moore Murphy, Judge

ATTEST:

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

00723331



RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH YOU MATTER KENTUCKY!, INC. TO MAINTAIN AND SUPPORT THE JUVENILE TREATMENT COURT PROGRAM, AT A COST NOT TO EXCEED \$50,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement, which is attached hereto and incorporated herein by reference, with You Matter Kentucky!, Inc. to maintain and support the Juvenile Treatment Court program in Fayette County.

Section 2 – That an amount, not to exceed the sum of \$50,000.00, be and hereby is approved for payment to You Matter Kentucky!, Inc., from account #1101-900352-71101, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
1058-24:TAH:4893-6862-4370, v. 1

RESOLUTION NO. 564 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH YOU MATTER KENTUCKY!, INC. TO MAINTAIN AND SUPPORT THE JUVENILE TREATMENT COURT PROGRAM, AT A COST NOT TO EXCEED \$50,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement, which is attached hereto and incorporated herein by reference, with You Matter Kentucky!, Inc. to maintain and support the Juvenile Treatment Court program in Fayette County.

Section 2 – That an amount, not to exceed the sum of \$50,000.00, be and hereby is approved for payment to You Matter Kentucky!, Inc., from account #1101-900352-71101, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: November 14, 2024

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

1058-24:TAH:4893-6862-4370, v. 1





# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1064-24**

**File ID:** 1064-24

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 310-2023

**In Control:** Urban County  
Council

**File Created:** 10/16/2024

**File Name:** Change Order #1 Meadowthorpe SW Project

**Final Action:** 11/21/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 (Final) to the Contract Agreement with Lagco, Inc, for the completion of Meadowthorpe Area Stormwater Improvement Project - Phase 1, increasing the Contract by the sum of \$96,727.62, from \$564,239.00 to \$660,966.62. [Div. of Water Quality, Martin]

**Notes:** In office 10/22/2024. MS

Stamped and filed in the CCO. Returned to Brenda W. 11/22/2024. MS

**Sponsors:**

**Enactment Date:** 11/21/2024

**Attachments:** Blue Sheet Memo, CO#1Meadowthorpe WQ, Vicinity  
Map, RESO 1064-24 Lagco Change Order 1  
4874-5604-4534 v.1.docx, R-573-2024

**Enactment Number:** R-573-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
2	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
2	Urban County Council	11/21/2024	Approved				Pass

## Text of Legislative File 1064-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 (Final) to the Contract Agreement with Lagco, Inc, for the completion of Meadowthorpe Area Stormwater Improvement Project - Phase 1, increasing the Contract by the sum of \$96,727.62, from \$564,239.00 to \$660,966.62. [Div. of Water Quality, Martin]

### Summary

Authorization to approve Change Order #1 (Final) with Lagco Inc. for completion of Meadowthorpe Area Stormwater Improvement Project - Phase 1 increasing the project cost by \$96,727.62 to total \$660,996.62. Funds are Budgeted. (L1064-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes Evan Thompson 10/7/24

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3334-92211

This Fiscal Year Impact: \$96,727.62

Annual Impact: \$

Project: HILLSBORO

Activity: CONSTRUCT\_CAP

Budget Reference: 2024

Current Balance: \$912,537.00





TO: Mayor Linda Gorton  
Urban County Council

FROM: Charles H. Martin, P.E., Director of Water Quality *CHM*

DATE: October 8, 2024

SUBJECT: Meadowthorpe Area Stormwater Improvement Project – Phase 1  
Contract No. 310-2023 Change Order #1 (Final)

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**Request**

The division is requesting approval of Change Order #1 (Final) with Lagco, Inc for completion of the Meadowthorpe Area Stormwater Improvement Project – Phase 1. Approval of this change order would increase the contract price by the sum of \$96,727.62 from \$564,239.00 to \$660,966.62.

**Purpose of Request**

This final change order reflects both additional work that was required to complete the project and credits for bid items that were unnecessary for the completion of the project. As a Tier 3 change order (greater than 10% of the original contract award) as defined by CAO Policy 15, the division is requesting approval by the Urban County Council.

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




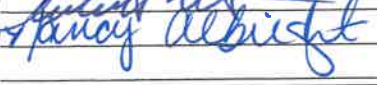
The cost for this FY is: \$96,727.62  
The cost for future FY is: NA

**Are Funds Budgeted**

Funds are budgeted in 4052-303204-3334-92211 2024 HILLSBORO CONSTRUCT

**Martin/Albright**



<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT</b> <b>CONTRACT CHANGE ORDER</b> Page 1 of 2		Date:	September 26, 2024
		Project:	Meadowthorpe Subdivision Stormwater Improvements
		Location:	Meadowthorpe Subdivision
To:		Contract No.	310-2023
Lagco, Inc. PO Box 12510 Lexington, KY 40583		Original Contract Amt.	\$564,239.00
		Cumulative Amount of Previous Change Orders	
		Percent Change - Previous Change Orders	0.00%
		Total Contract Amount Prior to this Change Order	\$564,239.00
		Change Order No.	1 (Final)
You are hereby requested to comply with the following changes from the contract plans and specification;			
Current Change Order			
Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
2	Remove / Abandon Storm Pipe	\$4,352.00	
3	Remove Existing Stacked Stone Culvert		\$1,743.00
4	Milling and Texturing		\$5,676.48
5	Saw Cut for Trench		\$1,130.40
6	Trench Pavement Removal		\$1,576.00
7	Remove Curb		\$14,575.00
8	Remove Concrete Sidewalk & Curb Ramp		\$1,433.61
14	18" Class V Reinforced Concrete Pipe		\$1,140.00
15	15" Class V Reinforced Concrete Pipe		\$17,113.00
17	Concrete Trench Cap		\$19,061.00
19	Curb Replacement		\$20,100.00
20	Sidewalk Replacement		\$4,420.00
21	Sidewalk Ramp with Detectable Warning		\$10,925.00
22	Asphalt Surface (2")		\$14,348.88
23	Thermoplastic Crosswalk Striping	\$1,819.00	
24	Thermoplastic Stop Bar	\$252.00	
25	Restoration	\$91.75	
34	Allowance: Haulage from Regional Asphalt Plant	\$10,000.00	
	Total decrease	\$16,514.75	
	Total increase		\$113,242.37
	Net Amount of this Change Order	\$96,727.62	
	New Contract Amount Including this Change Order	\$660,966.62	
	Percent Change - This Change Order		14.63%
	Percent Change - All Change Orders		17.14%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.			
Recommended by		(Proj. Engr.) Date	10/8/24
Accepted by		(Contractor) Date	10/8/24
Approved by		(Director) Date	10/10/24
Approved by		(Commissioner) Date	10/15/24
Approved by		(Mayor or CAO) Date	

**JUSTIFICATION FOR CHANGE**

PROJECT:

Meadowthorpe Subdivision Stormwater Improvements

TO:

Lagco, Inc. PO Box 12510 Lexington, KY 40583

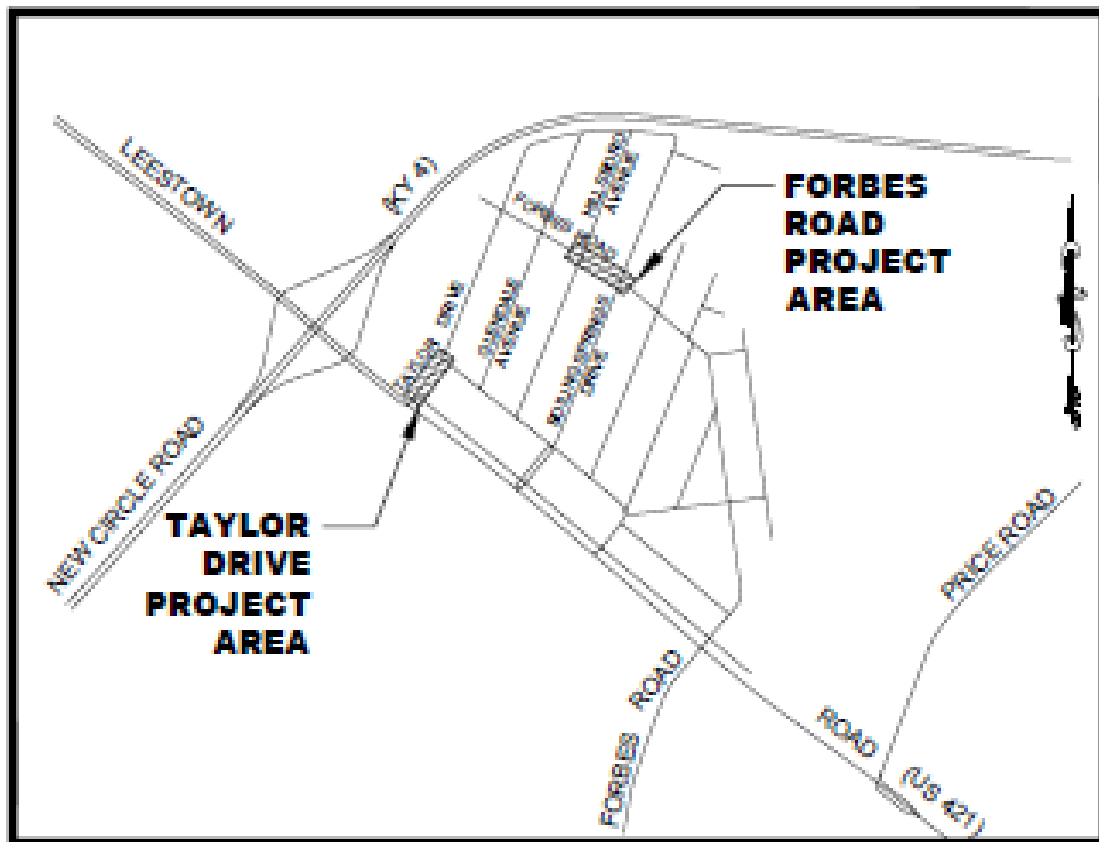
CHANGE ORDER:

1 (Final)

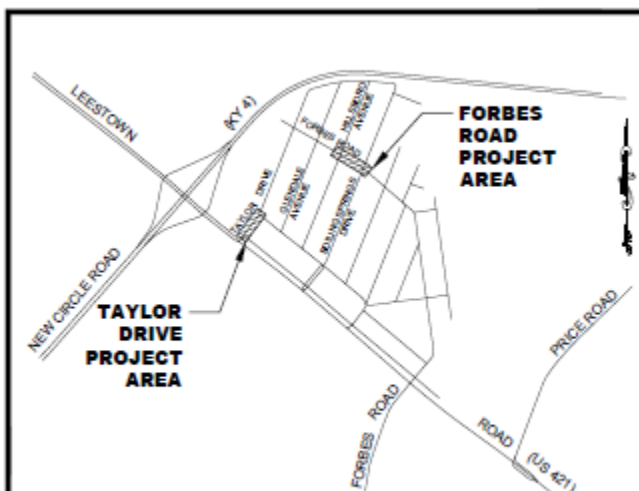
1. Necessity for change: to reflect the actual installed amounts as well as the underruns and overruns from the existing bid per the attached itemized addendum
2. Is proposed change an alternate bid? \_\_\_Yes XNo
3. Will proposed change alter the physical size of the project? \_\_\_Yes XNo  
If "Yes",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

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





VICINITY MAP



VICINITY MAP

RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 (FINAL) TO THE CONTRACT AGREEMENT WITH LAGCO, INC., FOR COMPLETION OF MEADOWTHORPE AREA STORMWATER IMPROVEMENT PROJECT - PHASE 1, INCREASING THE CONTRACT BY THE SUM OF \$96,727.62, FROM \$564,239.00 TO \$660,966.62.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1 (Final), which is attached hereto and incorporated herein by reference, to the Contract Agreement with Lagco, Inc., for completion of Meadowthorpe Area Stormwater Improvement Project - Phase 1, for the Division of Water Quality, increasing the contract price by the sum of \$96,727.62, from \$564,239.00 to \$660,966.62.

Section 2 – That an amount, not to exceed the sum of \$96,727.62, be and hereby is approved for payment to Lagco, Inc., from account # 4052-303204-3334-92211, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

1064-24:EPT\_4874-5604-4534, v. 1

RESOLUTION NO. 573 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 (FINAL) TO THE CONTRACT AGREEMENT WITH LAGCO, INC., FOR COMPLETION OF MEADOWTHORPE AREA STORMWATER IMPROVEMENT PROJECT - PHASE 1, INCREASING THE CONTRACT BY THE SUM OF \$96,727.62, FROM \$564,239.00 TO \$660,966.62.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1 (Final), which is attached hereto and incorporated herein by reference, to the Contract Agreement with Lagco, Inc., for completion of Meadowthorpe Area Stormwater Improvement Project - Phase 1, for the Division of Water Quality, increasing the contract price by the sum of \$96,727.62, from \$564,239.00 to \$660,966.62.

Section 2 – That an amount, not to exceed the sum of \$96,727.62, be and hereby is approved for payment to Lagco, Inc., from account # 4052-303204-3334-92211, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1064-24:EPT\_4874-5604-4534, v. 1





# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1067-24**

**File ID:** 1067-24

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 10/17/2024

**Final Action:** 11/14/2024

**File Name:** Request Council authorization to accept an additional federal award from FEMA's Hazard Mitigation Grant Program (HMGP) in the amount of \$21,083 for Subrecipient Management Cost (SRMC) on the Joyland Area Stormwater Improvements Project - Phase 2 portion.

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award in the amount of \$21,083 in Federal Grant funds under FEMA's Hazard Mitigation Grant Program for Subrecipient Management Cost on the Joyland Area Stormwater Improvements Project-Phase 2 portion, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Water Quality, Martin]

**Notes:**

**Sponsors:**

**Enactment Date:** 11/14/2024

**Attachments:** 25-Blue Sheet Memo Joyland Stormwater, DR4497-0010 LFUCG Joyland Drainage Improvement Contract - Fully Executed, KYEM Grant Award Total, BA13206, Resolution 004-2023, RESO 1067-24 (FEMA Hazard Mitigation Grant) 4861-8344-3186 v.1.docx, R-565-2024

**Enactment Number:** R-565-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Ersula Killens

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
2	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/14/2024		
2	Urban County Council	11/14/2024	Suspended Rules for Second Reading				Pass

**Text of Legislative File 1067-24**

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award in the amount of \$21,083 in Federal Grant funds under FEMA's Hazard Mitigation Grant Program for Subrecipient Management Cost on the Joyland Area Stormwater Improvements Project-Phase 2 portion, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Water Quality, Martin]

**Summary**

Authorization to accept an additional federal award from FEMA's Hazard Mitigation Grant Program (HMGP) in the amount of \$21,083 for Subrecipient Management Cost (SRMC) on the Joyland Area Stormwater Improvements Project - Phase 2 portion. No additional match is required. (L1067-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Ashleigh Bailey, 7/16/2024

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 3200-303204-3334-92211

This Fiscal Year Impact: \$ 21,083.00

Annual Impact: \$0

Project: JOYLAND\_SW\_2025

Activity: FED\_GRANT

Budget Reference: 2025

Current Balance: \$1,020,681.00



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

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: OCTOBER 16, 2024**

**SUBJECT: 2022-2023 FEMA Hazard Mitigation Grant Program - Joyland Area  
Stormwater Improvements Project Phase 2**

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**Request:** Council authorization to accept an additional federal award from FEMA's Hazard Mitigation Grant Program (HMGP) in the amount of \$21,083 for Subrecipient Management Cost (SRMC) on the Joyland Area Stormwater Improvements Project – Phase 2 portion. No match is required.

**Purpose of Request:** On January 19, 2023 (Resolution 004-2023), Council authorized to execute and submit a grant application, and accept an award if offered for the Joyland Area Stormwater Improvement Project - Phase 2 for an estimated federal amount of \$900,000 with an obligation of \$52,000 in local match for a total cost of \$952,000. FEMA's Hazard Mitigation Grant Program (HMGP) has offered LFUCG a federal award of \$899,638.20 with a state share of \$47,980.70 with a local match requirement of \$51,979.10 plus a federal award of \$21,083 for Subrecipient Management Cost (SRMC) for total project cost of \$1,020,681.

**What is the cost in this budget year and future budget years?** Total cost of the project is \$1,020,681. Federal amount (90%) is \$899,638.20, State agency share \$47,980.70 (4.8%) and Local match of \$51,979.10 (5.2%) plus federal award \$21,083 SRMC. No additional costs are anticipated.

**Are the funds budgeted?** Yes, all grant funds are budgeted. 3200-303204-3334-92211 JOYLAND\_SW\_2025 FED\_GRANT 2025

**File Number:** 1067-24

**Director/Commissioner:** Martin/Albright







# Commonwealth of Kentucky

## CONTRACT

**DOC ID NUMBER:**

SC 095 2400000464

Version: 1

Record Date: 10/09/2023

Document Description: FEMA DR4497 Hazard Mitigation Grant Program (HMGP)

Cited Authority: KRS39A.030  
Grant activity-Div of Emergency Mgmt

Reason for Modification:

**Issuer Contact:**Name: Carol Smith  
Phone: 502-607-5764  
E-mail: carol.j.smith152.nfg@army.mil**Vendor Name:**

Multiple Provider

702 Capitol Avenue

OMPS  
Frankfort

KY 40601

**Vendor No.**

ZZMISCPROC

**Vendor Contact**Name: No Contact  
Phone: XXX-XXX-XXXX  
Email:

Effective From: 08/03/2023

Effective To: 06/30/2034

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FEMA DR4497 Hazard Mitigation Grant Program (HMGP)	\$0.000000	\$19,038,269.00	\$19,038,269.00

**Extended Description:**

1. FAIN #: 4497DRKYP00000005

2. FEDERAL AWARD DATE: AUGUST 3, 2023

3. The Hazard Mitigation Grant Program, as appropriated to the Department of Homeland Security each Fiscal year, provides funding to States, Territories, federally recognized tribes and local communities in their efforts to reduce the risk of future damage, loss of life and property in any area affected by a major disaster. This program is authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, and 42 U.S.C 5170c under the guidance of 2 CFR 200. The Commonwealth acts as the Grantee for this grant program and the communities/entities are the SUB- grantee. The Kentucky Emergency Management (KYEM) Hazard Mitigation Grant Program (HMGP) provides supplemental federal disaster grant assistance statewide for eligible mitigation projects as stated in 44 CFR 206.43. These funds will be reimbursed to eligible sub-grantees (state and local governments and nonprofits) in all 120 counties for eligible work completed on behalf of the approved project.

4. NAME OF FEDERAL AWARDDING AGENCY: FEMA, Valerie A. Rhoads, HMA Branch Chief Mitigation Division OR Kelsey Goodman at 202-997-7573. Pass-through entity - Kentucky Emergency Management

5. CFDA# and Name - 97.039 Hazard Mitigation Grant Program (HMPG), amount available under award 30-day preliminary estimates letter dated August 3, 2023 \$38,870.00 - 90% HMPG Ceiling Estimate  
\$1,865.76 - 4.8% Recipient \$2,021.24 - 5.2%

Shipping Information:			Billing Information:		
DR4497-0010			DMA - Division of Administrative Services		
LFUCG			100 Minuteman Pkwy		
200 E Main St			Procurement Sec		
Lexington	KY	40507	Frankfort	KY	40601

<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$19,038,269.00</b>
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	<b>Document Description</b>	<b>Page 3</b>
<b>2400000464</b>	<b>FEMA DR4497 Hazard Mitigation Grant Program (HMGP)</b>	

### **Memorandum of Agreement Terms and Conditions**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management (the "Commonwealth") and DR-4497 subrecipients (the "Contractor") to establish an agreement for implementation of elements of a federal program, Hazard Mitigation Grant Program (HMGP). The Commonwealth and Contractor may collectively be referred to as "Parties". The initial MOA is effective from AUGUST 3, 2023, through JUNE 30, 2034.

#### **Scope of Services:**

Provide Emergency Protective Measures for the preparation for, response to, and recovery from COVID 19. All 120 counties statewide. Grants for eligible expenses include emergency protective measures for managing the disaster program that occurred during the incident period January 20, 2020 and continuing as approved by FEMA. The Kentucky Emergency Management (KYEM) Hazard Mitigation Grant Program (HMGP) provides supplemental federal disaster grant assistance statewide for eligible mitigation projects as stated in 44 CFR 206.434. The Commonwealth acts as the Grantee for this grant program and the communities/ entities are the SUB-grantee. These funds will be reimbursed to eligible sub-grantees (state and local governments and nonprofits) in all 120 counties for eligible work completed on behalf of the approved project.

#### **Pricing:**

The total contract amount is for \$19,038,269.00. Payments from the contract will be made through the reimbursement process, whereby the Second Party provides backup for the expenditures and is reimbursed after review by the First Party.

The Second Party fees and expenses relative to the performance of the scope of services outlined in this Contract and in the detailed attachment(s) to this contract shall not exceed the Total Order Amount as set forth on signature page of this Contract. The subject services and functions are to be performed during the term of this contract as set forth on page 1. It is understood that this contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or electronic format to the First Party by the Second Party. The preferred method of payment will be through electronic funds transfer.



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(a) The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Contract. All direct charges shall be documented to support the direct charging of the expense.

(b) Where applicable:

(i) Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

(ii) Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.

(iii) Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this contract. Expenses submitted shall be documented by original or certified copies.

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this contract. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates.

**Agency Standard Terms and Conditions –  
Emergency Management Pass-through Agreements  
Revised June 2023**

**General**

- (a) Extension and Amendment. The terms and conditions of this contract may be modified by written agreement of the Parties pursuant to KRS Chapter 45A and subject to the approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee.
- (b) Successors and Assigns. The Parties shall not assign any right herein without the written consent of the other party. Covenants made herein shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.
- (c) Entire Contract. This document forms the entire contract between the Parties. Prior discussions and understandings concerning the scope and subject matter are superseded and incorporated into the express terms herein.
- (d) Severability. If any provision of this contract is held judicially invalid, the remainder shall continue in force and effect to the extent not inconsistent with such holding.

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- (e) Breach of Contract. Breach or violation of Terms and Conditions shall be cause for termination of contract.
- (f) Waiver. Waiver of enforcement of any term or condition herein upon an event of breach shall not automatically extend to any other or future event of breach.
- (g) Change of Circumstances. The Parties shall promptly notify each other of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect their ability to carry out this contract.
- (h) Liability and Indemnity. Nothing in this contract shall be construed as an indemnification by or among the Parties for liabilities of the first or second party or any third person for property loss, damage, death, or personal injury ("Claims") arising out of and during the performance of this Contract.
- (i) Applicable Federal Laws and Regulations. This contract is incidental to the implementation of a federal grant program and accordingly, shall be governed by and construed according to federal law to the extent it may affect the right, remedies, and obligations of the United States.

#### **Federal Grant Subrecipient Requirements**

To the extent not inconsistent with the express terms of this contract, 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Contracts and 2 CFR 200, Subpart E, Cost Principles, are hereby incorporated by reference herein. Consistent therewith, the Commonwealth, as a pass-through entity for federal awards, shall monitor the performance of federal grant subrecipients (the "Subrecipients") and impose requirements upon Subrecipients in order for the Commonwealth to meet its responsibility to the federal awarding agency including without limitation, the identification of required financial and performance reports.

- (a) Audits. Subrecipients agree to comply with federally-mandated audits. The Commonwealth agrees to review required audits promptly.
  - 1. Pursuant to 2 CFR 200.501, Subrecipients expending more than \$750,000 in federal grant monies per fiscal year shall conduct a single or program-specific audit for that fiscal year within nine (9) months of the end thereof and shall provide the final audit report to the Commonwealth within thirty (30) days of receipt.
  - 2. Pursuant to 2 CFR 200.512, Contractor(s) that are a governmental entity, institution of higher learning, or other nonprofit institution, shall procure an annual audit within nine (9) months of closing of the fiscal year and shall fully comply with Federal Audit Clearinghouse audit submission requirements. The Commonwealth shall access and review audit reporting packages and data collection forms from the Federal Audit Clearinghouse as soon as practicable after the required submission. Notwithstanding the foregoing, the Commonwealth may require Contractor(s) provide it with a copy of any required audit.
- (b) Reporting. Subrecipients agree to comply with federally-mandated reporting.
  - 1. Pursuant to 2 CFR 200.112, Subrecipients shall disclose to the Commonwealth in writing and within five (5) days of having knowledge of any real or potential conflict of interest that may arise during the administration

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of the federal award. For this paragraph, “conflict of interest” is defined by applicable federal, state, and local statutes or regulations, and Sub-recipients’ policies.

2. Pursuant to 2 CFR 200.338, Subrecipients shall disclose to the federal awarding agency and to the Commonwealth in writing and within thirty (30) days of discovering of any violation of federal criminal law concerning fraud, bribery, or gratuity violations which may affect the federal award; failure to act in strict conformity with this section may result in the imposition of any remedy authorized thereby.
- (c) **Monitoring. The Commonwealth agrees to monitor Subrecipients.**
1. **Risk Analysis—2 CFR 200.331(b) requires the Commonwealth evaluate each Subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award for purposes of determining appropriate Subrecipient monitoring, which may include consideration of such factors as:**
    - a. The Subrecipient's prior experience with the same or similar awards;
    - b. The results of previous audits, including whether or not the Subrecipient receives a single audit and the extent to which the same or similar award has been audited as a major program;
    - c. Whether Subrecipient has new personnel or new or substantially changed systems; and
    - d. The extent and results of federal awarding agency monitoring (e.g., if the Subrecipient also receives federal awards directly from a federal awarding agency.)
  2. **Monitoring Activities—2 CFR 200.331(d) requires the Commonwealth, as the pass-through entity, monitor the activities of Sub-recipients to ensure performance goals are achieved and that awards are used for authorized purposes and in compliance with federal statutes, regulations, and the terms and conditions of the award. Monitoring of the Subrecipient must include:**
    - a. Reviewing financial and performance reports required by the First Party;
    - b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the First Party detected through audits, on-site reviews, and other means; and
    - c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the First Party as required by 2 CFR §200.521 Management decision.
  3. **Monitoring Tools—Depending upon Commonwealth’s assessment of risk posed by the Subrecipient, monitoring tools may be utilized to ensure accountability and compliance with program requirements and achievement of performance goals. Monitoring tools include but are not limited to:**



	<b>Document Description</b>	<b>Page 7</b>
<b>2400000464</b>	<b>FEMA DR4497 Hazard Mitigation Grant Program (HMGP)</b>	

- a. Providing Subrecipients with training and technical assistance on program-related matters;
  - b. Performing on-site reviews of the Subrecipient's program operations;
  - c. Arranging for agreed-upon-procedures engagements as described in 2 CFR §200.425 Audit services; and
  - d. Imposition of specific award conditions.
4. Subaward Conditions—2 CFR 200.331(c) requires the Commonwealth consider imposing specific subaward conditions upon Sub-recipients as needed, consistent with 2 CFR 200.207. The Commonwealth shall consider:
  - a. Criteria set forth in 2 CFR 200.205, federal awarding agency review of risk posed by applicants;
  - b. Whether the applicant or recipient has a history of failing to comply with federal award terms and conditions;
  - c. Whether the applicant or recipient fails to meet expected performance goals as described in 2 CFR 200.210; and
  - d. Whether the applicant or recipient is not otherwise responsible.
5. Additional Conditions—The Commonwealth may impose upon Subrecipients additional federal award conditions.
  - a. Additional federal award conditions may include:
    - i. Requiring payment as reimbursement rather than advance payments;
    - ii. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
    - iii. Requiring additional, detailed financial reports;
    - iv. Requiring additional project monitoring;
    - v. Requiring the non-federal entity obtain technical or management assistance; or
    - vi. Establishing additional prior approvals.
  - b. If the Commonwealth imposes an additional federal award condition upon Sub-recipients, the Commonwealth shall notify the Subrecipient in writing as to:
    - i. The nature of the additional requirements;
    - ii. The reason why the additional requirements are being imposed;
    - iii. The nature of the action needed to remove the additional requirement, if applicable;
    - iv. The time allowed for completing the actions if applicable, and
    - v. The method for requesting reconsideration of the additional requirements imposed.
6. Removal of Conditions—Any specific condition imposed shall be promptly removed once the conditions prompting such condition has been corrected.

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7. Remedies For Noncompliant Sub-recipients—2 CFR 200.331(h) requires the Commonwealth consider taking enforcement action against Subrecipients who fail to comply with federal statutes, regulations or the terms and conditions of a federal award when the Commonwealth determines that noncompliance cannot be remedied by imposing additional conditions as described above. In accordance with 2 CFR 200.338, the Commonwealth may take one or more of the following actions, as appropriate in the circumstances:
  - a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action.
  - b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  - c. Wholly or partly suspend or terminate the Federal award.
  - d. Recommend to the Federal awarding agency to initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency.
  - e. Withhold further Federal awards for the project or program.
  - f. Take other remedies that may be legally available.

#### **Subcontractor Agreements – Incorporation of Terms**

The Parties agree that all subcontractors performing Activities in furtherance of this contract shall be bound by the terms and conditions herein. Contractor(s) further agrees to incorporate this contract by reference in any written agreement with a subcontractor performing Activities in furtherance of this contract.

#### **Lobbying and Political Activity (if applicable)**

No funds expended or reimbursed under this contract shall be used to influence, directly or indirectly, the introduction or modification of any federal or state legislation or the outcome of any federal, state or local election, referendum, or initiative.

- (a) Certification. Contractor(s) certify to the best of their knowledge and belief, that for the preceding contract period, if any, and for this current contract period:
  1. No federal funds have been paid or will be paid, by or on behalf of Contractor(s) to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract;
  2. If any funds, other than federal funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or

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employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative contract, Contractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying;"

3. Contractor(s) shall require that the language of this certification be included in award documents for all sub-awards at all tiers, including subcontractors, sub-grants, and contracts under grants, loans, and cooperative contracts, and that all sub-recipients shall certify and disclose accordingly; and
  4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction under section 31, U. S. C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.
- (b) Byrd Anti-Lobbying Amendment (if applicable) 31 U.S.C. 1352 is incorporated by reference herein. Pursuant thereto, Contractor(s) that apply or bid for an award exceeding \$100,000 must file required certification. Each tier certifies to the tier above that it will not, and has not, used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant or other award. Each tier shall disclose lobbying with non-federal funds that take place in connection with obtaining a federal award. Disclosures under this paragraph shall be forwarded tier-to-tier up to the non-federal awarding agency.
- (c) The Hatch Act (if applicable) Contractor(s) agrees to comply with 5 U.S.C. 1501 *et seq.*, the Hatch Act, and regulations promulgated thereunder including 5 CFR Part 151, limiting political activity of employees or officers of state or local governments whose employment is connected to an activity financed in whole or part with federal funds.

#### Information Ownership and Management

- (a) Unless otherwise stated herein, data and information shared or acquired by the Parties in furtherance of this contract ("Data") shall be and remain the sole property of the Commonwealth. Contractor(s) and their agents and assigns shall not use Data for any other purpose not expressly authorized herein to extent permitted by state and federal law.
- (b) Contractor(s) agrees to comply with KRS 61.931 *et seq.*, Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, (the "Act.") To the extent Contractor(s) receives Personal Information as defined by and in accordance with the Act, in furtherance of Activities performed hereunder, Contractor(s) shall secure and protect Personal Information by, and without limitation:



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1. Utilizing security and breach investigation procedures appropriate to the nature of the Personal Information disclosed, reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and
2. Notifying the Commonwealth of a security breach relating to Personal Information in the possession of practice or subcontractors without undue delay.

### Financial Management System

Contractor(s) agrees to establish and maintain a financial management system which shall provide accurate, current, and complete disclosure of financial reporting for Activities in accordance with reporting requirements set forth in this contract including, without limitation:

- (a) Records identifying the source and application of funds which shall contain information pertaining to federal and state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures and income;
- (b) Effective control over and accountability for all funds, property, and assets to safeguard and assure that they are used solely for authorized purposes under this contract;
- (c) Procedures for determining the reasonableness of costs in accordance with the terms and conditions of this contract; and
- (d) Accounting records supported by source documentation.

### Drug-Free Work Place

- (a) Contractor(s) agree to comply with 41 U.S.C. 701 *et seq.*, the Drug-Free Work Place Act of 1988, and maintain a drug-free workplace.
- (b) Contractor(s) covenant and agree to comply with Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget, and any amendments thereto.

### Environmental Standards

- (a) Contractor(s) agree that Activities performed in furtherance of this contract shall comply with the Clean Air Act, the Federal Water Pollution Control Act, the Resources Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liabilities Act (CERCLA), National Environmental Policy Act (NEPA), and any other applicable federal, state, or local environmental law, regulation, or policy.
- (b) Contractor(s) shall ensure that Activities shall not occur at a facility listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR 15 without the prior written agreement of the Commonwealth. Contractor(s) shall notify the Commonwealth immediately upon receipt of any communication from the EPA relating to performance of this contract.

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- (c) Contractor(s) is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR and 2 CFR 200, in the execution and administration of this contract.

#### **Preference for U.S. Flag Carriers**

Contractor(s) agree to comply with 46 U.S.C. 1241(b), and regulations issued thereunder to include 46 CFR 381, concerning the use of privately-owned United States flag commercial vessels.

#### **Debarment and Suspension**

- (a) Contractor(s) shall not make any award or permit any award, subgrant, or contract at any tier to any party debarred, suspended, or excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
- (b) The Final Rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

#### **Copeland "Anti-Kickback" Act**

Contractor(s) agrees to comply with 40 U.S.C. 3145, the Copeland Anti-Kickback Act, and regulations promulgated thereunder including 29 CFR 3, whereby, it shall be unlawful to induce, by force, intimidation, threat, procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

#### **Contract Work Hours and Safety Standards Act**

Contractor(s) shall comply with 40 U.S.C. 3701 et seq., the Contract Work Hours and Safety Standards Act.

#### **Patent Rights**

The Patent Right Clause found at 37 CFR 401.12, is hereby incorporated by reference herein, which governs rights to inventions made by non-profit organizations and small business firms under government grants, contracts, and cooperative contracts.

#### **Davis-Bacon Act (if applicable)**

40 U.S.C. 3141 *et seq.* and regulations 29 CFR 5 are incorporated by reference herein. The Davis-Bacon Act requires contractors pay laborers and mechanics at prevailing wages determined by the Secretary of Labor, and to make payment at least once per week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage

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determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

#### **Procurement**

- (a) Contractor(s) shall acquire goods and service consistent with KRS 45A and applicable federal standards and procedures including, without limitation, 2 CFR 200, 44 CFR, 49 CFR, and 32 CFR.
- (b) Contractor(s) agrees to comply with 41 U.S.C. 10, the Buy American Act, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA.)
- (c) Contractor(s) shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, to procure:
  - 1. Items designated within Environmental Protection Agency (EPA) guideline 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
  - 2. Solid waste management services in a manner that maximizes energy and resource recovery; and

Establish an affirmative procurement program for the procurement of recovered materials identified in EPA guidelines.



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**MOA/PSC Exception Standard Terms and Conditions  
Revised January 2023**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and **Whereas**, the second party, the Contractor, is available and qualified to perform such function; and **Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**1.00 Effective Date**

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**2.00 LRC Policies**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**4.00 EEO Requirements**

**This section does not apply to governmental or quasi-governmental entities.**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

**5.00 Cancellation**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

**6.00 Funding Out Provision**

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

**7.00 Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement

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will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

#### **8.00 Authorized to do Business in Kentucky**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

#### **Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

#### **9.00 Invoices for fees**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

#### **10.00 Travel expenses, if authorized**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

#### **11.00 Other expenses, if authorized herein**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

#### **12.00 Purchasing and specifications**

**This section does not apply to governmental or quasi-governmental entities.**



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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

### **13.00 Conflict-of-interest laws and principles**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

### **14.00 Campaign finance**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

### **15.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

### **16.00 Social security**

**This section does not apply to governmental or quasi-governmental entities.**

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

### **17.00 Violation of tax and employment laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.



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Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

#### 18.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law**

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)  
[KRS Chapter 139](#) (SALES AND USE TAXES)  
[KRS Chapter 141](#) (INCOME TAXES)  
[KRS Chapter 337](#) (WAGES AND HOURS)  
[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)  
[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)  
[KRS Chapter 342](#) (WORKERS' COMPENSATION)

#### **Boycott Provisions**

The contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

#### **Lobbying Prohibitions**

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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### Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

#### 1st Party:

*Charles T. Jones*

Digitally signed by  
JONES.CHARLES.THOMAS.11041807  
16  
Date: 2023.09.26 11:55:18 -04'00'

Signature

Charles T. Jones

Printed Name

Executive Director

Title

26 Sep 2023

Date

#### 2nd Party:

*James R. Graham*

Signature

James R. Graham

Printed Name

Emergency Management Director

Title

August 28, 2023

Date

#### Other Party:

Signature

Printed Name

Title

Date

#### Approved as to form and legality:

*Chuck Sands*

Attorney



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#### 1st Party:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

#### 2nd Party:

Linda Gorton  
Signature

Mayor  
Title

Linda Gorton  
Printed Name

7/22/2024  
Date

#### Other Party:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

#### Approved as to form and legality:

\_\_\_\_\_  
Attorney



*"Serving Our Commonwealth"*

## Grant Award

**Award Total:** \$999,598.00

Federal Share: (90%) \$899,638.20

State Share: (4.8%) 47,980.70

Local Share: (5.2%) 51,979.10

**SRMC:** (100% Federal) \$21,083.00



## LFUCG Budget Amendment Request Form

[New Window](#) | [Help](#) | [Personalize Pag](#)**Requester:** Moore,Celia E    **Date:** 08/12/2024    **Status:** Pending Approval    **Amend Nbr:** 13206**Business Unit:** LFUCG    **Journal Date:** 08/12/2024    **Budget Period:** 2025    **Bid:** ☐    **Admin Review:** ☐

▼ Personnel, Operating & Capital Accounts									
Personalize   Find   View All     First 1 of 1 Last									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1 3200	303204	3334	92211	Construction-Storm Drainage	1,020,681.00	CHMARTIN	055143		

▼ Revenue Accounts									
Personalize   Find   View All     First 1-3 of 3 Last									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1 3200	303204	3334	44010	Intergovernmental - Federal	920,721.20	CHMARTIN	055143		
2 3200	303204	3334	44040	Intergovernmental - State/Oth	47,980.70	CHMARTIN	055143		
3 3200	303204	3334	45911	Transfer From General Service	51,979.10	CHMARTIN	055143		

► **Project/Grant Revenue**► **Project/Grant Expenditures****Comments:**

To establish grant budget for Hazardous Mitigation Grant Program (HMGP) award for Joyland Drainage Project.  
(JOYLAND\_SW\_2025)

**Net Amend Amt:** 0.00



RESOLUTION NO. 004 -2023

A RESOLUTION RESCINDING RESOLUTION NO. 656-2022 AND IN ITS PLACE RESOLVING TO AUTHORIZE AND DIRECT THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION REQUESTING \$900,000.00 IN FEDERAL FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP), FOR THE JOYLAND AREA STORMWATER IMPROVEMENTS PROJECT—PHASE 2, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$52,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That Resolution No. 656-2022 is hereby rescinded and replaced in its entirety with the foregoing Resolution.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to: (a) execute and submit a Grant Application, attached hereto and incorporated herein by reference, requesting \$900,000.00 in federal funds from the Federal Emergency Management Agency's Hazard Mitigation Grant Program (HGMP), for the Joyland Area Stormwater Improvements Project – Phase 2; (b) to provide any additional information requested in connection with this Grant Application; (c) and, to accept this Grant if the application is approved, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of \$52,000.00 as a local match.

Section 3 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: January 19, 2023

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0034-23:BGS:X:\CASES\COMDEV\23-LE0001\LEG\00772418.DOCX

RESOLUTION NO. \_\_\_\_-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN ADDITIONAL AWARD IN THE AMOUNT OF \$21,083.00 IN FEDERAL GRANT FUNDS UNDER FEMA’S HAZARD MITIGATION GRANT PROGRAM FOR SUBRECIPIENT MANAGEMENT COST ON THE JOYLAND AREA STORMWATER IMPROVEMENTS PROJECT—PHASE 2 PORTION, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an additional award in the amount of \$21,083.00 in Federal grant funds, under FEMA’s Hazard Mitigation Grant Program for Subrecipient Management Cost on the Joyland Area Stormwater Improvements Project—Phase 2 Portion, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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



RESOLUTION NO. 565 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN ADDITIONAL AWARD IN THE AMOUNT OF \$21,083.00 IN FEDERAL GRANT FUNDS UNDER FEMA'S HAZARD MITIGATION GRANT PROGRAM FOR SUBRECIPIENT MANAGEMENT COST ON THE JOYLAND AREA STORMWATER IMPROVEMENTS PROJECT—PHASE 2 PORTION, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an additional award in the amount of \$21,083.00 in Federal grant funds, under FEMA's Hazard Mitigation Grant Program for Subrecipient Management Cost on the Joyland Area Stormwater Improvements Project—Phase 2 Portion, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

November 14, 2024

  
MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1068-24**

**File ID:** 1068-24

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:** 317-2024

**In Control:** Urban County  
Council

**File Created:** 10/17/2024

**Final Action:** 11/14/2024

**File Name:** Request Council authorization to accept proposal D12-0201-P-1730 from Kentucky American Water Company to install an 8" water line and master meter at 2075 Parkers Mill Road for Cardinal Run Park North.

**Title:** A Resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to accept a proposal from Ky. American Water Co. to install an 8 inch water line and master meter at 2075 Parkers Mill Rd. for Cardinal Run Park North, at a cost not to exceed \$91,244. [Div. of Parks and Recreation, Conrad]

**Notes:** Down to Mayor's Office 11/18/2024. MS

Signed and CILOO filed in the CCO. Returned to Celia Moore 11/21/2024. MS

**Sponsors:**

**Enactment Date:** 11/14/2024

**Attachments:** 25-Blue Sheet Memo Cardinal Run KAWC, KAWC Developer Package D12-0201-P-1730 - Unsigned, RESO 1068-24 KAW Proposal Water Line Cardinal Run Park North 4869-6267-7746 v.1.docx, R-566-2024, Contract #317-2024

**Enactment Number:** R-566-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Ersula Killens

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
2	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/14/2024		
2	Urban County Council	11/14/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	11/14/2024	Approved				Pass

## Text of Legislative File 1068-24

**Title**

A Resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to accept a proposal from Ky. American Water Co. to install an 8 inch water line and master meter at 2075 Parkers Mill Rd. for Cardinal Run Park North, at a cost not to exceed \$91,244. [Div. of Parks and Recreation, Conrad]

**Summary**

Authorization to accept proposal D12-0201-P-1730 from Kentucky American Water Company to install an 8" water line and master meter at 2075 Parkers Mill Road for Cardinal Run Park North at a cost of \$91,244. Funds are Budgeted as an approved LFUCG American Rescue Program Act project. (L1068-24) (Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Gabriel Thatcher, 10/16/2024

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 3230-707602-7221-90319 - \$76,244.00  
1105-707602-7221-90319 - \$15,000.00

This Fiscal Year Impact: \$ 91,244.00

Annual Impact: \$0

Project: AR\_CARDRUN\_2022, CARDINAL\_2025

Activity: FED\_GRANT, CONSTRUCT\_CAP

Budget Reference: 2022, 2025

Current Balance: 3230-707602-7221-90319 - \$119,784.19 and \$91,244.00  
pre-encumbered

1105-707602-7221-90319 - \$100,000.00





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

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: OCTOBER 16, 2024**

**SUBJECT: Cardinal Run Park North Master Water Service Meter**

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**Request:** Council authorization to accept proposal D12-0201-P-1730 from Kentucky American Water Company to install an 8" water line and master meter at 2075 Parkers Mill Road for Cardinal Run Park North.

**Purpose of Request:** Cardinal Run Park North currently does not have Kentucky American Water Company service to the site. Approval of the request will allow Kentucky American Water Company to extend an 8" water line and master meter to the site to establish water service.

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

The cost for this FY is: \$91,244.00

The cost for future FY is: \$0.00

**Are the funds budgeted?** Yes 3230-707602-7221-90319 AR\_CARDRUN\_2022 FED\_GRANT 2022 (\$76,244.00) and 1105-707602-7221-90319 CARDINAL\_2025 CONSTRUCT\_CAP 2025 (\$15,000.00)

**File Number:** 1068-24

**Director/Commissioner:** Conrad/Ford





August 22, 2024

Jeff Nalley  
Lexington-Fayette Urban County Government  
200 E Main Street, Lexington, KY 40509

**RE: Cardinal Run North Park; 8" Master Meter; D12-0201-P-1730**

Mr. Nalley:

This letter will serve as an agreement for installing an 8" master meter to serve the above referenced property. Our cost estimate is **\$91,244**. As soon as this letter signed by the appropriate company officer or representative and a deposit in this amount is received, we will order materials for construction.

**Please remit payment to:  
Kentucky American Water Company  
ATTN: John Wagner  
2300 Richmond Rd  
Lexington, KY 40502**

To the extent there is any refund to be made at the end of the project after all costs are accrued, **such refund will be paid to the APPLICANT, by check made payable to the APPLICANT**. To the extent that any amount is owed to Kentucky American Water at the end of the project after all costs are accrued, payment of such amounts are the responsibility of the APPLICANT.

Enclosed in duplicate are the Tap Application and Service Contract. ***Please have both copies completed, signed, witnessed and returned to me.*** The APPLICANT copy will be returned for your records after it is fully executed. In addition, please have the appropriate officer or representative **sign and date this letter** and have it witnessed to indicate agreement with these terms and return the original along with your deposit.

The assigned inspector and primary contact regarding construction scheduling is **DJ Dotson**; he may be reached at **(859) 321-7148**.

This cost estimate is good for **45** days from the date of this letter. If you have any questions or need additional information, please call me (859) 537-0748.

Sincerely,

John Wagner, PE  
Sr. Project Engineer

**Lexington-Fayette Urban County Government**

\_\_\_\_\_  
Signature

**Mayor**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness



**KENTUCKY  
AMERICAN WATER**

2300 Richmond Road  
Lexington, KY 40502  
(800) 678-6301  
(859) 268-6315 (FAX)  
www.kentuckyamwater.com

## CONTRACT FOR NEW SERVICE

**FOR KAW OFFICE USE ONLY:**

Premise No.: \_\_\_\_\_ Acct. No.: \_\_\_\_\_ Customer No.: \_\_\_\_\_  
Application for Special Connection No.: N/A WBS No.: D12-0201-P-1730  
Type of Service: Domestic Service  
Operations Specialist (KAW Inspector): DJ Dotson

I hereby make application and authorize Kentucky American Water to place a meter and turn on the water at the following address, and I agree to pay all bills by the due date specified on the bill for water furnished to any address where I either have an interest in the ownership of the property, directly or indirectly, or have requested service, and I hereby agree to continue to be responsible for the same until I notify Kentucky American Water in writing to the contrary.

I agree to take the necessary measures to protect the meter box, meter setting and the service during the installation of new services. I will be responsible for damages to Kentucky American Water property caused by me, my contractor and/or sub-contractor during on-site construction.

I agree to abide by the local codes and ordinances in the construction, use, and alteration of my plumbing system. I shall not create an electric shock hazard by improper electric grounding to the plumbing system. I agree to install an approved, testable backflow prevention device on all nonresidential incoming lines and irrigation systems to prevent the creation of a cross connection or backflow condition.

Kentucky American Water assumes no responsibility for continuity of electrical grounding systems by the installation or removal of its meter.

I agree to abide by and comply with all rules, regulations and rates of Kentucky American Water, as approved by the Public Service Commission of the Commonwealth of Kentucky and as changed from time to time.

If, at any time, any bill owed by me to Kentucky American Water, whether collectible under this Agreement or otherwise, is not paid when due and payable, then Kentucky American Water shall have the right to discontinue the supply of water to the location.

**PLEASE COMPLETE THE FOLLOWING INFORMATION (return with deposit and signed agreements)**

Service Address \_\_\_\_\_

City \_\_\_\_\_ State KY Zip Code \_\_\_\_\_

Is this a multi-unit building? ☐ Yes ☐ No If yes, how many units \_\_\_\_\_

Please check primary use of service: ☐ Residential ☐ Commercial ☐ Industrial ☐ OPA

Please check type (s) of service use (if more than one type or number, individual application is required for each service)

☒ Domestic ☐ Irrigation ☐ Fire service -- size: \_\_\_\_\_ ☐ Fire hydrant -- quantity: \_\_\_\_\_ ☐ Other

Billing Name \_\_\_\_\_

Billing Address, if different from service address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone number: (Home) \_\_\_\_\_ (Office) \_\_\_\_\_

Name of person filling out form \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Do you own or lease this building? Own \_\_\_\_\_ Lease \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title Mayor Date \_\_\_\_\_



# NEW TAP APPLICATION



PLEASE COMPLETE AND RETURN TO:		FOR OFFICE USE ONLY:					
<b>Attn: New Taps</b> <b>Kentucky American Water</b> <b>2300 Richmond Road</b> <b>Lexington, KY 40502</b> <b>24-Hour Tap Line #: (859) 268-6379</b> <b>Fax #: (859) 268-6315</b> <b>www.kentuckyamwater.com</b>		Plumbing Permit #:					
		Inspection Date:					
		Customer #:		Account #:			
		Premise#:					
		Private Setting:		Yes		No:	
		If yes, inspected and approved by KAW:					
		WBS#		D12-0201-P-1730		Spec Conn (or Multiple Svc) Agmt	
		Type of service:		Domestic		Size:	
		Amount Paid				Date Paid:	
						8"	

**IMPORTANT: This application must be completed and returned with the tap fee. Proof of inspection and approval of water service by State Plumbing Inspector required. A signed "Contract for New Service" is required unless a "Master Service Agreement" has been executed. Allow 20-25 days for service to be installed after all paperwork is received. (PLEASE NOTE- Services larger than 2" are applied for and coordinated through the New Development/Construction Department. Installation time will vary, but will be a minimum of 90 days after application is made.)**

**PLEASE ENSURE ADDRESS IS MARKED AND VISIBLE FROM THE STREET**

The undersigned makes application for water service at Address \_\_\_\_\_  
 County \_\_\_\_\_ Subdivision \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

and hereby requests Kentucky American Water to make a connection to its main. **Kentucky American Water will specify the location, size, kind and quality of all material entering into the service connection and will set and turn on the meter.** The undersigned has completed the following requirements for the installation of a water meter at the above address:

1. Service line has been installed to the point where the meter is to be permanently connected **and** visibly marked by the customer to identify the connection point. **Non-residential service lines are required to have a testable approved backflow prevention device installed.**
2. The service line which connects the customer supply at the meter setting is 8-inch (minimum ¾") and will require **(1) 8-inch meter** to be set **(1 1/2" and larger meters require a completed Customer Data Sheet)**. The service line is at 30 inches below ground level. **Service lines up to 2"** will have Type "L" or "K" copper line installed at the connection point or affixed with a male adapter at the connection point if the customer's line is other than Type "L" or "K" copper. **Service lines larger than 2"** will have Ductile Iron pipe or C-900 plastic pipe installed to the connection point. If another type of pipe is used at the connection point, the customer is required to make the connection; and
3. This service line is equipped with an easily accessible stop and waste valve inside and near the foundation of the building being supplied.

**THE UNDERSIGNED AGREES TO THE FOLLOWING:**

- Comply with all rules and regulations of Kentucky American Water, as approved by the Kentucky Public Service Commission.
- Comply with local codes and ordinances in the construction, use and alteration of the plumbing system.
- If non-residential, shall install an approved backflow prevention device to avert a cross connection or backflow condition.
- Shall not create an electric shock hazard by improper electric grounding to the plumbing system. Kentucky American Water assumes no responsibility for continuity of electrical grounding systems by the installation or removal of its meter.
- Must, at all times, take necessary measures to protect the meter box, meter setting and service line and is responsible for damages to Kentucky American Water property caused by them, their contractor and/or subcontractors.

**THIS METER SERVES THE FOLLOWING PREMISE TYPE (CHECK ONE):**

- ☐ Residential (single premise residence, duplex or multiple premise residence where each unit is served by its own meter).
- ☐ Commercial (multiple premise residence [apartment building] served by a single meter, private educational institutions, all businesses where water is not used principally in manufacturing or processing of a product. Commercial includes laundries, hotels, motels, restaurants, bars, non-government office buildings, non-government hospitals and other medical facilities, retail shops, etc.)
- ☐ Industrial (manufacturing or processing establishments where the water is used principally in the manufacturing or processing of a product. Industrial includes factories, refineries, bottling plants, etc.)
- ☐ Other Public Authority (OPA) (municipal, county, state or federal agencies). OPA includes municipal buildings, public schools, public libraries, government hospitals, fire stations, public housing developments, etc.
- ☐ Sales for Resale (sales to private or public water utilities where the water is to be resold to the customers of the utility).

**SEWER SERVICE PROVIDED BY (CHECK ONE):**

- ☒ LFUCG

☐ GEORGETOWN MUNICIPAL

☐ ROCKWELL VILLAGE

☐ TREE HAVEN

☐ SEPTIC

☐ IRRIGATION ONLY

☐ OTHER \_\_\_\_\_

☐ N/A (FIRE HYDRANT/FIRE SERVICE)

Owner/Builder \_\_\_\_\_

Master Agreement Number (if applicable) \_\_\_\_\_

Phone: \_\_\_\_\_ Plumber Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title Mayor \_\_\_\_\_ Date \_\_\_\_\_

RESOLUTION NO. \_\_\_\_ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO ACCEPT A PROPOSAL FROM KENTUCKY AMERICAN WATER COMPANY TO INSTALL AN 8 INCH WATER LINE AND MASTER METER AT 2075 PARKERS MILL ROAD FOR CARDINAL RUN PARK NORTH, AT A COST NOT TO EXCEED \$91,244.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to accept a Proposal, which is attached hereto and incorporated by reference, with Kentucky American Water Company, to install an 8-inch water line and master meter at 2075 Parkers Mill Road for Cardinal Run Park North, and to execute any necessary documents related to this project, at a cost not to exceed \$91,244.00.

Section 2 – That an amount, not to exceed the sum of \$91,244.00, be and hereby is approved for payment to Kentucky American Water Company, from account # 3230-707602-90319 (\$76,244.00), and # 1105-707602-90319 (\$15,000.00), pursuant to the terms of the Proposal and any documents executed with Kentucky American Water Company.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

1068-24:GET: 4869-6267-7746, v. 1

RESOLUTION NO. 566 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO ACCEPT A PROPOSAL FROM KENTUCKY AMERICAN WATER COMPANY TO INSTALL AN 8 INCH WATER LINE AND MASTER METER AT 2075 PARKERS MILL ROAD FOR CARDINAL RUN PARK NORTH, AT A COST NOT TO EXCEED \$91,244.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to accept a Proposal, which is attached hereto and incorporated by reference, with Kentucky American Water Company, to install an 8-inch water line and master meter at 2075 Parkers Mill Road for Cardinal Run Park North, and to execute any necessary documents related to this project, at a cost not to exceed \$91,244.00.

Section 2 – That an amount, not to exceed the sum of \$91,244.00, be and hereby is approved for payment to Kentucky American Water Company, from account # 3230-707602-90319 (\$76,244.00), and # 1105-707602-90319 (\$15,000.00), pursuant to the terms of the Proposal and any documents executed with Kentucky American Water Company.

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

PASSED URBAN COUNTY COUNCIL: November 14, 2024

*Linda Gorton*

---

MAYOR

ATTEST:

*[Signature]*

---

CLERK OF URBAN COUNTY COUNCIL

1068-24:GET: 4869-6267-7746, v. 1





August 22, 2024

Jeff Nalley  
Lexington-Fayette Urban County Government  
200 E Main Street, Lexington, KY 40509

**RE: Cardinal Run North Park; 8" Master Meter; D12-0201-P-1730**

Mr. Nalley:

This letter will serve as an agreement for installing an 8" master meter to serve the above referenced property. Our cost estimate is **\$91,244**. As soon as this letter signed by the appropriate company officer or representative and a deposit in this amount is received, we will order materials for construction.

**Please remit payment to:**  
**Kentucky American Water Company**  
**ATTN: John Wagner**  
**2300 Richmond Rd**  
**Lexington, KY 40502**

To the extent there is any refund to be made at the end of the project after all costs are accrued, **such refund will be paid to the APPLICANT, by check made payable to the APPLICANT**. To the extent that any amount is owed to Kentucky American Water at the end of the project after all costs are accrued, payment of such amounts are the responsibility of the APPLICANT.

Enclosed in duplicate are the Tap Application and Service Contract. ***Please have both copies completed, signed, witnessed and returned to me.*** The APPLICANT copy will be returned for your records after it is fully executed. In addition, please have the appropriate officer or representative **sign and date this letter** and have it witnessed to indicate agreement with these terms and return the original along with your deposit.

The assigned inspector and primary contact regarding construction scheduling is **DJ Dotson**; he may be reached at **(859) 321-7148**.

This cost estimate is good for **45** days from the date of this letter. If you have any questions or need additional information, please call me **(859) 537-0748**.

Sincerely,

John Wagner, PE  
Sr. Project Engineer

**Lexington-Fayette Urban County Government**

Signature

**Mayor**  
Title

Witness



**KENTUCKY  
AMERICAN WATER**

2300 Richmond Road  
Lexington, KY 40502  
(800) 678-6301  
(859) 268-6315 (FAX)  
www.kentuckvawater.com

**CONTRACT FOR NEW SERVICE**

**FOR KAW OFFICE USE ONLY:**

Premise No.: \_\_\_\_\_ Acct. No.: \_\_\_\_\_ Customer No.: \_\_\_\_\_  
Application for Special Connection No.: N/A WBS No.: D12-0201-P-1730  
Type of Service: Domestic Service  
Operations Specialist (KAW Inspector): DJ Dotson

I hereby make application and authorize Kentucky American Water to place a meter and turn on the water at the following address, and I agree to pay all bills by the due date specified on the bill for water furnished to any address where I either have an interest in the ownership of the property, directly or indirectly, or have requested service, and I hereby agree to continue to be responsible for the same until I notify Kentucky American Water in writing to the contrary.

I agree to take the necessary measures to protect the meter box, meter setting and the service during the installation of new services. I will be responsible for damages to Kentucky American Water property caused by me, my contractor and/or sub-contractor during on-site construction.

I agree to abide by the local codes and ordinances in the construction, use, and alteration of my plumbing system. I shall not create an electric shock hazard by improper electric grounding to the plumbing system. I agree to install an approved, testable backflow prevention device on all nonresidential incoming lines and irrigation systems to prevent the creation of a cross connection or backflow condition.

Kentucky American Water assumes no responsibility for continuity of electrical grounding systems by the installation or removal of its meter.

I agree to abide by and comply with all rules, regulations and rates of Kentucky American Water, as approved by the Public Service Commission of the Commonwealth of Kentucky and as changed from time to time.

If, at any time, any bill owed by me to Kentucky American Water, whether collectible under this Agreement or otherwise, is not paid when due and payable, then Kentucky American Water shall have the right to discontinue the supply of water to the location.

**PLEASE COMPLETE THE FOLLOWING INFORMATION (return with deposit and signed agreements)**

Service Address \_\_\_\_\_

City \_\_\_\_\_ State KY Zip Code \_\_\_\_\_

Is this a multi-unit building? ☐ Yes ☐ No If yes, how many units \_\_\_\_\_

Please check primary use of service: ☐ Residential ☐ Commercial ☐ Industrial ☐ OPA

Please check type (s) of service use (if more than one type or number, individual application is required for each service)

☒ Domestic ☐ Irrigation ☐ Fire service -- size: \_\_\_\_\_ ☐ Fire hydrant -- quantity: \_\_\_\_\_ ☐ Other

Billing Name \_\_\_\_\_

Billing Address, if different from service address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone number: (Home) \_\_\_\_\_ (Office) \_\_\_\_\_

Name of person filling out form \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Do you own or lease this building? Own \_\_\_\_\_ Lease \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title Mayor Date \_\_\_\_\_

# NEW TAP APPLICATION



<b>PLEASE COMPLETE AND RETURN TO:</b>
Attn: New Taps Kentucky American Water 2300 Richmond Road Lexington, KY 40502 24-Hour Tap Line #: (859) 268-6379 Fax #: (859) 268-6315 www.kentuckyamwater.com

<b>FOR OFFICE USE ONLY:</b>			
Plumbing Permit #:			
Inspection Date:			
Customer #:		Account #:	
Premise#:			
Private Setting:	Yes	No:	
If yes, inspected and approved by KAW:			
WBS#	D12-0201-P-1730	Spec Conn (or Multiple Svc) Agmt	N/A
Type of service:	Domestic	Size:	8"
Amount Paid		Date Paid:	

**IMPORTANT:** This application must be completed and returned with the tap fee. Proof of inspection and approval of water service by State Plumbing Inspector required. A signed "Contract for New Service" is required unless a "Master Service Agreement" has been executed. Allow 20-25 days for service to be installed after all paperwork is received. (PLEASE NOTE: Services larger than 2" are applied for and coordinated through the New Development/Construction Department. Installation time will vary, but will be a minimum of 90 days after application is made.)

## PLEASE ENSURE ADDRESS IS MARKED AND VISIBLE FROM THE STREET

The undersigned makes application for water service at Address \_\_\_\_\_

County \_\_\_\_\_ Subdivision \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

and hereby requests Kentucky American Water to make a connection to its main. **Kentucky American Water will specify the location, size, kind and quality of all material entering into the service connection and will set and turn on the meter.** The undersigned has completed the following requirements for the installation of a water meter at the above address:

- Service line has been installed to the point where the meter is to be permanently connected and visibly marked by the customer to identify the connection point. **Non-residential service lines are required to have a testable approved backflow prevention device installed.**
- The service line which connects the customer supply at the meter setting is 8-inch (minimum 3/4") and will require (1) 8-inch meter to be set (1 1/2" and larger meters require a completed Customer Data Sheet). The service line is at 30 inches below ground level. **Service lines up to 2"** will have Type "L" or "K" copper line installed at the connection point or affixed with a male adapter at the connection point if the customer's line is other than Type "L" or "K" copper. **Service lines larger than 2"** will have Ductile Iron pipe or C-900 plastic pipe installed to the connection point. If another type of pipe is used at the connection point, the customer is required to make the connection; and
- This service line is equipped with an easily accessible stop and waste valve inside and near the foundation of the building being supplied.

## THE UNDERSIGNED AGREES TO THE FOLLOWING:

- Comply with all rules and regulations of Kentucky American Water, as approved by the Kentucky Public Service Commission.
- Comply with local codes and ordinances in the construction, use and alteration of the plumbing system.
- If non-residential, shall install an approved backflow prevention device to avert a cross connection or backflow condition.
- Shall not create an electric shock hazard by improper electric grounding to the plumbing system. Kentucky American Water assumes no responsibility for continuity of electrical grounding systems by the installation or removal of its meter.
- Must, at all times, take necessary measures to protect the meter box, meter setting and service line and is responsible for damages to Kentucky American Water property caused by them, their contractor and/or subcontractors.

## THIS METER SERVES THE FOLLOWING PREMISE TYPE (CHECK ONE):

- ☐ Residential (single premise residence, duplex or multiple premise residence where each unit is served by its own meter).
- ☐ Commercial (multiple premise residence [apartment building] served by a single meter, private educational institutions, all businesses where water is not used principally in manufacturing or processing of a product. Commercial includes laundries, hotels, motels, restaurants, bars, non-government office buildings, non-government hospitals and other medical facilities, retail shops, etc.)
- ☐ Industrial (manufacturing or processing establishments where the water is used principally in the manufacturing or processing of a product. Industrial includes factories, refineries, bottling plants, etc.)
- ☐ Other Public Authority (OPA) (municipal, county, state or federal agencies). OPA includes municipal buildings, public schools, public libraries, government hospitals, fire stations, public housing developments, etc.
- ☐ Sales for Resale (sales to private or public water utilities where the water is to be resold to the customers of the utility).

## SEWER SERVICE PROVIDED BY (CHECK ONE):

- ☒ LFUCG      ☐ GEORGETOWN MUNICIPAL      ☐ ROCKWELL VILLAGE      ☐ TREE HAVEN
- ☐ SEPTIC      ☐ IRRIGATION ONLY      ☐ OTHER \_\_\_\_\_      ☐ N/A (FIRE HYDRANT/FIRE SERVICE)

Owner/Builder \_\_\_\_\_

Master Agreement Number (if applicable) \_\_\_\_\_

Phone: \_\_\_\_\_ Plumber Name \_\_\_\_\_

Authorized Signature Linda Gorton Title Mayor Date 11/19/2024





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1070-24**

**File ID:** 1070-24

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 10/17/2024

**Final Action:** 11/21/2024

**File Name:** Request Council authorization to accept additional award of \$50 from Kentucky Office of Homeland Security. The application was \$130,500 and the Division of Police has been awarded \$130,550 under the State Homeland Security FFY2024 DHS/FEMA Grant Program.

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award of \$50 in Federal funds under the State Homeland Security FY2024 DHS/FEMA Grant Program from the Kentucky Office of Homeland Security, for the Div. of Police, to support training courses for bomb technicians, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the grant budget. [Div. of Police, Weathers]

**Notes:**

**Sponsors:**

**Enactment Date:** 11/21/2024

**Attachments:** 25-Blue Sheet Memo LPD Training, LFUCG -Bomb Squad 24-062 Award Letter, BA 13326, Resolution 153-2024, RESO 1070-24 4862-9343-6918 v.1.docx, R-574-2024

**Enactment Number:** R-574-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Ersula Killens

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
2	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
2	Urban County Council	11/21/2024	Approved				Pass

### Text of Legislative File 1070-24

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award of \$50 in Federal funds under the State Homeland Security FY2024 DHS/FEMA Grant Program from the Kentucky Office of Homeland Security, for the Div. of Police, to support training courses for bomb technicians, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the grant budget. [Div. of Police, Weathers]

**Summary**

Request Council authorization to accept additional award of \$50 from Kentucky Office of Homeland Security. The application was \$130,500 and the Division of Police has been awarded \$130,550 under the State Homeland Security FFY2024 DHS/FEMA Grant Program. No matching funds are required.

Budgetary Implications: Yes

Advance Document Review:

**Law:** N/A

**Risk Management:** N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3200-505505-5547-71299

This Fiscal Year Impact: \$130,550.00

Annual Impact: \$0

Project: STHO\_BOMB\_2025

Activity: FED\_GRANT

Budget Reference: 2025

Current Balance: BA in process



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

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: October 16, 2024**

**SUBJECT: Kentucky Office of Homeland Security FY2024 DHS/FEMA Award for  
Division of Police**

---

**Request:** Council authorization to accept additional award of \$50 from Kentucky Office of Homeland Security. The application was \$130,500 and the Division of Police has been awarded \$130,550 under the State Homeland Security FFY2024 DHS/FEMA Grant Program. No matching funds are required.

**Purpose of Request:** On April 11, 2024 (Resolution 153-2024) Council authorized to execute and submit a grant application seeking \$130,500 in federal funds from the Kentucky Office of Homeland Security under the State Homeland Security FY2024 DHS/FEMA Grant Program. Kentucky Office of Homeland Security has awarded an additional \$50 over the application amount. These funds will be used for two training classes to occur in 2025 for bomb technicians and those in training in KY. This will include two classes, totaling three weeks, supporting equipment and lodging.

**What is the cost in this budget year and future budget years?** A total of \$130,550 in federal funds has been awarded for Fiscal Year 2025. No matching funds are required. Future funding is dependent upon availability of grant funding.

**Are the funds budgeted?** Budget amendment is in process. 3200-505505-5547-71299  
STHO\_BOMB\_2025 FED\_GRANT 2025

**File Number:** 1070-24

**Director/Commissioner:** Weathers/Armstrong







**OFFICE OF THE GOVERNOR  
KENTUCKY OFFICE OF HOMELAND SECURITY**

**Andy G. Beshear**  
Governor

200 Mero Street  
Frankfort, KY 40622  
Phone 502-564-2081  
Fax 502-564-7764  
[www.homelandsecurity.ky.gov](http://www.homelandsecurity.ky.gov)

**Josiah L. Keats**  
Executive Director

October 14, 2024

The Honorable Linda Gorton  
Mayor, Lexington Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

RE: Homeland Security Grant Award for Application 24-062

Dear Mayor Gorton:

On behalf of Governor Andy Beshear, the Kentucky Office of Homeland Security would like to take this opportunity to congratulate you on the successful grant application submitted for FFY 2024 Homeland Security Grant Program. The application referenced above has been awarded grant funding in the amount of \$130,550.00.

**Approved Scope of Work:** Grant funding shall be used for the purchase of Advanced Ordnance Recognition Training and Advanced Threat Assessment Training for the five statewide FBI Certified Bomb Squads (Lexington Police Department, Louisville Metro Police Department, Owensboro Police Department, Paducah Police Department, and Kentucky State Police).

**DO NOT SPEND ANY FUNDS UNTIL WE CONTACT YOU FOR A GRANT MEETING.**

You, along with the other individuals listed on the application as project staff, will receive an email with instructions on scheduling an appointment to meet with us virtually to discuss your award. If you have any questions at any time, please do not hesitate to contact our grants management team, Jennifer Annis, Anna Roaden, and Jodie Williams at 502-892-3382 or via email at [Jennifer.Annis@ky.gov](mailto:Jennifer.Annis@ky.gov) or [Anna.Roaden@ky.gov](mailto:Anna.Roaden@ky.gov) or [Jodie.Williams@ky.gov](mailto:Jodie.Williams@ky.gov).

Again, please accept our congratulations and best wishes for a successful project. My staff and I look forward to working with you throughout the course of this grant.

Sincerely,

Josiah Keats  
Executive Director  
Kentucky Office of Homeland Security



## LFUCG Budget Amendment Request Form

[New Window](#) | [Help](#) | [Personalize Page](#)

**Requester:** Moore,Celia E      **Date:** 10/20/2024      **Status:** Pending Approval      **Amend Nbr:** 13326

**Business Unit:** LFUCG      **Journal Date:** 10/20/2024      **Budget Period:** 2025      **Bid:** ☐      **Admin Review:** ☐

▼ **Personnel, Operating & Capital Accounts**      [Personalize](#) | [Find](#) | [View All](#) | |      First ◀ **1 of 1** ▶ Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3200	505505	5547	71299	Prof Svc - Other	130,550.00	TPERKINS	KARMSTRO	

▼ **Revenue Accounts**      [Personalize](#) | [Find](#) | [View All](#) | |      First ◀ **1 of 1** ▶ Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3200	505505	5547	44010	Intergovernmental - Federal	130,550.00	TPERKINS	KARMSTRO	

► **Project/Grant Revenue**

► **Project/Grant Expenditures**

### Comments:

To establish grant budget for STHO\_BOMB\_2025.

**Net Amend Amt:** 0.00

Submit for Approval

Save

Add

RESOLUTION NO. 153 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION SEEKING \$130,500.00 IN FEDERAL FUNDS TO THE KENTUCKY OFFICE OF HOMELAND SECURITY, UNDER THE STATE HOMELAND SECURITY FY2024 DHS/FEMA GRANT PROGRAM, FOR THE DIVISION OF POLICE, TO SUPPORT TRAINING COURSES FOR BOMB TECHNICIANS, AUTHORIZING THE MAYOR TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AUTHORIZING THE MAYOR TO ACCEPT THE AWARD IF AWARDED, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND FURTHER AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED GRANT FUNDS WITHIN THE GRANT BUDGET.

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


Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant application seeking \$130,500.00 in federal funds to the Kentucky Office of Homeland Security under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Division of Police, to support training courses for bomb technicians, and authorizing the Mayor to provide any additional information requested in connection with the Grant application.


Section 2 -- That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept this Grant, if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 3 -- That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: Apr 11, 2024

  
MAYOR

ATTEST:  
  
CLERK OF URBAN COUNTY COUNCIL  
0332-24:ANB:4893-6139-8450, v. 1



RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN ADDITIONAL AWARD OF \$50.00 IN FEDERAL FUNDS UNDER THE STATE HOMELAND SECURITY FY2024 DHS/FEMA GRANT PROGRAM FROM THE KENTUCKY OFFICE OF HOMELAND SECURITY, FOR THE DIVISION OF POLICE, TO SUPPORT TRAINING COURSES FOR BOMB TECHNICIANS, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an additional award of \$50.00 of federal funds under the State Homeland Security FY2024 DHS/FEMA Grant Program from the Kentucky Office of Homeland Security, for the Division of Police, to support training courses for bomb technicians, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

RESOLUTION NO. 574 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN ADDITIONAL AWARD OF \$50.00 IN FEDERAL FUNDS UNDER THE STATE HOMELAND SECURITY FY2024 DHS/FEMA GRANT PROGRAM FROM THE KENTUCKY OFFICE OF HOMELAND SECURITY, FOR THE DIVISION OF POLICE, TO SUPPORT TRAINING COURSES FOR BOMB TECHNICIANS, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an additional award of \$50.00 of federal funds under the State Homeland Security FY2024 DHS/FEMA Grant Program from the Kentucky Office of Homeland Security, for the Division of Police, to support training courses for bomb technicians, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

  
 MAYOR

ATTEST:

  
 CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1075-24**

**File ID:** 1075-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 348-2024

**In Control:** Urban County  
Council

**File Created:** 10/17/2024

**File Name:** First Amendment to Purchase of Service Agreement  
with Lexington Fayette Animal Care and Control,  
LLC.

**Final Action:** 11/21/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute the first amendment to the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC., increasing the Contract price at an estimated cost not to exceed \$18,776, effective upon passage of Council. [Dept. of Public Safety, Armstrong]

**Notes:** Stamped and filed in the CCO. Returned to Sandra Jordan via email 12/9/2024. MS

**Sponsors:**

**Enactment Date:** 11/21/2024

**Attachments:** Animal Care & Control First Amendment Blue Sheet  
Memo, Amendment to LFACC FY'25 Purchase of  
Service Agreement (2), 1075-24- Amendment to  
PSA for LFCACC 4856-7657-1634 v.1.docx,  
R-575-2024, Contract #348-2024

**Enactment Number:** R-575-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Sandra Jordan

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

## Text of Legislative File 1075-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute the first amendment to the Purchase of Service Agreement



with Lexington-Fayette Animal Care and Control, LLC., increasing the Contract price at an estimated cost not to exceed \$18,776, effective upon passage of Council. [Dept. of Public Safety, Armstrong]

### **Summary**

Authorization to modify the Purchase of Service Agreement with Lexington Fayette Animal Care and Control, LLC, to increase the total amount by \$18,776 to provide support for the Computer Aided Dispatch (CAD) system. Funds are Budgeted. (L1075-24)(Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Gabriel Thatcher, October 8, 2024

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 1101-505002-0001-71299

This Fiscal Year Impact: \$18,776.00

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: \$50,775.92



TO: Mayor Linda Gorton  
Members, Urban County Council

FROM: Ken Armstrong, Commissioner of Public Safety

SUBJECT: First Amendment to Purchase of Service Agreement with Lexington Fayette Animal Care and Control, LLC

---

Request: Request approval to modify the Purchase of Service Agreement with Lexington Fayette Animal Care and Control, LLC, to increase the total amount by \$18,776.

Authorization to: Modify the Agreement to increase the sum by \$18,776 to provide support for the Computer Aided Dispatch (CAD) system, a record-keeping system with Kentucky Open Portal Solution (KYOPS), a Kentucky State Police driven program

Why are you requesting? Lexington Fayette Urban County Government provides funding for Lexington Fayette Animal Care and Control, LLC.

Department needs this action completed because: The actual services provided by Lexington Fayette Animal Care and Control, LLC for this fiscal year will exceed the amount of the current contract.

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

The cost for this FY is: \$18,776.00

The cost for future FY is: N/A

Are the funds budgeted? Yes

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

Account number: 1101-505002-0001-71299

File Number: 1075-24

Director/Commissioner: Ken Armstrong, Commissioner of Public Safety



**FIRST AMENDMENT TO  
PURCHASE OF SERVICE AGREEMENT**

**THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT** (the "Amendment"), dated as of \_\_\_\_\_, 2024, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "GOVERNMENT"), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Public Safety ("the SPONSOR"), and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL**, a Kentucky limited liability company (the "Organization"), whose address is 1600 Old Frankfort Pike, Lexington, Kentucky 40504, (collectively known as the "Parties").

**RECITALS**

**WHEREAS**, the Parties entered into a Purchase of Service Agreement beginning July 1, 2024 (the "Agreement"), for SPONSOR to provide certain animal care and control services described therein, effective for a period of 12 months; and

**WHEREAS**, the Parties are now desirous of amending the Purchase of Service Agreement for GOVERNMENT to provide support for the Computer Aided Dispatch ("CAD") system, a record-keeping system with Kentucky Open Portal Solution ("KYOPS"), a Kentucky State Police driven program, at an estimated cost not to exceed \$18,776.00; and

**WHEREAS**, the Parties hereby agree to amend the above-referenced Agreement and total payment amount in accordance with the terms and conditions of this Amendment.

**STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as a part of this Amendment.
2. Section 3. The Parties agree to modify Section 3 of the Agreement as follows:

"Government shall make the following additional contributions to Organization in consideration of the services provided under this Agreement:

- (a) Government shall lease thirteen (13) vehicles to Organization as further consideration for the services required by this Agreement. Said vehicles shall only be used for purposes of animal control, shall be leased to Organization for use during the term and for the purposes authorized by this



Agreement and shall be subject to the additional terms of a lease agreement between the parties.

- (b) Government shall provide to Organization funding in the amount of \$18,776.00 for access to the Computer Aided Dispatch ("CAD") system, a record-keeping system with Kentucky Open Portal Solution ("KYOPS"), a Kentucky State Police driven program, as further consideration for the services required by this Agreement."
3. Effect. All other provisions of the Agreement, which are attached hereto as "Exhibit A" and incorporated herein as if fully stated, not inconsistent with the provisions of this Amendment shall remain in full force and effect.

[Signature page follows]

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

**LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT**

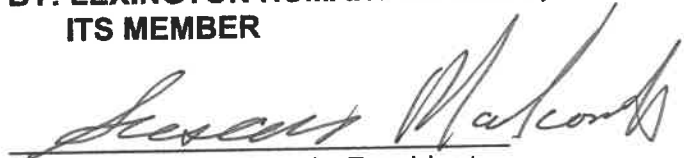
\_\_\_\_\_  
By: Linda Gorton, Mayor

ATTEST:

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

**LEXINGTON-FAYETTE COUNTY  
ANIMAL CARE AND CONTROL, LLC**

**BY: LEXINGTON HUMANE SOCIETY,  
ITS MEMBER**

  
\_\_\_\_\_  
By: Susan M. Malcomb, President

  
\_\_\_\_\_  
By: Rebecca Sherman, Chairperson  
Board of Directors

**EXHIBIT A**

**Copy of Purchase of Service Agreement**

4876-4991-1785, v. 1



RESOLUTION NO. \_\_\_\_-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE PURCHASE OF SERVICE AGREEMENT WITH LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC., INCREASING THE CONTRACT PRICE AT AN ESTIMATED COST NOT TO EXCEED \$18,776.00, EFFECTIVE UPON PASSAGE OF COUNCIL.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the First Amendment to the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC., which is attached hereto and incorporated herein by reference.

Section 2 - That an amount, not to exceed the estimated sum of \$18,776.00, be and hereby is approved for payment to Lexington-Fayette Animal Care and Control, LLC., from account number: 1101-505002-71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
1075-24:GET: 4856-7657-1634, v. 1

RESOLUTION NO. 575 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE PURCHASE OF SERVICE AGREEMENT WITH LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC., INCREASING THE CONTRACT PRICE AT AN ESTIMATED COST NOT TO EXCEED \$18,776.00, EFFECTIVE UPON PASSAGE OF COUNCIL.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the First Amendment to the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC., which is attached hereto and incorporated herein by reference.

Section 2 - That an amount, not to exceed the estimated sum of \$18,776.00, be and hereby is approved for payment to Lexington-Fayette Animal Care and Control, LLC., from account number: 1101-505002-71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

  
 \_\_\_\_\_  
 MAYOR

ATTEST:

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

1075-24:GET: 4856-7657-1634, v. 1

**FIRST AMENDMENT TO  
PURCHASE OF SERVICE AGREEMENT**

**THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT** (the "Amendment"), dated as of December, 2024, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "GOVERNMENT"), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Public Safety ("the SPONSOR"), and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL**, a Kentucky limited liability company (the "Organization"), whose address is 1600 Old Frankfort Pike, Lexington, Kentucky 40504, (collectively known as the "Parties").

**RECITALS**

**WHEREAS**, the Parties entered into a Purchase of Service Agreement beginning July 1, 2024 (the "Agreement"), for SPONSOR to provide certain animal care and control services described therein, effective for a period of 12 months; and

**WHEREAS**, the Parties are now desirous of amending the Purchase of Service Agreement for GOVERNMENT to provide support for the Computer Aided Dispatch ("CAD") system, a record-keeping system with Kentucky Open Portal Solution ("KYOPS"), a Kentucky State Police driven program, at an estimated cost not to exceed \$18,776.00; and

**WHEREAS**, the Parties hereby agree to amend the above-referenced Agreement and total payment amount in accordance with the terms and conditions of this Amendment.

**STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as a part of this Amendment.
2. Section 3. The Parties agree to modify Section 3 of the Agreement as follows:

"Government shall make the following additional contributions to Organization in consideration of the services provided under this Agreement:

- (a) Government shall lease thirteen (13) vehicles to Organization as further consideration for the services required by this Agreement. Said vehicles shall only be used for purposes of animal control, shall be leased to Organization for use during the term and for the purposes authorized by this



Agreement and shall be subject to the additional terms of a lease agreement between the parties.

(b) Government shall provide to Organization funding in the amount of \$18,776.00 for access to the Computer Aided Dispatch ("CAD") system, a record-keeping system with Kentucky Open Portal Solution ("KYOPS"), a Kentucky State Police driven program, as further consideration for the services required by this Agreement."

3. Effect. All other provisions of the Agreement, which are attached hereto as "Exhibit A" and incorporated herein as if fully stated, not inconsistent with the provisions of this Amendment shall remain in full force and effect.

[Signature page follows]

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

**LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT**



By: Linda Gorton, Mayor

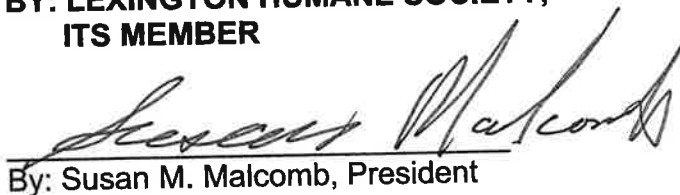
ATTEST:

  
Clerk of the Urban County Council

Deputy

**LEXINGTON-FAYETTE COUNTY  
ANIMAL CARE AND CONTROL, LLC**

**BY: LEXINGTON HUMANE SOCIETY,  
ITS MEMBER**

  
By: Susan M. Malcomb, President

  
By: Rebecca Sherman, Chairperson  
Board of Directors

**EXHIBIT A**

**Copy of Purchase of Service Agreement**

4876-4991-1785, v. 1





# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1076-24**

**File ID:** 1076-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 371-2024

**In Control:** Urban County  
Council

**File Created:** 10/17/2024

**File Name:** Agreement with Studio46 for creating and production  
of a Public Safety recruiting video.

**Final Action:** 11/21/2024

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Studio46, for creation and production of a Public Safety recruiting video at a cost not to exceed \$36,260. [Dept. of Public Safety, Armstrong]

**Notes:** stamped and filed in the CCO. returned to Sandra Jordan 1/24/2025. MS

**Sponsors:**

**Enactment Date:** 11/21/2024

**Attachments:** Blue Sheet Memo 1076-24 Agreement with Studio46,  
Studio 46 Quote-24-0572.2 10-16-2024, 1076-24  
studio46 4867-8362-1107 v.1.doc, R-576-2024,  
Contract #371-2024

**Enactment Number:** R-576-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Sandra Jordan

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

## Text of Legislative File 1076-24

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Studio46, for creation and production of a Public Safety recruiting video at a cost not to exceed \$36,260. [Dept. of Public Safety, Armstrong]

### Summary

Authorization to enter into an Agreement with Studio46 for the creation and production of a Public Safety recruiting video at a cost of \$36,260. Funds are Budgeted. (L1076-24)  
(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner 10/14/2024

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 1101-505001-5011-75106

This Fiscal Year Impact: \$36,260.00

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: \$100,000.00



TO: Mayor Linda Gorton  
Members, Urban County Council

FROM: Ken Armstrong, Commissioner of Public Safety

DATE: October 17, 2024

SUBJECT: Agreement with Studio46 for creation and production of a Public Safety Recruiting Video

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Request: Request Council authorization to enter into an agreement with Studio46 for creation and production of a Public Safety recruiting video.

Why are you requesting? The video will showcase the excellence of Lexington's Public Safety teams while highlighting the city's beauty and charm. The video will be used as a recruiting tool to position Lexington as an attractive place to work and live.

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

The cost for this FY is: \$36,260.00

The cost for future FY is: N/A

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process: Funds are budgeted for FY 2025.

Account number: 1101-505001-5011-75106

File Number: 1076-24

Commissioner: Ken Armstrong, Commissioner of Public Safety







# STUDIO46

VIDEO PRODUCTION | LIVE EVENT SERVICES


PROPOSAL FOR:

## LFUCG - Division of Public Safety

- ▶ QUOTE #: 24-0572
- ▶ PROJECT NAME: LFUCG PUBLIC SAFETY 2024
- ▶ START DATE:

ACCOUNT MANAGER

**LANDERS PANNELL**

(859) 977-5846 

LANDERS@STUDIO46MEDIA.COM

**318**



# Why Studio46?

## WE DO IT ALL

Studio46 Media is comprised of three divisions, each focusing on a different aspect of production – video, live event, and creative services – making us a one-stop shop for our clients' creative needs.

## TEAMWORK MAKES THE DREAM WORK

Our team of industry professionals – including videographers, editors, writers, live event producers, and FAA licensed drone/UAV pilots have decades of experience on local, regional, national, and international projects. If you dream it, they can do it.

## STORYTELLERS

Studio46 Media is passionate about telling stories, and we want to tell yours. Whether it is in the form of an unforgettable video, a high-quality live event, or the perfect marketing collateral, we care about your message and how it is shared with those who need to hear it.

### Video Content Production

- ▶ 8K Video Production
- ▶ Editing
- ▶ Graphic Design
- ▶ Live Streaming
- ▶ Aerial Drone Videography
- ▶ 2D/3D Animation

### Live Events

- ▶ Audio
- ▶ Video
- ▶ Lighting
- ▶ Staging/Scenic
- ▶ Live Event Management

### Creative Services

- ▶ Graphic Design
- ▶ Web Design
- ▶ Marketing
- ▶ Social Media
- ▶ Digital Signage
- ▶ Branding
- ▶ Creative Strategy





## CLIENT

LFUCG - Division of Public Safety  
200 East Main Street  
Lexington, KY 40507  
US  
Phone: 859-258-3103

## EVENT DETAILS

Quote #: 24-0572

Project Name: LFUCG PUBLIC SAFETY 2024

Est. Start Date:

QTY	DESCRIPTION	TIME	RATE
<b>Creative Brief</b>			
<p>This project involves creating 1 recruitment video that showcases the excellence of Lexington's Public Safety teams while highlighting the city's beauty and charm. This video will be a 2-3 minute longform video, which will focus on the "Public Safety Family" and the vibrant, safe city they serve. This video will be friendly, energetic, and provide a tourism-like perspective, positioning Lexington as an attractive place to work and live.</p> <p>This quote includes production time to accommodate for any additional footage to be used for future branding or marketing for Lexington Public Safety.</p>			
<b>Pre-Production / Creative Development</b>			
1	Producer	6	Day Rate
<i>Script Writing</i>			
<b>Pre-Production / Creative Development Total:</b>			<b>4,560.00</b>





QTY	DESCRIPTION	TIME	RATE
<b>Production</b>			
2	Production Crew	4	Day Rate
	2-Person Production Crew Capturing B-Roll of Community Events in Half-Day (4-Hour) Increments		
3	Production Crew	6	Day Rate
	3-Person Production Crew - Capturing planned footage for scripted components of a 2-3 minute long-form recruitment video focusing on the "Public Safety Family."		
	Available Equipment for Production Crew: The total amount of equipment that can be used will vary based on the project's crew size and needs.		
	Cameras & Lenses: 4K Canon C200 Cameras, 4K Sony A7iii Camera, 8K Red Ranger Helium Camera, and Cine-Prime & Standard Lenses		
	Lighting: Interview Lighting Kits, Soft-box lights, Punch lights, 3-Point Lighting Kit, Lighting Flags, 8x8 or 10x10 Silk w/Combo Stands		
	Audio: Boom Microphone, Wired and/or Wireless Lavalier Microphones, Field Audio Mixer / Recorder		
	Support / Grip: Tripods, Ronin Camera Stabilizer, Teleprompter, Dolly & Track, Slider, Cine-Crane, Vehicle Mount, Wireless Video Monitoring, Green Screen, and Powered Production Carts		
	FAA Licensed UAV Pilots (2-Person Crew) » Includes filing any necessary paperwork and FAA clearances » Unmanned Aerial Vehicle (UAV)s • DJI Inspire 3 Drone, 8K camera • DJI Inspire 2 Drone, 6K camera • DJI FPV Drone, 4K camera		
<b>Production Total:</b>			<b>26,000.00</b>

# Estimate

CONTINUED

LANDERS PANNELL

(859) 977-5846

LANDERS@STUDIO46MEDIA.COM



QTY	DESCRIPTION	TIME	RATE
Post-Production			
1	Editor/ Motion Graphics	5	Day Rate
1	Voice-Over		Each
<i>Estimated voice-over cost of \$700 is an approximation and will be billed as actual.</i>			
Post-Production Total:			5,700.00
Logistics & Travel			
1	Travel Will Be Billed To Actual		

SUBTOTAL:	\$36,260.00
TOTAL PRE-TAX:	\$36,260.00
SALES TAX:	\$0.00
TOTAL:	\$36,260.00
TOTAL APPLIED PAYMENTS:	\$0.00
BALANCE DUE:	\$36,260.00

# Confirmation

LANDERS PANNELL

(859) 977-5846

LANDERS@STUDIO46MEDIA.COM



## CLIENT

LFUCG on behalf of the  
Department of Public Safety  
200 East Main Street  
Lexington, KY 40507  
Phone: 859-258-3103

## EVENT DETAILS

Quote #: 24-0572

Project Name: LFUCG PUBLIC SAFETY 2024

Est. Start Date:

LOAD IN	EVENT START	LOAD OUT

CUSTOMER PO	TERMS	DEPOSIT DUE DATE	DEPOSIT TOTAL	TOTAL
	Net 30			\$36,260.00

This Proposal Confirmation (this "**Confirmation**"), dated as of 09/26/2024 (the "**Effective Date**"), is by and between Davis H. Elliot Company, Inc. d/b/a Studio46 Media, a Kentucky corporation, with offices located at 605 Blue Sky Pkwy, Lexington, KY 40509 (the "**Company**") and LFUCG on behalf of the Department of Public Safety, with offices located at 200 East Main Street, Lexington, KY 40507, US (the "**Client**").

By executing this Confirmation of Quote 24-0572, Company and Client acknowledge the Proposal Terms and Conditions (**Exhibit 1**) and agree to enter into the Proposal.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmation as of the Effective Date.

DAVIS H. ELLIOT COMPANY, INC.  
D/B/A STUDIO46 MEDIA

LFUCG on behalf of the  
Department of Public Safety

DATE

DATE

COMPANY SIGNATURE

CLIENT SIGNATURE

NAME / TITLE

NAME / TITLE



1. **Services.** Company shall provide to Client the services (the "**Services**") set forth herein. Company shall provide the Services (a) in accordance with the terms and subject to the conditions set forth herein; (b) using personnel of required skill, experience, licenses, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in Company's field; and (e) to the reasonable satisfaction of Client.
2. **Estimate.** This Proposal was developed based upon information provided by Client. This Proposal is only an estimate of equipment, services, and labor to be provided in connection with the applicable video production and/or live event production (the "Production"). Client will be charged, and is responsible for paying for, the cost of the actual amount of the equipment, services, and labor provided in connection with the Production should it be greater than the amount specified herein. Unless itemized in in this Proposal, all pricing excludes sales tax, freight, shipping/handling, and electrical charges (if applicable), which will be charged and due within thirty (30) calendar days from the date Client receives the final invoice.
3. **Client's Obligations.** Client shall (a) provide Company with access to Client's premises, office accommodation, and other facilities as may reasonably be required by Company for the purposes of performing the Services; (b) respond promptly to any Company request for information or approvals that Company requires to perform the Services, including but not limited to signing off on any scripts and approving any edits of the Production in a timely manner (2 business days or sooner) or it will impact deliverable date.
4. **Cancellation.** If Client cancels the Services by Company more than thirty (30) days prior to the Production date identified herein, no cancellation charges shall apply except for any expenses actually incurred by Company. Any deposits will be refunded less any incurred expenses. Cancellations received less than thirty (30) days but more than fifteen (15) days prior to the Production date identified herein shall be subject to cancellation charges equal to 50% of the total estimate of charges described on the most recent quote. Cancellations received less than fifteen (15) days but more than 72 hours prior to the Production date identified herein shall be subject to a cancellation charge equal to 75% of the total estimate of charges described on the most recent quote. Cancellations received 72 hours or less before the Production date identified herein, or after equipment has departed from its storage facility, will be subject to a cancellation charge equal to 100% of the total estimate of charges described on the most recent quote. Client agrees and acknowledges that the cancellation charges described in this Section are reasonable and appropriate should Client cancel the Services. Cancellation fees, including fees to cover any incurred cost, shall be due immediately upon any such cancellation by Client.

ALL CANCELATION NOTICES MUST BE IN WRITING AND RECEIVED AND ACKNOWLEDGED BY COMPANY BEFORE BECOMING EFFECTIVE. IF ANY CUSTOM MATERIALS ARE REQUIRED FOR THE SERVICES TO BE PROVIDED THEN AN ADDITIONAL CANCELATION FEE WILL BE APPLICABLE AND DUE TO COMPANY REGARDLESS OF THE DATE OF CANCELATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY COMPANY OR ITS AFFILIATES IN PREPARING SUCH CUSTOM MATERIALS PLUS A 15% ADMINISTRATION FEE.

5. **Non-Exclusive Agreement.** It is understood and agreed that this Proposal does not grant to Company any exclusive business with Client and does not grant to Client any exclusive rights to do business with Company. Nothing in this Proposal prevents Company from marketing, developing, using, and providing similar services to other clients.

## 6. Fees and Expenses; Payment Terms.

- 6.1. **In General.** In consideration of the provision of the Services by Company and the rights granted to Client under this Proposal, Client shall pay the fees as follows:
  - (a) **Time and Materials.** For Services provided on a time and materials basis, Client shall pay fees (the "Fees") calculated in accordance with Company's fee rates as set forth herein.
  - (b) **Fixed Price.** Where Services are provided for a fixed price, the total Fees shall be the amount set out herein.
  - (c) **Change in Scope.** Client acknowledges that any changes and/or additions made by Client to the Services herein may increase the total Fees for which Client will be responsible for paying.
  - (d) **Expense Reimbursement.** Client shall reimburse Company for all reasonable travel and out-of-pocket expenses incurred by Company in performing the Services at Company's actual cost.
  - (e) **Labor Rates.** Hourly labor rates, minimum calls, overtime labor rates, daily labor rates, and per diems apply and are based upon prevailing rates and practices at the venue where the Services are to be performed and the business division providing the equipment and services. Labor estimates were developed based on information provided by Client. All labor calls are subject to minimum charge periods based on local venue rules, servicing division policies, and/or union rules, as they may apply. In the event that an employee works more hours than estimated herein, Client will be billed the appropriate prevailing or premium rate for the additional hours worked.
  - (f) **Service Charges.** Service Charges are billed in association with the Production. Service Charges are not gratuities that are paid in whole or in part to Company (or other) employees in connection with the Production and amounts comprising Service Charges are not otherwise shared with Company employees.
  - (g) **Equipment Rates.** Unless otherwise noted, all rates are based upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00 a.m. and continuing through 11:59 p.m. Client agrees to pay the rental fees set forth herein for the stipulated period. Any equipment that is used and/or retained by Client for a longer period shall be subject to Company's prevailing rates until the equipment is returned.
- 6.2. **Deposit; Final Payment.** Client shall make a deposit of 25% of the Fees at the time of signing this Proposal. The deposit received will be credited to the final invoice of the Services. Client shall be required to make full and final payment of all remaining Fees within thirty (30) calendar days from the date Client receives the final invoice of the Services.
- 6.3. **Late Payment; Collection.** Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances, including but not limited to collection fees, filing fees, and court costs.
- 6.4. **Taxes.** Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder except for any taxes imposed on, or with

respect to, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets. Sales tax exempt entities must submit sales tax exemption certificates prior to the Ship Date identified herein.

7. **Staff and Subcontractors.** Company may engage assistants, employees, independent contractors, and/or subcontractors, at Company's sole discretion, for completing the Services.
8. **Equipment.**
- 8.1 **Equipment Handling.** All equipment and related accessories must be handled by Company personnel only. Equipment may not be moved, stored, or serviced by Client or any other party. Client may not operate the equipment unless authorized by Company. Client will incur additional charges if equipment is moved or relocated by Client or any other party. Client agrees that Company shall be permitted free access to the equipment at any time before, during, and/or after the event for purposes of set up, maintenance, and routine checks. Company retains all right and title in and to the equipment and all related accessories.
- 8.2. **Damage and Security.** Client shall be responsible for all equipment that is damaged, lost, or stolen (whether by use, misuse, accident, or neglect), unless caused by Company's negligence. Upon demand by Company, Client agrees to pay company all amounts incurred by Company due to damaged, lost, and/or stolen equipment based upon repair costs for repairable equipment or full replacement cost for lost or irreparable equipment. Additionally, Client shall be responsible for any rental fees incurred by Company while equipment is being repaired and/or replaced. If security is required by Client, or deemed necessary by Company, to protect the equipment during the event then Client shall be responsible for all costs in connection with the provision of security.
- 8.3. **Equipment Failure.** Company maintains and services its equipment in accordance with the manufacture's specifications and industry practice. Company does not, however, warrant or guarantee that the equipment or services being provided will be free of defect, malfunction, or operator error. If the equipment malfunctions or does not operate properly during the Production for any reason whatsoever, Client agrees to immediately notify Company. Company will attempt to remedy the problem as soon as possible so that the Production is not interrupted. Client agrees and acknowledges that Company assumes no responsibility or liability for any loss, cost, damage, or injury to persons or property in connection with the Production as a result of inoperable equipment or otherwise. Under no circumstances will Company be responsible for any indirect, special, or consequential damages (including, but not limited to, loss of profits, interest, earnings, or use) whether arising in contract, tort, or otherwise in connection with the Production.
9. **Intellectual Property.**
- 9.1. **Ownership of Intellectual Property.** Except as set forth in Section 9.2 and 9.3, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Client under this Proposal or prepared by or on behalf of Company in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by Client. Company agrees and will cause its Company personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire,"

Company hereby irrevocably assigns and shall cause its personnel to irrevocably assign to Client all Intellectual Property Rights worldwide in the Deliverables. Company shall cause its personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

- 9.2. **Company's Pre-Existing Intellectual Property.** All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Company in performing the Services and developed or acquired by the Company prior to or independently of this Proposal (collectively, "**Company's Pre-Existing Materials**") shall be owned exclusively by Company and its licensors. Company hereby grants Client a limited, revocable, non-transferable, non-sublicensable, worldwide, non-exclusive license to use, display, and reproduce any of Company's Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to Company's Pre-Existing Materials are expressly reserved by Company.
- 9.3. **Client's Pre-Existing Intellectual Property.** All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials owned by Client prior to or independently of this Proposal (collectively, "**Client's Pre-Existing Materials**") shall be owned exclusively by Client. Client hereby grants Company a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, fully paid, and sublicensable license to use, display, and reproduce any of Client's Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to Client's Pre-Existing Materials are expressly reserved by Client.
- 9.4. **Creation of Content.** Company may, as part of its provision of the Services, create photographs, videos, audio files, graphics, or other materials based on the Deliverables, Client's Pre-Existing Materials, or Services provided (the "**Content**").
- 9.5. **Publicity License and Release.** Client grants to Company a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, fully paid, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and display the Content and any name, username, or likeness provided in connection with the Content in all media formats and channels now known or later developed without compensation to Client. If Client's name, voice, image, persona, likeness, or performance is included in any Content, Client hereby waives and releases Company from any claim or cause of action, whether known or unknown, for defamation, copyright infringement, trademark infringement, rights of publicity or privacy, or any similar claim arising out of the use of Content in accordance with the license in this Proposal. **Studio 46 is not allowed to use the LFUCG Seal for any advertising or promotion.**
- 9.6. **Licensing.** Client is responsible for securing any and all necessary licensing agreements to ensure third party Intellectual Property Rights are not infringed by Company in performing this Proposal. Client may request, in writing, that Company handle any and all necessary licensing agreements to ensure third party Intellectual Property Rights are not infringed by Company in performing this Proposal. Client acknowledges that such a request for company to secure any and all necessary licensing agreements for third party Intellectual Property Rights will be an addition to this document and will increase the total Fees for which Client will be responsible for paying.
- 9.7. **Third Party Claims of Intellectual Property.** Client warrants that, unless agreed otherwise by the parties, it has secured any and all necessary licensing for third party Intellectual Property Rights and that Company will not infringe any third party Intellectual Property Rights in performing this Proposal. Client further warrants that Client's Pre-Existing Materials do not, and will not, infringe any third party trademarks, copyrights, patents, trade secrets, or other intelli

If a third party takes action against Company for any infringements of this nature then Client will either defend or settle the claim on behalf of Company. Client will pay all settlement costs, damages, and legal fees and expenses on behalf of Company.

10. **Indemnification.** To the extent allowable by law Each party ("**Indemnifying Party**") shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, affiliates, successors, and permitted assigns ("**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and costs, awarded against Indemnified Party in a final, non-appealable judgment (collectively, "**Losses**"), relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from Indemnifying Party's willful, fraudulent, or grossly negligent acts or omissions; or (b) Indemnifying Party's negligence, willful misconduct, or material breach of this Proposal, including but not limited to material breach of any representation or warranty made by Indemnifying Party in this Proposal. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Client.
11. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION, COMPANY'S AGGREGATE LIABILITY TO CLIENT UNDER ANY CIRCUMSTANCES SHALL BE STRICTLY LIMITED TO AN AMOUNT EQUAL TO THE ACTUAL FEES PAID TO COMPANY IN CONNECTION WITH THE SERVICES. UNDER NO CIRCUMSTANCES SHALL COMPANY'S LIABILITY EXCEED SUCH FEES PAID BY CLIENT TO COMPANY IN CONNECTION WITH THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS PROPOSAL, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS PROPOSAL, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Company shall be liable for personal injury and property damage caused by the willful or negligent conduct of its employees while on Client property.
12. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Proposal, for any failure or delay in fulfilling or performing any term of this Proposal (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from events outside of the party's reasonable control ("**Force Majeure Events**"), including but not limited to acts of God; flood, fire, earthquake, other potential disasters or catastrophes, such as epidemics or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; government order or law; actions, embargoes, or blockades in effect on or after the date of this Proposal; action by any governmental authority; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; and shortage of adequate power or transportation facilities. The affected party shall give notice of the delay and its cause to the other party to whom performance is owed within five (5) days of the commencement of such delay. The affected party shall resume performance under this Proposal as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.
13. **Miscellaneous**
- 13.1. **Meals.** Client shall provide meals to all Company employees and/or subcontractors present for the Production as well as the set up and tear down of the Production. If Client chooses not to provide meals then Client shall reimburse Company for all reasonable meal expenses incurred by Company before, during, and after the Production.
- 13.2. **Insurance.** Company has or will obtain prior to performing the Services all legally required and industry standard insurance related to its provision of the Services.
- 13.3. **Independent Contractors.** The parties are independent contractors, and nothing contained in this Proposal shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.
- 13.4. **Non-Solicitation.** Client acknowledges and agrees that during the term of this Proposal and for a period of one (1) year following the termination of this Proposal, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce, or influence any of Company's assistants, employees, or contractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit, or otherwise influence any assistants, employees, or contractors of Company to discontinue such employment or agency relationship with Company. In the event that Client violates the terms of the restrictive covenants in this Section, the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, Company may seek injunctive relief or other equitable relief in addition to any other rights and remedies available to it at law.
- 13.5. **Notice.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on confirmation page. All Notices shall be delivered by email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Proposal, a Notice is effective only (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.
- 13.6. **Entire Agreement; Order of Precedence.** This Proposal constitutes the sole and entire agreement of the parties to this Proposal with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The parties expressly agree that the Quote provided herein is an estimate and is subject to change.
- 13.7. **Assignment.** Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Proposal without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and
- 13.8. **No Third-Party Beneficiaries.** This Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Proposal.
- 13.9. **Amendment and Modification; Waiver.** The Services, and specifically the Quote herein, may be updated from time to time. Moreover, certain Fees may not be expressly provided for herein. Any update to the Services and Quote will be governed by this Proposal. This Proposal may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No failure to exercise any rights, remedy, power, or privilege ("**Right(s)**") arising from this Proposal shall operate or be construed as a waiver thereof. No single or partial exercise of any Right hereunder precludes any other or further exercise thereof or the exercise of any other Right.



- 13.10** Severability. No invalidity, illegality, or unenforceability of any provision herein in any jurisdiction shall affect any other term or provision of this Proposal or invalidate or render such provision unenforceable in any other jurisdiction. If any provision is determined to be invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Proposal so as to effect the original intent of the parties as closely as possible
- 13.11** Governing Law: Submission to Jurisdiction. This Proposal shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Proposal or the Services provided hereunder shall be instituted exclusively in the state or federal courts in Lexington, Fayette County, Kentucky, and each party irrevocably:
- (a) submits to the exclusive jurisdiction of such courts; and (b) waives any objection to such courts based on venue or inconvenience. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- 13.12** Counterparts. This Proposal may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Proposal delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Proposal.

RESOLUTION NO. \_\_\_\_-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH STUDIO46, FOR CREATION AND PRODUCTION OF A PUBLIC SAFETY RECRUITING VIDEO AT A COST NOT TO EXCEED \$36,260.00.

—

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Studio46, for creation and production of a Public Safety recruiting video.

Section 2 - That an amount, not to exceed the sum of \$36,260.00, be and hereby is approved for payment to Studio46, from account #1101-505001-75106

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
1076-24:MRS: 4867-8362-1107, v. 1

RESOLUTION NO. 576 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH STUDIO46, FOR CREATION AND PRODUCTION OF A PUBLIC SAFETY RECRUITING VIDEO AT A COST NOT TO EXCEED \$36,260.00.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Studio46, for creation and production of a Public Safety recruiting video.

Section 2 - That an amount, not to exceed the sum of \$36,260.00, be and hereby is approved for payment to Studio46, from account #1101-505001-75106

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

---

MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

1076-24:MRS: 4867-8362-1107, v. 1





# STUDIO46

VIDEO PRODUCTION | LIVE EVENT SERVICES


PROPOSAL FOR:


## LFUCG - Division of Public Safety

- ▶ QUOTE #: 24-0572
- ▶ PROJECT NAME: LFUCG PUBLIC SAFETY 2024
- ▶ START DATE:

ACCOUNT MANAGER

**LANDERS PANNELL**

(859) 977-5846 

LANDERS@STUDIO46MEDIA.COM 



# Why Studio46?

## WE DO IT ALL

Studio46 Media is comprised of three divisions, each focusing on a different aspect of production – video, live event, and creative services – making us a one-stop shop for our clients' creative needs.

## TEAMWORK MAKES THE DREAM WORK

Our team of industry professionals – including videographers, editors, writers, live event producers, and FAA licensed drone/UAV pilots have decades of experience on local, regional, national, and international projects. If you dream it, they can do it.

## STORYTELLERS

Studio46 Media is passionate about telling stories, and we want to tell yours. Whether it is in the form of an unforgettable video, a high-quality live event, or the perfect marketing collateral, we care about your message and how it is shared with those who need to hear it.

### Video Content Production

- ▶ 8K Video Production
- ▶ Editing
- ▶ Graphic Design
- ▶ Live Streaming
- ▶ Aerial Drone Videography
- ▶ 2D/3D Animation

### Live Events

- ▶ Audio
- ▶ Video
- ▶ Lighting
- ▶ Staging/Scenic
- ▶ Live Event Management

### Creative Services

- ▶ Graphic Design
- ▶ Web Design
- ▶ Marketing
- ▶ Social Media
- ▶ Digital Signage
- ▶ Branding
- ▶ Creative Strategy



605 Blue Sky Pkwy  
Lexington, KY 40509



**CLIENT**

LFUCG - Division of Public Safety  
200 East Main Street  
Lexington, KY 40507  
US  
Phone: 859-258-3103

**EVENT DETAILS**

Quote #: 24-0572  
Project Name: LFUCG PUBLIC SAFETY 2024  
Est. Start Date:

QTY	DESCRIPTION	TIME	RATE
<b>Creative Brief</b>			
This project involves creating 1 recruitment video that showcases the excellence of Lexington's Public Safety teams while highlighting the city's beauty and charm. This video will be a 2-3 minute longform video, which will focus on the "Public Safety Family" and the vibrant, safe city they serve. This video will be friendly, energetic, and provide a tourism-like perspective, positioning Lexington as an attractive place to work and live.			
This quote includes production time to accommodate for any additional footage to be used for future branding or marketing for Lexington Public Safety.			
<b>Pre-Production / Creative Development</b>			
1	Producer	6	Day Rate
<i>Script Writing</i>			
<b>Pre-Production / Creative Development Total:</b>			<b>4,560.00</b>



QTY	DESCRIPTION	TIME	RATE
<b>Production</b>			
2	Production Crew	4	Day Rate
	2-Person Production Crew Capturing B-Roll of Community Events in Half-Day (4-Hour) Increments		
3	Production Crew	6	Day Rate
	3-Person Production Crew - Capturing planned footage for scripted components of a 2-3 minute long-form recruitment video focusing on the "Public Safety Family."		
	Available Equipment for Production Crew: The total amount of equipment that can be used will vary based on the project's crew size and needs.		
	Cameras & Lenses: 4K Canon C200 Cameras, 4K Sony A7iii Camera, 8K Red Ranger Helium Camera, and Cine-Prime & Standard Lenses		
	Lighting: Interview Lighting Kits, Soft-box lights, Punch lights, 3-Point Lighting Kit, Lighting Flags, 8x8 or 10x10 Silk w/Combo Stands		
	Audio: Boom Microphone, Wired and/or Wireless Lavaliers Microphones, Field Audio Mixer / Recorder		
	Support / Grip: Tripods, Ronin Camera Stabilizer, Teleprompter, Dolly & Track, Slider, Cine-Crane, Vehicle Mount, Wireless Video Monitoring, Green Screen, and Powered Production Carts		
	FAA Licensed UAV Pilots (2-Person Crew) » Includes filing any necessary paperwork and FAA clearances » Unmanned Aerial Vehicle (UAV)s • DJI Inspire 3 Drone, 8K camera • DJI Inspire 2 Drone, 6K camera • DJI FPV Drone, 4K camera		
<b>Production Total:</b>			<b>26,000.00</b>

# Estimate

CONTINUED

LANDERS PANNELL

(859) 977-5846

LANDERS@STUDIO46MEDIA.COM

QTY	DESCRIPTION	TIME	RATE
<b>Post-Production</b>			
1	Editor/ Motion Graphics	5	Day Rate
1	Voice-Over		Each
<i>Estimated voice-over cost of \$700 is an approximation and will be billed as actual.</i>			
<b>Post-Production Total:</b>			<b>5,700.00</b>
<b>Logistics &amp; Travel</b>			
1	Travel Will Be Billed To Actual		

<b>SUBTOTAL:</b>	\$36,260.00
<b>TOTAL PRE-TAX:</b>	\$36,260.00
<b>SALES TAX:</b>	\$0.00
<b>TOTAL:</b>	<b>\$36,260.00</b>
<b>TOTAL APPLIED PAYMENTS:</b>	\$0.00
<b>BALANCE DUE:</b>	<b>\$36,260.00</b>



605 Blue Sky Pkwy  
Lexington, KY 40509

# Confirmation

LANDERS PANNELL

(859) 977-5846

LANDERS@STUDIO46MEDIA.COM

## CLIENT

LFUCG on behalf of the  
Department of Public Safety  
200 East Main Street  
Lexington, KY 40507  
Phone: 859-258-3103

## EVENT DETAILS

Quote #: 24-0572

Project Name: LFUCG PUBLIC SAFETY 2024

Est. Start Date:

LOAD IN		EVENT START		LOAD OUT	
CUSTOMER PO	TERMS	DEPOSIT DUE DATE	DEPOSIT TOTAL	TOTAL	
	Net 30			\$36,260.00	

This Proposal Confirmation (this "**Confirmation**"), dated as of 09/26/2024 (the "**Effective Date**"), is by and between Davis H. Elliot Company, Inc. d/b/a Studio46 Media, a Kentucky corporation, with offices located at 605 Blue Sky Pkwy, Lexington, KY 40509 (the "**Company**") and LFUCG on behalf of the Department of Public Safety, with offices located at 200 East Main Street, Lexington, KY 40507, US (the "**Client**").

By executing this Confirmation of Quote 24-0572, Company and Client acknowledge the Proposal Terms and Conditions (**Exhibit 1**) and agree to enter into the Proposal.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmation as of the Effective Date.

DAVIS H. ELLIOT COMPANY, INC.  
D/B/A STUDIO46 MEDIA

1-23-2025  
DATE

*Bryan M. Dowell*  
COMPANY SIGNATURE

BRYAN M. DOWELL, VICE PRESIDENT  
NAME / TITLE

LFUCG on behalf of the  
Department of Public Safety

1/24/2025  
DATE

*Linda Gorton*  
CLIENT SIGNATURE

Linda Gorton, Mayor  
NAME / TITLE



605 Blue Sky Pkwy  
Lexington, KY 40509



1. Services. Company shall provide to Client the services (the "Services") set forth herein. Company shall provide the Services (a) in accordance with the terms and subject to the conditions set forth herein; (b) using personnel of required skill, experience, licenses, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in Company's field; and (e) to the reasonable satisfaction of Client.
2. Estimate. This Proposal was developed based upon information provided by Client. This Proposal is only an estimate of equipment, services, and labor to be provided in connection with the applicable video production and/or live event production (the "Production"). Client will be charged, and is responsible for paying for, the cost of the actual amount of the equipment, services, and labor provided in connection with the Production should it be greater than the amount specified herein. Unless itemized in this Proposal, all pricing excludes sales tax, freight, shipping/handling, and electrical charges (if applicable), which will be charged and due within thirty (30) calendar days from the date Client receives the final invoice.
3. Client's Obligations. Client shall (a) provide Company with access to Client's premises, office accommodation, and other facilities as may reasonably be required by Company for the purposes of performing the Services; (b) respond promptly to any Company request for information or approvals that Company requires to perform the Services, including but not limited to signing off on any scripts and approving any edits of the Production in a timely manner (2 business days or sooner) or it will impact deliverable date.
4. Cancellation. If Client cancels the Services by Company more than thirty (30) days prior to the Production date identified herein, no cancellation charges shall apply except for any expenses actually incurred by Company. Any deposits will be refunded less any incurred expenses. Cancellations received less than thirty (30) days but more than fifteen (15) days prior to the Production date identified herein shall be subject to cancellation charges equal to 50% of the total estimate of charges described on the most recent quote. Cancellations received less than fifteen (15) days but more than 72 hours prior to the Production date identified herein shall be subject to a cancellation charge equal to 75% of the total estimate of charges described on the most recent quote. Cancellations received 72 hours or less before the Production date identified herein, or after equipment has departed from its storage facility, will be subject to a cancellation charge equal to 100% of the total estimate of charges described on the most recent quote. Client agrees and acknowledges that the cancellation charges described in this Section are reasonable and appropriate should Client cancel the Services. Cancellation fees, including fees to cover any incurred cost, shall be due immediately upon any such cancellation by Client.

ALL CANCELATION NOTICES MUST BE IN WRITING AND RECEIVED AND ACKNOWLEDGED BY COMPANY BEFORE BECOMING EFFECTIVE. IF ANY CUSTOM MATERIALS ARE REQUIRED FOR THE SERVICES TO BE PROVIDED THEN AN ADDITIONAL CANCELATION FEE WILL BE APPLICABLE AND DUE TO COMPANY REGARDLESS OF THE DATE OF CANCELATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY COMPANY OR ITS AFFILIATES IN PREPARING SUCH CUSTOM MATERIALS PLUS A 15% ADMINISTRATION FEE.

5. Non-Exclusive Agreement. It is understood and agreed that this Proposal does not grant to Company any exclusive business with Client and does not grant to Client any exclusive rights to do business with Company. Nothing in this Proposal prevents Company from marketing, developing, using, and providing similar services to other clients.

## 6. Fees and Expenses; Payment Terms.

- 6.1. In General. In consideration of the provision of the Services by Company and the rights granted to Client under this Proposal, Client shall pay the fees as follows:
  - (a) Time and Materials. For Services provided on a time and materials basis, Client shall pay fees (the "Fees") calculated in accordance with Company's fee rates as set forth herein.
  - (b) Fixed Price. Where Services are provided for a fixed price, the total Fees shall be the amount set out herein.
  - (c) Change in Scope. Client acknowledges that any changes and/or additions made by Client to the Services herein may increase the total Fees for which Client will be responsible for paying.
  - (d) Expense Reimbursement. Client shall reimburse Company for all reasonable travel and out-of-pocket expenses incurred by Company in performing the Services at Company's actual cost.
  - (e) Labor Rates. Hourly labor rates, minimum calls, overtime labor rates, daily labor rates, and per diems apply and are based upon prevailing rates and practices at the venue where the Services are to be performed and the business division providing the equipment and services. Labor estimates were developed based on information provided by Client. All labor calls are subject to minimum charge periods based on local venue rules, servicing division policies, and/or union rules, as they may apply. In the event that an employee works more hours than estimated herein, Client will be billed the appropriate prevailing or premium rate for the additional hours worked.
  - (f) Service Charges. Service Charges are billed in association with the Production. Service Charges are not gratuities that are paid in whole or in part to Company (or other) employees in connection with the Production and amounts comprising Service Charges are not otherwise shared with Company employees.
  - (g) Equipment Rates. Unless otherwise noted, all rates are based upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00 a.m. and continuing through 11:59 p.m. Client agrees to pay the rental fees set forth herein for the stipulated period. Any equipment that is used and/or retained by Client for a longer period shall be subject to Company's prevailing rates until the equipment is returned.
- 6.2. Deposit; Final Payment. Client shall make a deposit of 25% of the Fees at the time of signing this Proposal. The deposit received will be credited to the final invoice of the Services. Client shall be required to make full and final payment of all remaining Fees within thirty (30) calendar days from the date Client receives the final invoice of the Services.
- 6.3. Late Payment; Collection. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances, including but not limited to collection fees, filing fees, and court costs.
- 6.4. Taxes. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder except for any taxes imposed on, or with

respect to, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets. Sales tax exempt entities must submit sales tax exemption certificates prior to the Ship Date identified herein.

7. **Staff and Subcontractors.** Company may engage assistants, employees, independent contractors, and/or subcontractors, at Company's sole discretion, for completing the Services.
8. **Equipment.**
  - 8.1 **Equipment Handling.** All equipment and related accessories must be handled by Company personnel only. Equipment may not be moved, stored, or serviced by Client or any other party. Client may not operate the equipment unless authorized by Company. Client will incur additional charges if equipment is moved or relocated by Client or any other party. Client agrees that Company shall be permitted free access to the equipment at any time before, during, and/or after the event for purposes of set up, maintenance, and routine checks. Company retains all right and title in and to the equipment and all related accessories.
  - 8.2 **Damage and Security.** Client shall be responsible for all equipment that is damaged, lost, or stolen (whether by use, misuse, accident, or neglect), unless caused by Company's negligence. Upon demand by Company, Client agrees to pay company all amounts incurred by Company due to damaged, lost, and/or stolen equipment based upon repair costs for repairable equipment or full replacement cost for lost or irreparable equipment. Additionally, Client shall be responsible for any rental fees incurred by Company while equipment is being repaired and/or replaced. If security is required by Client, or deemed necessary by Company, to protect the equipment during the event then Client shall be responsible for all costs in connection with the provision of security.
  - 8.3 **Equipment Failure.** Company maintains and services its equipment in accordance with the manufacture's specifications and industry practice. Company does not, however, warrant or guarantee that the equipment or services being provided will be free of defect, malfunction, or operator error. If the equipment malfunctions or does not operate properly during the Production for any reason whatsoever, Client agrees to immediately notify Company. Company will attempt to remedy the problem as soon as possible so that the Production is not interrupted. Client agrees and acknowledges that Company assumes no responsibility or liability for any loss, cost, damage, or injury to persons or property in connection with the Production as a result of inoperable equipment or otherwise. Under no circumstances will Company be responsible for any indirect, special, or consequential damages (including, but not limited to, loss of profits, interest, earnings, or use) whether arising in contract, tort, or otherwise in connection with the Production.
9. **Intellectual Property.**
  - 9.1 **Ownership of Intellectual Property.** Except as set forth in Section 9.2 and 9.3, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Client under this Proposal or prepared by or on behalf of Company in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by Client. Company agrees and will cause its Company personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire,"

Company hereby irrevocably assigns and shall cause its personnel to irrevocably assign to Client all Intellectual Property Rights worldwide in the Deliverables. Company shall cause its personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

- 9.2. **Company's Pre-Existing Intellectual Property.** All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Company in performing the Services and developed or acquired by the Company prior to or independently of this Proposal (collectively, "**Company's Pre-Existing Materials**") shall be owned exclusively by Company and its licensors. Company hereby grants Client a limited, revocable, non-transferable, non-sublicensable, worldwide, non-exclusive license to use, display, and reproduce any of Company's Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to Company's Pre-Existing Materials are expressly reserved by Company.
- 9.3. **Client's Pre-Existing Intellectual Property.** All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials owned by Client prior to or independently of this Proposal (collectively, "**Client's Pre-Existing Materials**") shall be owned exclusively by Client. Client hereby grants Company a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, fully paid, and sublicensable license to use, display, and reproduce any of Client's Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to Client's Pre-Existing Materials are expressly reserved by Client.
- 9.4. **Creation of Content.** Company may, as part of its provision of the Services, create photographs, videos, audio files, graphics, or other materials based on the Deliverables, Client's Pre-Existing Materials, or Services provided (the "**Content**").
- 9.5. **Publicity License and Release.** Client grants to Company a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, fully paid, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and display the Content and any name, username, or likeness provided in connection with the Content in all media formats and channels now known or later developed without compensation to Client. If Client's name, voice, image, persona, likeness, or performance is included in any Content, Client hereby waives and releases Company from any claim or cause of action, whether known or unknown, for defamation, copyright infringement, trademark infringement, rights of publicity or privacy, or any similar claim arising out of the use of Content in accordance with the license in this Proposal. **Studio 46 is not allowed to use the LFUCG Seal for any advertising or promotion.**
- 9.6. **Licensing.** Client is responsible for securing any and all necessary licensing agreements to ensure third party Intellectual Property Rights are not infringed by Company in performing this Proposal. Client may request, in writing, that Company handle any and all necessary licensing agreements to ensure third party Intellectual Property Rights are not infringed by Company in performing this Proposal. Client acknowledges that such a request for company to secure any and all necessary licensing agreements for third party Intellectual Property Rights will be an addition to this document and will increase the total Fees for which Client will be responsible for paying.
- 9.7. **Third Party Claims of Intellectual Property.** Client warrants that, unless agreed otherwise by the parties, it has secured any and all necessary licensing for third party Intellectual Property Rights and that Company will not infringe any third party Intellectual Property Rights in performing this Proposal. Client further warrants that Client's Pre-Existing Materials do not, and will not, infringe any third party trademarks, copyrights, patents, trade secrets, or other intellectual property rights.

If a third party takes action against Company for any infringements of this nature then Client will either defend or settle the claim on behalf of Company. Client will pay all settlement costs, damages, and legal fees and expenses on behalf of Company.

10. **Indemnification.** To the extent allowable by law Each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, affiliates, successors, and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and costs, awarded against Indemnified Party in a final, non-appealable judgment (collectively, "Losses"), relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from Indemnifying Party's willful, fraudulent, or grossly negligent acts or omissions; or (b) Indemnifying Party's negligence, willful misconduct, or material breach of this Proposal, including but not limited to material breach of any representation or warranty made by Indemnifying Party in this Proposal. **This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Client.**
11. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION, COMPANY'S AGGREGATE LIABILITY TO CLIENT UNDER ANY CIRCUMSTANCES SHALL BE STRICTLY LIMITED TO AN AMOUNT EQUAL TO THE ACTUAL FEES PAID TO COMPANY IN CONNECTION WITH THE SERVICES. UNDER NO CIRCUMSTANCES SHALL COMPANY'S LIABILITY EXCEED SUCH FEES PAID BY CLIENT TO COMPANY IN CONNECTION WITH THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS PROPOSAL, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS PROPOSAL, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **Company shall be liable for personal injury and property damage caused by the willful or negligent conduct of its employees while on Client property.**
12. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Proposal, for any failure or delay in fulfilling or performing any term of this Proposal (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from events outside of the party's reasonable control ("Force Majeure Events"), including but not limited to acts of God; flood, fire, earthquake, other potential disasters or catastrophes, such as epidemics or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; government order or law; actions, embargoes, or blockades in effect on or after the date of this Proposal; action by any governmental authority; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; and shortage of adequate power or transportation facilities. The affected party shall give notice of the delay and its cause to the other party to whom performance is owed within five (5) days of the commencement of such delay. The affected party shall resume performance under this Proposal as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.
13. **Miscellaneous**
  - 13.1. **Meals.** Client shall provide meals to all Company employees and/or subcontractors present for the Production as well as the set up and tear down of the Production. If Client chooses not to provide meals then Client shall reimburse Company for all reasonable meal expenses incurred by Company before, during, and after the Production.
  - 13.2. **Insurance.** Company has or will obtain prior to performing the Services all legally required and industry standard insurance related to its provision of the Services.
  - 13.3. **Independent Contractors.** The parties are independent contractors, and nothing contained in this Proposal shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.
  - 13.4. **Non-Solicitation.** Client acknowledges and agrees that during the term of this Proposal and for a period of one (1) year following the termination of this Proposal, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce, or influence any of Company's assistants, employees, or contractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit, or otherwise influence any assistants, employees, or contractors of Company to discontinue such employment or agency relationship with Company. In the event that Client violates the terms of the restrictive covenants in this Section, the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, Company may seek injunctive relief or other equitable relief in addition to any other rights and remedies available to it at law.
  - 13.5. **Notice.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on confirmation page. All Notices shall be delivered by email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Proposal, a Notice is effective only (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.
  - 13.6. **Entire Agreement; Order of Precedence.** This Proposal constitutes the sole and entire agreement of the parties to this Proposal with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The parties expressly agree that the Quote provided herein is an estimate and is subject to change.
  - 13.7. **Assignment.** Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Proposal without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and
  - 13.8. **No Third-Party Beneficiaries.** This Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Proposal.
  - 13.9. **Amendment and Modification; Waiver.** The Services, and specifically the Quote herein, may be updated from time to time. Moreover, certain Fees may not be expressly provided for herein. Any update to the Services and Quote will be governed by this Proposal. This Proposal may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No failure to exercise any rights, remedy, power, or privilege ("Right(s)") arising from this Proposal shall operate or be construed as a waiver thereof. No single or partial exercise of any Right hereunder precludes any other or further exercise thereof or the exercise of any other Right.



- 13.10** Severability. No invalidity, illegality, or unenforceability of any provision herein in any jurisdiction shall affect any other term or provision of this Proposal or invalidate or render such provision unenforceable in any other jurisdiction. If any provision is determined to be invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Proposal so as to effect the original intent of the parties as closely as possible
- 13.11** Governing Law: Submission to Jurisdiction. This Proposal shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Proposal or the Services provided hereunder shall be instituted exclusively in the state or federal courts in Lexington, Fayette County, Kentucky, and each party irrevocably:
- (a) submits to the exclusive jurisdiction of such courts; and (b) waives any objection to such courts based on venue or inconvenience. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- 13.12** Counterparts. This Proposal may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Proposal delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Proposal.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1077-24**

**File ID:** 1077-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 336-2024

**In Control:** Urban County  
Council

**File Created:** 10/18/2024

**Final Action:** 11/21/2024

**File Name:** Memorandum of Understanding - Kentucky State  
Police, Internet Crimes Against Children Program  
(ICAC)

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Ky. State Police, for participation in a task force regarding predators exploiting minors via electronic means. [Div. of Police, Weathers]

**Notes:** In office 10/22/2024. MS

Signed and filed in the CCO. Returned to Renita Happy via scans 12/5/2024. MS

**Sponsors:**

**Enactment Date:** 11/21/2024

**Attachments:** Cover Memo - MOU - Kentucky State Police,  
Internet Crimes Against Children Program  
(ICAC).pdf, KSP ICAC Memorandum of  
Understanding.pdf, 1077-24 ksp 4857-2993-3811  
v.1.doc, R-577-2024, Contract #336-2024

**Enactment Number:** R-577-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Renita Happy

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

### Text of Legislative File 1077-24

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Ky. State Police, for participation in a task force regarding predators exploiting minors via electronic means. [Div.

of Police, Weathers]

### Summary

Authorization of a Memorandum of Understanding (MOU) with the Kentucky State Police (KSP), Internet Crimes Against Children Program (ICAC) to establish guidelines and requirements for participation in a task force focusing on deterring, preventing, investigating, and prosecuting predators who seek to exploit or engage minors via electronic means. No Budgetary impact. (L1077-24)(Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

**Law:** Yes, Michael Sanner, 10/9/2024

**Risk Management:** No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:





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: October 18, 2024

SUBJECT: Memorandum of Understanding – Kentucky State Police, Internet Crimes Against  
Children Program (ICAC)

---

**Request**

Authorization to accept this Memorandum of Understanding (MOU) with the Kentucky State Police (KSP), Internet Crimes Against Children Program (ICAC).

**Why are you requesting?**

The purpose of this MOU is to establish guidelines and requirements for Affiliate Agency in its participation in the Task Force. KSP is the law enforcement grant administrator for the Commonwealth of Kentucky for the Office of Juvenile Justice and Delinquency Prevention (OJJDP). KSP provides funding for training and equipment to qualifying affiliate agencies throughout the Commonwealth to enable these agencies to assist the Task Force in deterring, preventing, investigating, and prosecuting predators who seek to exploit or engage minors in sexual activity via electronic means. Affiliate Agency seeks funding to train its officers to deter, prevent, investigate and prosecute predators who seek to exploit or engage minors in sexual activity via electronic means. The Lexington Police Department is requesting approval from the Urban County Council to authorize Mayor Gorton to sign the attached MOU. Upon signing, please return a complete signed copy to the Chief's Office.

**What is the cost in this budget year and future budget years?** No budgetary impact

**Are the funds budgeted?** N/A

**File Number:** 1077-24

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

LBW/rmh

# ICAC MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between the Department of Kentucky State Police (KSP), and Lexington-Fayette Urban County Government, (Affiliate Agency).

The purpose of this MOU is to establish guidelines and requirements for Affiliate Agency in its participation in the Task Force. KSP is the law enforcement grant administrator for the Commonwealth of Kentucky for OJJDP. KSP provides funding for training and equipment to qualifying affiliate agencies throughout the Commonwealth to enable these agencies to assist the Task Force in deterring, preventing, investigating, and prosecuting predators who seek to exploit or engage minors in sexual activity via electronic means. Affiliate Agency seeks funding to train its officers to deter, prevent, investigate and prosecute predators who seek to exploit or engage minors in sexual activity via electronic means.

## 1. Definitions

For the purposes of this MOU, the definitions listed in this section should be presumed to represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case.

1.1 “Adequate security” shall mean administrative, technical, and physical safeguards to:

- a. insure the security and confidentiality of confidential information;
- b. protect against system misuse and any anticipated threats or hazards to the security or integrity of confidential information;
- c. protect against unauthorized access to, or use of, confidential information; and
- d. protect against unauthorized access to, or use of, login information and passwords.

1.2 “Commander” is the KSP officer designated by KSP, and recognized by OJJDP, as the leader of the Task Force.

1.3 “Confidential information” shall mean data and information pertaining to ICAC investigations, ICAC standards, investigative practices, or information provided by the Task Force.

1.4 “Crime” means any crime, or offense, that involves the exploitation or victimization of children facilitated by technology.

1.5 “Deconflict” or “deconfliction” means the process whereby affiliate agencies submit investigative information to each other, the Task Force, or ICAC related databases in order to determine whether other law enforcement agencies have information concerning the same targets or crimes.

## ICAC MEMORANDUM OF UNDERSTANDING

1.6 “Disclose” shall mean to reveal, disseminate, or otherwise make information known to another person or entity by any means.

1.7 “Equipment” means any machine, or tool, including vehicles, safety devices, telephones, communication devices, printers, scanners, computers, computer hardware, middleware, software, software licenses, applications, data storage, networking devices, and network access services.

1.8 “Herein”, “hereto”, “hereof” and “hereunder” shall be deemed to refer to this MOU generally, and not to any particular provision of the MOU, unless expressly stated otherwise.

1.9 “ICAC” means the Internet Crimes Against Children Program, a national program composed of state and regional task forces.

1.10 “ICAC standards” means the National ICAC Program Operational and Investigative Standards.

1.11 “IDS” means the ICAC Data System.

1.12 “Include” and “including” shall be deemed to be followed by the phrase “but not necessarily limited to”.

1.13 “NCMEC” means the National Center for Missing and Exploited Children.

1.14 “Officer” means a sworn law enforcement officer with authority to make arrests, including state troopers, sheriffs, deputy sheriffs, and police officers.

1.15 “Officer acknowledgement” shall mean a written statement signed by an officer of affiliate agency, providing that he or she has read the ICAC standards, and agrees to be subject to the duties and responsibilities required of affiliate agency by this MOU.

1.16 “OJJDP” means the Office of Juvenile Justice and Delinquency Prevention of the United States Department of Justice.

1.17 “Physically secure location” means a facility, a police vehicle, or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect, and restrict access to, confidential information.

1.18 “Task Force” means the ICAC Task Force for the Commonwealth of Kentucky.



# ICAC MEMORANDUM OF UNDERSTANDING

## 2. Task Force

2.1 The Task Force shall consist of the Commander, the KSP Electronic Crime Branch, and all law enforcement agencies and officers selected by KSP for participation in the Task Force.

2.2 The Commander, or his designee, shall be responsible for:

- a. coordinating the daily operations of the Task Force;
- b. ensuring compliance with the policies and procedures of the OJJDP;
- c. ensuring compliance with ICAC standards;
- d. ensuring compliance with this MOU; and
- e. administering the ICAC grant.

2.3 The Task Force shall meet at least semi-annually at a time and location established by the Commander.

2.4 The Task Force shall not constitute a separate legal or administrative entity.

## 3. Affiliate Agency

3.1 Affiliate agency shall use adequate security.

3.2 Affiliate agency shall not disclose confidential information.

3.3 Notwithstanding the provisions of Section 3.2 herein, affiliate agency may disclose confidential information to other law enforcement agencies when necessary for law enforcement purposes.

3.4 Affiliate agency shall make all requests and recommendations pertaining to the Task Force through the Commander.

3.5 Affiliate agency shall comply with ICAC standards (Attachment "A").

3.6 Affiliate agency shall direct its officers to comply with ICAC standards.

3.7 Affiliate agency agrees that ICAC standards are proprietary to the National ICAC, contain confidential information, and are not for public release. Affiliate agency further agrees that any Freedom of Information Act (FOIA) request, Open Records Request pursuant to KRS 61.870, et seq. (ORA), or similar request under the laws of another state seeking access to confidential information shall be referred

# ICAC MEMORANDUM OF UNDERSTANDING

to the Task Force as the official custodian of said information. Affiliate agency additionally agrees that it will make all efforts permitted by the FOIA, ORA or other pertinent law, to preserve the confidentiality of the information. The right of KSP to intervene in any litigation relating to disclosure of confidential information is hereby recognized.

3.8 Affiliate agency shall propose specific officers to be assigned to the Task Force based on the officer's technical skill level and investigative background.

3.9 Affiliate agency agrees to retain officer acknowledgements during the term of this MOU and provide copies of them to the Commander upon request.

## 4. Investigations

4.1 ICAC investigations shall be conducted only by officers who have executed an officer acknowledgment.

4.2 Each officer involved with undercover operations must receive ICAC training prior to initiating, or conducting, proactive investigations.

4.3 Affiliate agency shall coordinate all undercover activity by its officers with Task Force for deconfliction.

4.4 Officers shall conduct reactive child sexual exploitation investigations based on:

- a. CyberTip referrals from NCMEC;
- b. internet service provider and law enforcement referrals; and
- c. citizen complaints.

4.5 Affiliate agency shall submit case information to the NCMEC Child Victim Identification Program (CVIP) when a victim of child pornography is identified.

4.6 Affiliate agency shall utilize IDS to deconflict proactive and reactive investigations, receive CyberTips, and report case dispositions.

4.7 Upon identification of a common target, affiliate agency shall contact the other law enforcement agency targeting the suspect for deconfliction.

4.8 Affiliate agency shall contact the Commander for assistance in coordinating an investigation that requires referral outside affiliate agency's jurisdictional boundaries.

# ICAC MEMORANDUM OF UNDERSTANDING

4.9 Affiliate agency shall coordinate with Task Force all media release information regarding joint operations. Media releases shall not include confidential information.

## 5. Supervision and Reporting

5.1 Affiliate agency agrees that its officers shall:

- a. remain employees of affiliate agency while engaged in Task Force activities;
- b. adhere to affiliate agency's policies;
- c. adhere to ICAC standards;
- d. conduct education and prevention programs to foster public awareness of crime;
- e. using a process outlined by the Task Force, shall submit all requested statistics to the Task Force via available and designated electronic databases, including IDS, by the tenth day of each month;
- f. submit all electronic evidence to the KSP Electronic Crime Branch, or Kentucky Regional Computer Forensics Laboratory, for examination, unless affiliate agency employs an inter-agency trained, and experienced, forensic examiner;
- g. timely submit all criminal case information to the KSP centralized criminal history record information system, utilizing a certified National Incident Based Reporting System;
- h. maintain all cases consistent with properly accepted law enforcement practices and pursuant to the policy of the affiliate agency; and
- i. be subject to the duties and responsibilities of affiliate agency as provided in this MOU.

5.2 Neither KSP, nor the Task Force, shall be responsible for:

- a. payment of salaries, or other forms of compensation, of any of affiliate agency's officers;
- b. procurement of insurance for affiliate agency or its officers;
- c. payment of any insurance premiums of affiliate agency or its officers;
- d. payment of any worker's compensation, disability, or similar benefits due any of affiliate agency's officers for any reason, including as a result of injury or death incurred while assigned to, or participating in, the Task Force;
- e. payment of unreimbursed, or uncovered, death, disability or health-related expenses of affiliate agency or its officers; or
- f. defending, or indemnifying, affiliate agency or its officers, for any claims of loss, damage, or injury, because of an act or omission occurring while affiliate agency or its officers are assigned to, or participating in, the Task Force.

5.3 Each party shall perform its activities and duties hereunder only as an independent contractor. Nothing in this MOU shall be deemed to create, or in any way establish, a joint venture, partnership, employer-employee relationship, or formal business organization of any kind.



# ICAC MEMORANDUM OF UNDERSTANDING

5.4 Nothing in this MOU shall be interpreted as granting either party the right or authority to make commitments of any kind for the other.

## 6. Training and Equipment

6.1 Affiliate agency shall purchase and maintain any equipment required for participation in the Task Force.

6.2 Affiliate agency agrees to make equipment available in support of Task Force investigations.

6.3 Affiliate agency shall make reasonable efforts to place confidential information and officers in a physically secure location.

6.4 Affiliate agency agrees to seek internal funding for any needed equipment and training for investigations prior to requesting equipment or funding from the ICAC grant. Any resources supplied by and through the ICAC grant shall be used solely for Task Force purposes.

6.5 The Task Force shall provide affiliate agency with advanced training for approved, designated officers to enable the officers to conduct Task Force investigations effectively.

6.6 The Task Force shall make every effort to provide continuing training in ICAC specific law enforcement subjects with ICAC grant funding.

6.7 The Commander shall utilize discretion in administering ICAC grant funding and determining which agencies receive funding.

## 7. Section Headings

The section headings in this MOU are for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this MOU. The section headings shall not be construed to limit or extend the meaning of this MOU.

## 8. Interpretation

This MOU constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof or the services to be performed hereunder. Both parties have read and agree to the specific language of this MOU; therefore, no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

# ICAC MEMORANDUM OF UNDERSTANDING

## 9. Applicable Law

This MOU shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Kentucky. The parties agree that the proper jurisdiction and venue for any legal action that is initiated by any of the parties hereto against any of the other parties, which is based, either in whole or in part, on this MOU, shall be the Franklin County Circuit Court of the Commonwealth of Kentucky.

## 10. Waiver

The failure or delay of either party to insist upon performance of any provision of this MOU, or to exercise any right, remedy or option provided herein, shall neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or conditions at any time thereafter, nor in any way affect the validity of this MOU.

## 11. Effective date, modification, and termination

11.1 This MOU is effective upon the last signature of the duly authorized representatives of the parties hereto, and remains in effect until and including June 30, 2024, and shall automatically be renewed for two (2) additional years on its expiration date.

11.2 This MOU may be modified by a separate writing executed and approved in the same manner as this MOU.

11.3 Notwithstanding the provisions of Section 11.1, KSP may terminate this MOU at any time for cause, or may terminate this MOU without cause, with thirty (30) days prior written notice.

11.4 Notwithstanding the provisions of Section 11.1, this MOU may be terminated by mutual agreement in writing thirty (30) days prior to such termination.

11.5 Notwithstanding the provisions of Section 11.1, this MOU shall terminate upon the termination of the ICAC grant.

11.6 Upon termination of this MOU, affiliate agency shall return all equipment purchased with ICAC grant funding to the Commander within thirty (30) days.

11.7 Unless otherwise expressly provided herein, all communications required, pertaining to, or permitted by, this MOA, including modification and termination, shall be in writing and shall be deemed given to a party when:

## **ICAC MEMORANDUM OF UNDERSTANDING**

- a. delivered to the appropriate address by United States Postal Service or by a nationally recognized overnight courier service (costs prepaid);
- b. sent by facsimile with confirmation of transmission by the transmitting equipment; or
- c. received or rejected by the addressee if sent by certified mail, return receipt requested.

11.8 A communication by mail or courier shall be deemed effective three (3) business days after it is placed in the mail or with the courier service.

### **12. Violation of MOU**

12.1 Failure to adhere to applicable state and federal law, ICAC standards, provisions outlined in this MOU, or individual agency policies shall be grounds to remove the assigned officer from the Task Force.

12.2 Violation of this MOU by affiliate agency or its officers shall constitute cause for termination of this MOU, and be grounds for the imposition of civil and criminal sanctions.



# ICAC MEMORANDUM OF UNDERSTANDING

## 13. Authority

Each party represents to the other that:

- a. it has obtained all necessary approvals, consents and authorizations to enter into this MOU and to perform its duties under this MOU;
- b. the person executing this MOU on its behalf has the authority to do so;
- c. upon execution and delivery of this MOU by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and
- d. the execution, delivery, and performance of this MOU does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

IN WITNESS WHEREOF, the parties hereto caused this MOU to be executed by the proper officers and officials:

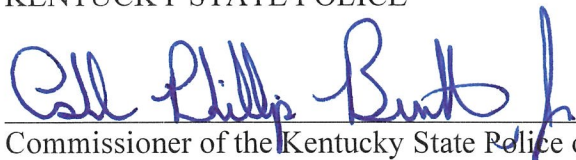
AFFILIATE AGENCY

\_\_\_\_\_  
Name and Title of Representative of Affiliate Agency (please print)

\_\_\_\_\_  
Signature of Representative of Affiliate Agency

\_\_\_\_\_  
Date

KENTUCKY STATE POLICE

  
\_\_\_\_\_  
Commissioner of the Kentucky State Police or Designee

8-12-24  
Date

RESOLUTION NO. \_\_\_\_-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH KENTUCKY STATE POLICE, FOR PARTICIPATION IN A TASK FORCE REGARDING PREDATORS EXPLOITNG MINORS VIA ELECTRONIC MEANS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Kentucky State Police, for participation in a task force regarding predators exploiting minors via electronic means.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL  
1077-24:MRS: 4857-2993-3811, v. 1

RESOLUTION NO. 577-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH KENTUCKY STATE POLICE, FOR PARTICIPATION IN A TASK FORCE REGARDING PREDATORS EXPLOITING MINORS VIA ELECTRONIC MEANS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Kentucky State Police, for participation in a task force regarding predators exploiting minors via electronic means.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

1077-24:MRS: 4857-2993-3811, v. 1



# ICAC MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between the Department of Kentucky State Police (KSP), and Lexington-Fayette Urban County Government, (Affiliate Agency).

The purpose of this MOU is to establish guidelines and requirements for Affiliate Agency in its participation in the Task Force. KSP is the law enforcement grant administrator for the Commonwealth of Kentucky for OJJDP. KSP provides funding for training and equipment to qualifying affiliate agencies throughout the Commonwealth to enable these agencies to assist the Task Force in deterring, preventing, investigating, and prosecuting predators who seek to exploit or engage minors in sexual activity via electronic means. Affiliate Agency seeks funding to train its officers to deter, prevent, investigate and prosecute predators who seek to exploit or engage minors in sexual activity via electronic means.

## 1. Definitions

For the purposes of this MOU, the definitions listed in this section should be presumed to represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case.

1.1 “Adequate security” shall mean administrative, technical, and physical safeguards to:

- a. insure the security and confidentiality of confidential information;
- b. protect against system misuse and any anticipated threats or hazards to the security or integrity of confidential information;
- c. protect against unauthorized access to, or use of, confidential information; and
- d. protect against unauthorized access to, or use of, login information and passwords.

1.2 “Commander” is the KSP officer designated by KSP, and recognized by OJJDP, as the leader of the Task Force.

1.3 “Confidential information” shall mean data and information pertaining to ICAC investigations, ICAC standards, investigative practices, or information provided by the Task Force.

1.4 “Crime” means any crime, or offense, that involves the exploitation or victimization of children facilitated by technology.

1.5 “Deconflict” or “deconfliction” means the process whereby affiliate agencies submit investigative information to each other, the Task Force, or ICAC related databases in order to determine whether other law enforcement agencies have information concerning the same targets or crimes.

## ICAC MEMORANDUM OF UNDERSTANDING

- 1.6 “Disclose” shall mean to reveal, disseminate, or otherwise make information known to another person or entity by any means.
- 1.7 “Equipment” means any machine, or tool, including vehicles, safety devices, telephones, communication devices, printers, scanners, computers, computer hardware, middleware, software, software licenses, applications, data storage, networking devices, and network access services.
- 1.8 “Herein”, “hereto”, “hereof” and “hereunder” shall be deemed to refer to this MOU generally, and not to any particular provision of the MOU, unless expressly stated otherwise.
- 1.9 “ICAC” means the Internet Crimes Against Children Program, a national program composed of state and regional task forces.
- 1.10 “ICAC standards” means the National ICAC Program Operational and Investigative Standards.
- 1.11 “IDS” means the ICAC Data System.
- 1.12 “Include” and “including” shall be deemed to be followed by the phrase “but not necessarily limited to”.
- 1.13 “NCMEC” means the National Center for Missing and Exploited Children.
- 1.14 “Officer” means a sworn law enforcement officer with authority to make arrests, including state troopers, sheriffs, deputy sheriffs, and police officers.
- 1.15 “Officer acknowledgement” shall mean a written statement signed by an officer of affiliate agency, providing that he or she has read the ICAC standards, and agrees to be subject to the duties and responsibilities required of affiliate agency by this MOU.
- 1.16 “OJJDP” means the Office of Juvenile Justice and Delinquency Prevention of the United States Department of Justice.
- 1.17 “Physically secure location” means a facility, a police vehicle, or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect, and restrict access to, confidential information.
- 1.18 “Task Force” means the ICAC Task Force for the Commonwealth of Kentucky.

# ICAC MEMORANDUM OF UNDERSTANDING

## 2. Task Force

2.1 The Task Force shall consist of the Commander, the KSP Electronic Crime Branch, and all law enforcement agencies and officers selected by KSP for participation in the Task Force.

2.2 The Commander, or his designee, shall be responsible for:

- a. coordinating the daily operations of the Task Force;
- b. ensuring compliance with the policies and procedures of the OJJDP;
- c. ensuring compliance with ICAC standards;
- d. ensuring compliance with this MOU; and
- e. administering the ICAC grant.

2.3 The Task Force shall meet at least semi-annually at a time and location established by the Commander.

2.4 The Task Force shall not constitute a separate legal or administrative entity.

## 3. Affiliate Agency

3.1 Affiliate agency shall use adequate security.

3.2 Affiliate agency shall not disclose confidential information.

3.3 Notwithstanding the provisions of Section 3.2 herein, affiliate agency may disclose confidential information to other law enforcement agencies when necessary for law enforcement purposes.

3.4 Affiliate agency shall make all requests and recommendations pertaining to the Task Force through the Commander.

3.5 Affiliate agency shall comply with ICAC standards (Attachment "A").

3.6 Affiliate agency shall direct its officers to comply with ICAC standards.

3.7 Affiliate agency agrees that ICAC standards are proprietary to the National ICAC, contain confidential information, and are not for public release. Affiliate agency further agrees that any Freedom of Information Act (FOIA) request, Open Records Request pursuant to KRS 61.870, et seq. (ORA), or similar request under the laws of another state seeking access to confidential information shall be referred



# ICAC MEMORANDUM OF UNDERSTANDING

to the Task Force as the official custodian of said information. Affiliate agency additionally agrees that it will make all efforts permitted by the FOIA, ORA or other pertinent law, to preserve the confidentiality of the information. The right of KSP to intervene in any litigation relating to disclosure of confidential information is hereby recognized.

3.8 Affiliate agency shall propose specific officers to be assigned to the Task Force based on the officer's technical skill level and investigative background.

3.9 Affiliate agency agrees to retain officer acknowledgements during the term of this MOU and provide copies of them to the Commander upon request.

## 4. Investigations

4.1 ICAC investigations shall be conducted only by officers who have executed an officer acknowledgment.

4.2 Each officer involved with undercover operations must receive ICAC training prior to initiating, or conducting, proactive investigations.

4.3 Affiliate agency shall coordinate all undercover activity by its officers with Task Force for deconfliction.

4.4 Officers shall conduct reactive child sexual exploitation investigations based on:

- a. CyberTip referrals from NCMEC;
- b. internet service provider and law enforcement referrals; and
- c. citizen complaints.

4.5 Affiliate agency shall submit case information to the NCMEC Child Victim Identification Program (CVIP) when a victim of child pornography is identified.

4.6 Affiliate agency shall utilize IDS to deconflict proactive and reactive investigations, receive CyberTips, and report case dispositions.

4.7 Upon identification of a common target, affiliate agency shall contact the other law enforcement agency targeting the suspect for deconfliction.

4.8 Affiliate agency shall contact the Commander for assistance in coordinating an investigation that requires referral outside affiliate agency's jurisdictional boundaries.

# ICAC MEMORANDUM OF UNDERSTANDING

4.9 Affiliate agency shall coordinate with Task Force all media release information regarding joint operations. Media releases shall not include confidential information.

## 5. Supervision and Reporting

5.1 Affiliate agency agrees that its officers shall:

- a. remain employees of affiliate agency while engaged in Task Force activities;
- b. adhere to affiliate agency's policies;
- c. adhere to ICAC standards;
- d. conduct education and prevention programs to foster public awareness of crime;
- e. using a process outlined by the Task Force, shall submit all requested statistics to the Task Force via available and designated electronic databases, including IDS, by the tenth day of each month;
- f. submit all electronic evidence to the KSP Electronic Crime Branch, or Kentucky Regional Computer Forensics Laboratory, for examination, unless affiliate agency employs an inter-agency trained, and experienced, forensic examiner;
- g. timely submit all criminal case information to the KSP centralized criminal history record information system, utilizing a certified National Incident Based Reporting System;
- h. maintain all cases consistent with properly accepted law enforcement practices and pursuant to the policy of the affiliate agency; and
- i. be subject to the duties and responsibilities of affiliate agency as provided in this MOU.

5.2 Neither KSP, nor the Task Force, shall be responsible for:

- a. payment of salaries, or other forms of compensation, of any of affiliate agency's officers;
- b. procurement of insurance for affiliate agency or its officers;
- c. payment of any insurance premiums of affiliate agency or its officers;
- d. payment of any worker's compensation, disability, or similar benefits due any of affiliate agency's officers for any reason, including as a result of injury or death incurred while assigned to, or participating in, the Task Force;
- e. payment of unreimbursed, or uncovered, death, disability or health-related expenses of affiliate agency or its officers; or
- f. defending, or indemnifying, affiliate agency or its officers, for any claims of loss, damage, or injury, because of an act or omission occurring while affiliate agency or its officers are assigned to, or participating in, the Task Force.

5.3 Each party shall perform its activities and duties hereunder only as an independent contractor. Nothing in this MOU shall be deemed to create, or in any way establish, a joint venture, partnership, employer-employee relationship, or formal business organization of any kind.

# ICAC MEMORANDUM OF UNDERSTANDING

5.4 Nothing in this MOU shall be interpreted as granting either party the right or authority to make commitments of any kind for the other.

## 6. Training and Equipment

6.1 Affiliate agency shall purchase and maintain any equipment required for participation in the Task Force.

6.2 Affiliate agency agrees to make equipment available in support of Task Force investigations.

6.3 Affiliate agency shall make reasonable efforts to place confidential information and officers in a physically secure location.

6.4 Affiliate agency agrees to seek internal funding for any needed equipment and training for investigations prior to requesting equipment or funding from the ICAC grant. Any resources supplied by and through the ICAC grant shall be used solely for Task Force purposes.

6.5 The Task Force shall provide affiliate agency with advanced training for approved, designated officers to enable the officers to conduct Task Force investigations effectively.

6.6 The Task Force shall make every effort to provide continuing training in ICAC specific law enforcement subjects with ICAC grant funding.

6.7 The Commander shall utilize discretion in administering ICAC grant funding and determining which agencies receive funding.

## 7. Section Headings

The section headings in this MOU are for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this MOU. The section headings shall not be construed to limit or extend the meaning of this MOU.

## 8. Interpretation

This MOU constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof or the services to be performed hereunder. Both parties have read and agree to the specific language of this MOU; therefore, no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.



# ICAC MEMORANDUM OF UNDERSTANDING

## 9. Applicable Law

This MOU shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Kentucky. The parties agree that the proper jurisdiction and venue for any legal action that is initiated by any of the parties hereto against any of the other parties, which is based, either in whole or in part, on this MOU, shall be the Franklin County Circuit Court of the Commonwealth of Kentucky.

## 10. Waiver

The failure or delay of either party to insist upon performance of any provision of this MOU, or to exercise any right, remedy or option provided herein, shall neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or conditions at any time thereafter, nor in any way affect the validity of this MOU.

## 11. Effective date, modification, and termination

11.1 This MOU is effective upon the last signature of the duly authorized representatives of the parties hereto, and remains in effect until and including June 30, 2024, and shall automatically be renewed for two (2) additional years on its expiration date.

11.2 This MOU may be modified by a separate writing executed and approved in the same manner as this MOU.

11.3 Notwithstanding the provisions of Section 11.1, KSP may terminate this MOU at any time for cause, or may terminate this MOU without cause, with thirty (30) days prior written notice.

11.4 Notwithstanding the provisions of Section 11.1, this MOU may be terminated by mutual agreement in writing thirty (30) days prior to such termination.

11.5 Notwithstanding the provisions of Section 11.1, this MOU shall terminate upon the termination of the ICAC grant.

11.6 Upon termination of this MOU, affiliate agency shall return all equipment purchased with ICAC grant funding to the Commander within thirty (30) days.

11.7 Unless otherwise expressly provided herein, all communications required, pertaining to, or permitted by, this MOA, including modification and termination, shall be in writing and shall be deemed given to a party when:

# ICAC MEMORANDUM OF UNDERSTANDING

- a. delivered to the appropriate address by United States Postal Service or by a nationally recognized overnight courier service (costs prepaid);
- b. sent by facsimile with confirmation of transmission by the transmitting equipment; or
- c. received or rejected by the addressee if sent by certified mail, return receipt requested.

11.8 A communication by mail or courier shall be deemed effective three (3) business days after it is placed in the mail or with the courier service.

## **12. Violation of MOU**

12.1 Failure to adhere to applicable state and federal law, ICAC standards, provisions outlined in this MOU, or individual agency policies shall be grounds to remove the assigned officer from the Task Force.

12.2 Violation of this MOU by affiliate agency or its officers shall constitute cause for termination of this MOU, and be grounds for the imposition of civil and criminal sanctions.

# ICAC MEMORANDUM OF UNDERSTANDING

## 13. Authority

Each party represents to the other that:

- a. it has obtained all necessary approvals, consents and authorizations to enter into this MOU and to perform its duties under this MOU;
- b. the person executing this MOU on its behalf has the authority to do so;
- c. upon execution and delivery of this MOU by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and
- d. the execution, delivery, and performance of this MOU does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

IN WITNESS WHEREOF, the parties hereto caused this MOU to be executed by the proper officers and officials:

AFFILIATE AGENCY

Mayor Linda Gorton Lexington Fayette Urban  
Name and Title of Representative of Affiliate Agency (please print) County Government

Linda Gorton  
Signature of Representative of Affiliate Agency

12/5/2024  
Date

KENTUCKY STATE POLICE

Col Phillip Burt  
Commissioner of the Kentucky State Police or Designee

8-12-24  
Date





# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1079-24**

**File ID:** 1079-24

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 10/18/2024

**File Name:** ATR Automation-SCADA Citect/Historian Support

**Final Action:** 11/21/2024

**Title:** A Resolution authorizing the Div. of Water Quality, on behalf of the Urban County Government, to purchase Supervisory Control and Data Acquisition (SCADA) Citect/Historian Support Services for the Town Branch and West Hickman Waste Water Treatment Plants and Pump Stations, from ATR Distributing Co, Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with ATR Distributing Co, Inc. related to the procurement, at a cost not to exceed \$56,622.30. [Div. of Water Quality, Martin]

**Notes:**

**Sponsors:**

**Enactment Date:** 11/21/2024

**Attachments:** SCADA Blue Sheet, ATR 2024 Sole Source,  
WH-Wonderware and Citect Premium Renewal  
Quote - Lexington-Fayette UCG (1), TB-Wonderware  
and Citect Premium Renewal Quote -  
Lexington-Fayette UCG, RESO 1079-24 SCADA  
CITECT HISTORIAN SUPPORT 4875-6286-8470  
v.1.docx, R-578-2024

**Enactment Number:** R-578-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

## Text of Legislative File 1079-24

### Title

A Resolution authorizing the Div. of Water Quality, on behalf of the Urban County

Government, to purchase Supervisory Control and Data Acquisition (SCADA) Citect/Historian Support Services for the Town Branch and West Hickman Waste Water Treatment Plants and Pump Stations, from ATR Distributing Co, Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with ATR Distributing Co, Inc. related to the procurement, at a cost not to exceed \$56,622.30. [Div. of Water Quality, Martin]

**Summary**

Authorization to approve the purchase of SCADA Citect/Historian Support for the Division of Water Quality from ATR Automation, the Sole Source provider for the SCADA installed at Town Branch WWTP, West Hickman WWTP, and Pump Stations at a cost of \$56,622.30.

Funds are Budgeted. (L1079-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Evan Thompson 10/18/2024

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4002-303401-3401-76102

This Fiscal Year Impact: \$56,622.30

Annual Impact:

Project:


Activity:

Budget Reference:

Current Balance: \$106.820.93



TO: Mayor Linda Gorton  
Urban County Council

FR:   
Charles H. Martin, P.E. Director  
Division of Water Quality

DT: October 18, 2024

RE: Purchase of SCADA Citect/Historian Support for The Division of Water Quality Operations from ATR Automation, at Town Branch WWTP, West Hickman WWTP, and Pump Stations.

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Request

The purpose of this memorandum is to request approval of a purchase of SCADA Citect/Historian Support for The Division of Water Quality Operations from ATR Automation, the Sole Source provider for the SCADA installed at Town Branch WWTP, West Hickman WWTP and Pump Stations located throughout the service area.

Purpose of Request

SCADA allows for the monitoring and control of both Town Branch and West Hickman Wastewater Plants and for monitoring of over eighty (80) pump stations locations throughout the service area. This purchase provides for the continued maintenance and support of the software associated with those systems.

Project Cost in FY25 budget year and future budget years

The cost for the Division of Water Quality for SCADA maintenance is \$56,622.30. The funds are budgeted in 4002-303401-3401-76102.

Director/Commissioner  
Martin/Albright







## 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 Jennifer Edwards Division/Dept Water Quality

Phone 859-425-2545 Email jday@lexingtonky.gov

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

Cost: \$56,622.30

Sole Source Request for the Purchase of: Wonderware/Citect/Historian support for

Division of Water Quality

☒ 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 ATR Distributing Co, INC.

Contact Name Chris Bell

Address 11857 Kemper Springs, Cincinnati, OH, 45240

Phone 513-353-1800 Email chrisbell@atrautomation.com

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



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This is annual software support for Citect/Historian that is used in SCADA at the Division of Water Quality.

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

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## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Contacted the software manufacturer and they told us that support must go through  
ATR Automation.

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**4. How was the price offered determined to be fair and reasonable?**

(Explain what the basis was for comparison and include cost analyses as applicable.)

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

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October 22, 2024

Jonathan Cole

[jcole@lexingtonky.gov](mailto:jcole@lexingtonky.gov)

**Lexington-Fayette UCG**

301 Jimmie Campbell Dr.

Lexington, KY 40504

Quote Number: 241001DJB Wonderware/Citect Customer First Renewal – Lexington-Fayette UCG

Jonathan,

I am pleased to submit this quote in reference to the Wonderware Customer First and Citect Programs for Lexington-Fayette UCG. The existing agreements will expire on 11/30/24. The pricing for renewal is based on a percentage of the total list price value of all the licenses at the site. Below is the quote for their Aveva Customer First Support to make the agreements current until 11/30/25:

Item	Qty	Part Number	List Price Each	Extended Price
AVEVA Customer First Program Premium Level Agreement <ul style="list-style-type: none"><li>Site ID: 280571</li><li>Customer First Number: 137496</li><li>5% Volume Renewal Discount applied</li></ul>	1	CF-PREMIUM-R-HST	\$9,296.70	\$9,296.70
AVEVA Customer First Program Premium Level Agreement <ul style="list-style-type: none"><li>Site ID: 280571</li><li>Customer First Number: 137496</li><li>5% Volume Renewal Discount applied</li></ul>	1	CF-PREMIUM-R-WW	\$470.25	\$470.25
Customer FIRST - Plant SCADA - Premium Level Renewal <ul style="list-style-type: none"><li>Citect Site ID: 59815</li><li>10% Volume Renewal Discount applied</li></ul>	1	CF-CIT-10-7002R	\$17,568.90	\$17,568.90
<b>Cost</b>				<b>\$27,335.85</b>

With the Customer First Program they will receive:

Software Maintenance & Enhancements (Updates and version Upgrades)

- ❖ Access to software version upgrades, patches, service packs, and hot fixes

Live Technical Support via Telephone

Self-Service Web Support

- ❖ Access to state-of-the-art self-help tools via the web, including:
  - Robust online knowledgebase

ATR Distributing Co, Inc.  
11857 Kemper Springs  
Cincinnati, Ohio 45240  
513-353-1800



- Rich library of TechNotes
- Technical Support Case Management
- Design and Development Guidance
- Wonderware Security Central
- Wonderware Developer Network

If you have any questions, please feel free to contact me at (800) 421-5253.

Sincerely,

**Chris Bell**

Sales Consultant

**Office** 513-353-1800 | **Desk** 513-353-5030

**Site** [www.atrautomation.com](http://www.atrautomation.com)

**Email** [chrisbell@atrautomation.com](mailto:chrisbell@atrautomation.com)

**Address** 11857 Kemper Springs Drive, Cincinnati, Ohio 45240

Site information:

PRICING DETAIL BY LICENSE FOR CUSTOMER SITE ID: 280571 - CFA#: 137489		
SW Serial #	Part #	Part Description
2326289-0	HstStd-05-N-20	Historian 2020 Standard, 25000 Tag
2326290-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326291-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326292-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326293-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326294-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std

ATR Distributing Co, Inc.  
11857 Kemper Springs  
Cincinnati, Ohio 45240  
513-353-1800



PRICING DETAIL BY LICENSE FOR CUSTOMER SITE ID: 59815 - CFA#: RENEWAL			
SW Serial #	Part #	Part Description	Users
48076617	CT101199	Plant SCADA Server, Unlimited Points	1
48076617	CT102088	Plant SCADA Control Client, Redundant (floating )	6
48076617	CT102088	Plant SCADA Control Client, Redundant (floating )	1
48076617	CT103088	Plant SCADA View-only Client, Redundant	6
48076618	CT101199	Plant SCADA Server, Unlimited Points	1
48076618	CT102099	Plant SCADA Control Client, Unlimited Points	6
48076618	CT102099	Plant SCADA Control Client, Unlimited Points	1
48076618	CT103099	Plant SCADA View-only Client, Unlimited Points	6



October 22, 2024

Jonathan Cole

[jcole@lexingtonky.gov](mailto:jcole@lexingtonky.gov)

**Lexington-Fayette UCG Town Branch WWTP**

301 Jimmie Campbell Dr

Lexington, KY 40504

Quote Number: 241001DJB Wonderware/Citect Customer First Renewal – Lexington-Fayette UCG Town Branch WWTP

Jonathan,

I am pleased to submit this quote in reference to the Wonderware Customer First and Citect Programs for Lexington-Fayette UCG. The existing agreements will expire on 11/30/24. The pricing for renewal is based on a percentage of the total list price value of all the licenses at the site. Below is the quote for their Aveva Customer First Support to make the agreements current until 11/30/25:

Item	Qty	Part Number	List Price Each	Extended Price
AVEVA Customer First Program Premium Level Agreement <ul style="list-style-type: none"><li>Site ID: 280571</li><li>Customer First Number: 137489</li><li>5% Volume Renewal Discount applied</li></ul>	1	CF-PREMIUM-R-HST	\$9,296.70	\$9,296.70
AVEVA Customer First Program Premium Level Agreement <ul style="list-style-type: none"><li>Site ID: 280571</li><li>Customer First Number: 137489</li><li>5% Volume Renewal Discount applied</li></ul>	1	CF-PREMIUM-R-WW	\$470.25	\$470.25
Customer FIRST - Plant SCADA - Premium Level Renewal <ul style="list-style-type: none"><li>Citect Site ID: 59816</li><li>25% Volume Renewal Discount applied</li></ul>	1	CF-CIT-10-7002R	\$19,519.50	\$19,519.50
<b>Cost</b>				<b>\$29,286.45</b>

With the Customer First Program they will receive:

Software Maintenance & Enhancements (Updates and version Upgrades)

- ❖ Access to software version upgrades, patches, service packs, and hot fixes

Live Technical Support via Telephone

Self-Service Web Support

- ❖ Access to state-of-the-art self-help tools via the web, including:

ATR Distributing Co, Inc.  
11857 Kemper Springs  
Cincinnati, Ohio 45240  
513-353-1800



- Robust online knowledgebase
- Rich library of TechNotes
- Technical Support Case Management
- Design and Development Guidance
- Wonderware Security Central
- Wonderware Developer Network

If you have any questions, please feel free to contact me at (800) 421-5253.

Sincerely,

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PRICING DETAIL BY LICENSE FOR CUSTOMER SITE ID: 280571 - CFA#: 137489		
SW Serial #	Part #	Part Description
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2326290-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326291-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326292-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326293-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326294-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std

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11857 Kemper Springs  
Cincinnati, Ohio 45240  
513-353-1800



PRICING DETAIL BY LICENSE FOR CUSTOMER SITE ID: 59816 - CFA# RENEWAL		
SW Serial #	Part #	Part Description
48045017	VICNS101199	VJC Full Server, Unlimited Points
48045017	VJCNS102088	VJC Control Client Redundant
48045017	VJCNS102088	VJC Control Client Redundant
48045017	VCSNS103088	VJC View-Only Redundant
48045017	VJCNS103088	VJC View-Only Redundant
48053088	VJCNS101199	VJC Full Server, Unlimited Points
48053088	VJCNS102099	VJC Control Client, Unlimited
48053088	VJCNS102099	VJC Control Client, Unlimited
48053088	VJCNS103099	VJC View-Only Client Unlimited
48053088	VJCNS103099	VJC View-Only Client Unlimited



RESOLUTION NO. \_\_\_\_\_ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WATER QUALITY, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO PURCHASE SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) CITECT/HISTORIAN SUPPORT SERVICES FOR THE TOWN BRANCH AND WEST HICKMAN WASTE WATER TREATMENT PLANTS AND PUMP STATIONS, FROM ATR DISTRIBUTING CO, INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ATR DISTRIBUTING CO, INC. RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$56,622.30.

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

Section 1 – That the Division of Water Quality, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to purchase Supervisory Control and Data Acquisition (SCADA) Citect/Historian Support Services for the Town Branch and West Hickman Waste Water Treatment Plants and pump stations from ATR Distributing Co, Inc., a sole source provider; and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with ATR Distributing Co, Inc. related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$56,622.30, be and hereby is approved for payment to ATR Distributing Co, Inc., from account # 4002-303401-3401-76102, pursuant to the terms of the purchase requisition.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

1079-24:EPT\_4875-6286-8470, v. 1

RESOLUTION NO. 578 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WATER QUALITY, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO PURCHASE SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) CITECT/HISTORIAN SUPPORT SERVICES FOR THE TOWN BRANCH AND WEST HICKMAN WASTE WATER TREATMENT PLANTS AND PUMP STATIONS, FROM ATR DISTRIBUTING CO, INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ATR DISTRIBUTING CO, INC. RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$56,622.30.

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

Section 1 – That the Division of Water Quality, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to purchase Supervisory Control and Data Acquisition (SCADA) Citect/Historian Support Services for the Town Branch and West Hickman Waste Water Treatment Plants and pump stations from ATR Distributing Co, Inc., a sole source provider; and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with ATR Distributing Co, Inc. related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$56,622.30, be and hereby is approved for payment to ATR Distributing Co, Inc., from account # 4002-303401-3401-76102, pursuant to the terms of the purchase requisition.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024




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MAYOR

ATTEST:




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CLERK OF URBAN COUNTY COUNCIL

1079-24:EPT\_4875-6286-8470, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1082-24**

**File ID:** 1082-24

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 10/21/2024

**Final Action:** 11/21/2024

**File Name:** Request Council authorization to accept a grant award of \$500 from Kentucky American Water's Firefighting Support Grant Program for the purchase of Personal Protective Equipment for the Division of Fire and Emergency Services. No match required.

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. American Water's Firefighting Support Grant Program in order to accept a Grant from Ky. American Water, which Grant funds are in the amount of \$500 for the purchase of Personal Protective Equipment for the Div. of Fire and Emergency Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

**Notes:**

**Sponsors:**

**Enactment Date:** 11/21/2024

**Attachments:** 25-Blue Sheet Memo Fire Award.doc, BA 13331, KAW Check, KYAW Award Email, RESO 1082-24 4863-2935-0646 v.1.docx, R-579-2024

**Enactment Number:** R-579-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
2	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
2	Urban County Council	11/21/2024	Approved				Pass

### Text of Legislative File 1082-24



**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. American Water's Firefighting Support Grant Program in order to accept a Grant from Ky. American Water, which Grant funds are in the amount of \$500 for the purchase of Personal Protective Equipment for the Div. of Fire and Emergency Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

**Summary**

Authorization to accept a Grant award of \$500 from Kentucky American Water's Firefighting Support Grant Program for the purchase of Personal Protective Equipment for the Division of Fire and Emergency Services. No match required. (L1082-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:**

**Risk Management:** N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3300-505707-5772-75601

This Fiscal Year Impact: \$500

Annual Impact: \$0

Project: KYAW\_FIRE\_2025

Activity: OTH\_GRANT

Budget Reference: FY 2025

Current Balance: BA in process



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

**FROM: THERESA REYNOLDS, DIRECTOR  
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE: October 21, 2024**

**SUBJECT: Kentucky American Water 2024 Firefighting Support Grant**

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**Request:** Council authorization to accept a grant award of \$500 from Kentucky American Water's Firefighting Support Grant Program for the purchase of Personal Protective Equipment for the Division of Fire and Emergency Services. No match required.

**Why are you requesting?** The Division of Fire and Emergency Services has received \$500 from Kentucky American Water for the purchase of Personal Protective Equipment hoods. A hood is a required component of the firefighting Personal Protective Equipment ensemble. The hoods will be put into the PPE Quartermaster System to replace damaged or old PPE hoods declared Out of Service (OOS). Most firefighters carry two hoods while on duty due to the risk of damage.

**What is the cost in this budget year and future budget years?** \$500 has been awarded for Fiscal Year 2025. No matching funds are required. Future years funding is dependent upon availability of funds.

**Are the funds budgeted?** Budget amendment is in process.

**File Number:** 1082-24

**Director/Commissioner:** Wells/Armstrong



FUCG Budget Amendment Request Form

Requester: Reynolds Theresa      Date: 10/21/2024      Status: Pending Approval      Amend Nbr: 13331

Business Unit: LFUCG      Journal Date: 10/21/2024      Budget Period: 2025      Bid:      Admin Review:

Personnel, Operating & Capital Accounts									
Fund	Dept	Section	Account	Description	Personalize	Find	View All	First	Last
1 3300	505707	5772	75601	Clothing/Equipment - Other				Amount Division	Journal ID
								500.00 WELLSJG KARMSTRO	
Revenue Accounts									
Fund	Dept	Section	Account	Description	Personalize	Find	View All	First	Last
1 3300	505707	5772	46750	Grant Revenue - Other				Amount Division	Journal ID
								500.00 WELLSJG KARMSTRO	

Project/Grant Revenue

Project/Grant Expenditures

Comments:  
To establish grant budget for KYAW\_FIRE\_2025

Net Amend Amt: 0.00

Submit for Approval



# American Water

1 Water Street  
Camden, NJ 08102

Check No. 1200025071  
Check Date 10/01/2024

Invoice No	Remarks	Invoice amount	Cash Disc	Net Paid
09242024LFUCG	2024 FIREFIGHTING GRANT	500.00	0.00	500.00
		500.00	0.00	500.00

HGF-3



111468 LEXINGTON FAYETTE URBAN COUNTY GOVT

CHECK CONTAINS A VOID PANTOGRAPH, MICROPRINT BORDER, CHEMICAL REACTANTS AND A WATERMARK ON BACK — HOLD AT AN ANGLE TO VIEW

## American Water

1 Water Street  
Camden, NJ 08102

PNC BANK, NA  
NEW JERSEY

55-277  
312

NO. 1200025071  
DATE 10/01/2024

FIVE HUNDRED \*\*\*\*\*

\$\*\*\*\*\*500.00\*  
VOID AFTER 90 DAYS

PAY TO THE  
ORDER OF:

LEXINGTON FAYETTE URBAN COUNTY GOVT  
DIV OF CENTRAL PURCHASING  
200 E Main St  
Lexington KY 40507-1310



AUTHORIZED SIGNATURE

⑈ 1200025071 ⑈ ⑆031202770⑆ 8013584806⑈

\*See Reverse Side For Easy Opening Instructions\*

## American Water

1 Water Street  
Camden, NJ 08102



2D 2 Day Air  
SHARON MILLER  
2300 RICHMOND ROAD  
LEXINGTON KY 40502

F4E991

**From:** Kentucky American Water/AWWSC <[kentuckyamericanwater@amwater.com](mailto:kentuckyamericanwater@amwater.com)>

**Sent:** Thursday, September 19, 2024 11:12 AM

**To:** Ellen U Williams <[Ellen.Williams@amwater.com](mailto:Ellen.Williams@amwater.com)>

**Subject:** Firefighting Support Grant Program

You don't often get email from [kentuckyamericanwater@amwater.com](mailto:kentuckyamericanwater@amwater.com). [Learn why this is important](#)

**[EXTERNAL] Use caution before clicking links and/or opening attachments.**

Congratulations! Your organization has been selected to receive a 2024 Kentucky American Water Firefighting Support Grant. We will be sending a check in the amount of \$500 or contacting you to present a check in person, to be used in the manner described in your grant application. We will be announcing the recipients of the grants with a news release and social media postings prior to Fire Prevention Week.

Kentucky American Water appreciates your organization's efforts throughout the year to make our communities safer places to live and work, and we are pleased to support fire protection efforts by providing quality, reliable water service to your community and lending our support to your organization through this grant program.

If any additional information is needed to process payment, we will be in touch.

Congrats, again!

**Ellen Williams**, External Affairs Specialist

Kentucky American Water | 2300 Richmond Road | Lexington, KY 40502

O: (859) 268-6364 M: (859) 490-9380

[ellen.williams@amwater.com](mailto:ellen.williams@amwater.com)

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RESOLUTION NO. \_\_\_\_\_-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY AMERICAN WATER'S FIREFIGHTING SUPPORT GRANT PROGRAM IN ORDER TO ACCEPT A GRANT FROM KENTUCKY AMERICAN WATER, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$500.00 FOR THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT FOR THE DIVISION OF FIRE AND EMERGENCY SERVICES, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement with the Kentucky American Water's Firefighting Support Grant Program in order to accept a grant from Kentucky American Water which Grant funds are in the amount of \$500.00 for the purchase of Personal Protective Equipment for the Division of Fire and Emergency Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

1082-24:WR:4863-2935-0646, v. 1



RESOLUTION NO. 579 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY AMERICAN WATER'S FIREFIGHTING SUPPORT GRANT PROGRAM IN ORDER TO ACCEPT A GRANT FROM KENTUCKY AMERICAN WATER, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$500.00 FOR THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT FOR THE DIVISION OF FIRE AND EMERGENCY SERVICES, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement with the Kentucky American Water's Firefighting Support Grant Program in order to accept a grant from Kentucky American Water which Grant funds are in the amount of \$500.00 for the purchase of Personal Protective Equipment for the Division of Fire and Emergency Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1083-24**

**File ID:** 1083-24

**Type:** Ordinance

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 10/21/2024

**File Name:** 25-0012- Abolish/Create Water Quality

**Final Action:** 11/21/2024

**Title:** An Ordinance amending the authorized strength by abolishing one (1) classified position of HVAC Technician, Grade 519N, abolishing one (1) classified position of Industrial Mechanic, Grade 517N, creating two (2) classified positions of Public Service Supervisor, Grade 517N, abolishing one (1) unclassified position of Staff Assistant Senior, Grade 511N, creating one (1) unclassified position of Administrative Specialist Principal, Grade 520N, expiring December 31, 2030, all in the Div. of Water Quality, effective upon passage of Council. [Div. of Human Resources, George]

**Notes:**

**Sponsors:**

**Enactment Date:** 11/21/2024

**Attachments:** Bluesheet Memo 25-0012, From to 25-0012, HR  
Fiscal Impact- 25-0012, Ord 1083-24- Create,  
Abolish in Div of Water Quality 4869-8458-4183  
v.1.docx, O-123-2024

**Enactment Number:** O-123-2024

**Deed #:**

**Hearing Date:**

**Drafter:** Alana Morton

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

### Text of Legislative File 1083-24

#### Title

An Ordinance amending the authorized strength by abolishing one (1) classified position of HVAC Technician, Grade 519N, abolishing one (1) classified position of Industrial Mechanic, Grade 517N, creating two (2) classified positions of Public Service Supervisor,

Grade 517N, abolishing one (1) unclassified position of Staff Assistant Senior, Grade 511N, creating one (1) unclassified position of Administrative Specialist Principal, Grade 520N, expiring December 31, 2030, all in the Div. of Water Quality, effective upon passage of Council. [Div. of Human Resources, George]

**Summary**

Authorization to amend the Classified Civil Service and Unclassified Civil Service authorized strength in the Division of Water Quality. Abolish one (1) classified position of HVAC Technician (Grade 519N); Abolish one (1) classified position of Industrial Mechanic (Grade 517N); Create two (2) classified positions of Public Service Supervisor (Grade 517N); Abolish one (1) unclassified position of Staff Assistant Sr. (Grade 511N); Create one (1) unclassified position of Administrative Specialist Principal (Grade 520N) expiring December 31, 2030. This has a 12-month future impact cost of \$20,704.48. (L1083-24) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact:       \$20,704.48

Annual Impact:       \$

Project:

Activity:

Budget Reference:

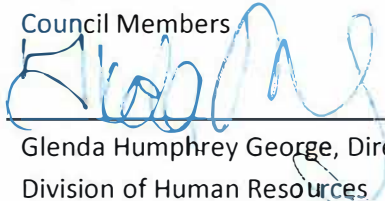
Current Balance:





**MEMORANDUM**

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

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

**DATE:** October 18, 2024

**SUBJECT:** Abolish/Create positions – Division of Water Quality

**Request:**

The attached action amends the classified civil service and unclassified civil service authorized strength in the Division of Water Quality as follows:

- In the classified civil service authorized strength:
  - Abolish one (1) classified position of HVAC Technician (Grade 519N);
  - Abolish one (1) classified position of Industrial Mechanic (Grade 517N);
  - Create two (2) classified positions of Public Service Supervisor (Grade 517N).
- In the unclassified civil service authorized strength:
  - Abolish one (1) unclassified position of Staff Assistant Sr. (Grade 511N);
  - Create one (1) unclassified position of Administrative Specialist Principal (Grade 520N), expiring December 31, 2030.

**Why are you requesting:**

The purpose of these positions is to contribute to the overall success of daily operations and assist upper management in meeting the goals and objectives in the division of Water Quality.

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

This has a 12-month future impact cost of \$20,704.48.



Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
HVAC Technician	\$58,000.80	\$0	(\$58,000.80)
Industrial Mechanic	\$52,609.44	\$0	(\$52,609.44)
Staff Assistant Sr.	\$39,257.92	\$0	(\$39,257.92)
Administrative Specialist Prnl.	\$0	\$60,900.32	\$60,900.32
Public Service Supervisor	\$0	\$52,609.44	(\$52,609.44)
Public Service Supervisor	\$0	\$52,609.44	(\$52,609.44)
<b>Total Annual Impact/ Salary and Benefits \$20,704.48</b>			

File Number: 1083 . 24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 10/18/24

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Water Quality (340)									Division of Water Quality (340)							
340.086	1	633	519N	HVAC Technician	-----	-----	-----		-----	-----	-----	-----	-----	-----	-----	-----
340.090	27	773	517N	Industrial Mechanic	-----	-----	-----		340.090	26	773	517N	Industrial Mechanic	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----	-----		340.115	2	606	517N	Public Service Supervisor	-----	-----	-----

Unclassified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Water Quality (340)									Division of Water Quality (340)							
340.020	1	111	520N	Administrative Specialist Principal	-----	-----	-----		340.020	2	111	520N	Administrative Specialist Principal	-----	-----	-----
340.030	2	104	511N	Staff Assistant Sr.	-----	-----	-----		340.030	1	104	511N	Staff Assistant Sr.	-----	-----	-----



**Bluesheet 25-0012**

**Division Water Quality**

Description		1 or -1	Hour Rate	63122 Base Comp	63511	63615	63621	63622	63624	Employee Total Cost
					Benefits Cost 19.71% Pension	Other Fringe	6.20% FICA	0.044% Unemp	1.45% Medicare	
HVAC Technician (519N)	Abolish	-1.00	27.885	(\$58,000.80)	(\$11,431.96)	(\$5,528.88)	(\$3,860.72)	(\$25.52)	(\$902.91)	(\$79,750.79)
Industrial Mechanic (517N)	Abolish	-1.00	25.293	(\$52,609.44)	(\$10,369.32)	(\$5,528.88)	(\$3,526.46)	(\$23.15)	(\$824.74)	(\$72,881.98)
Staff Assistant Sr., (511N)	Abolish	-1.00	18.874	(\$39,257.92)	(\$7,737.74)	(\$5,528.88)	(\$2,698.66)	(\$17.27)	(\$631.14)	(\$55,871.61)
Administrative Specialist Principal (520N)	Create	1.00	29.279	\$60,900.32	\$12,003.45	\$5,528.88	\$4,040.49	\$26.80	\$944.95	\$83,444.89
Public Service Supervisor (517N)	Create	1.00	25.293	\$52,609.44	\$10,369.32	\$5,528.88	\$3,526.46	\$23.15	\$824.74	\$72,881.98
Public Service Supervisor (517N)	Create	1.00	25.293	\$52,609.44	\$10,369.32	\$5,528.88	\$3,526.46	\$23.15	\$824.74	\$72,881.98
<b>Pay Periods</b>				\$16,251.04	\$3,203.08	\$0.00	\$1,007.56	\$7.15	\$235.64	\$20,704.48

**Annual Cost:** \$20,704.48

Taxable Fringe	\$4,268.88
Total Fringe	\$5,528.88

ORDINANCE NO. \_\_\_\_\_ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF HVAC TECHNICIAN, GRADE 519N, ABOLISHING ONE (1) CLASSIFIED POSITION OF INDUSTRIAL MECHANIC, GRADE 517N, CREATING TWO (2) CLASSIFIED POSITIONS OF PUBLIC SERVICE SUPERVISOR, GRADE 517N, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF STAFF ASSISTANT SENIOR, GRADE 511N, CREATING ONE (1) UNCLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST PRINCIPAL, GRADE 520N, EXPIRING DECEMBER 31, 2030, ALL IN THE DIVISION OF WATER QUALITY, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That subsection line number 340.086 in the classified civil service authorized strength be and hereby is deleted.

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

340.115      2      608    517N      Public Service Supervisor

Section 3 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

340.090      26      773    517N      Industrial Mechanic

Section 4 – That the following subsection line numbers in the unclassified civil service authorized strength be and hereby are amended to read as follows:

340.020      2      111    520N      Administrative Specialist Principal

340.030      1      104    511N      Staff Assistant Sr.

Section 5 – That the term of the Administrative Specialist Principal position in the Division of Water Quality shall expire on December 31, 2030.

Section 6 – That this Ordinance shall become effective upon date of passage.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

1083-24:GET: 4869-8458-4183, v. 1

ORDINANCE NO. 123 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF HVAC TECHNICIAN, GRADE 519N, ABOLISHING ONE (1) CLASSIFIED POSITION OF INDUSTRIAL MECHANIC, GRADE 517N, CREATING TWO (2) CLASSIFIED POSITIONS OF PUBLIC SERVICE SUPERVISOR, GRADE 517N, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF STAFF ASSISTANT SENIOR, GRADE 511N, AND CREATING ONE (1) UNCLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST PRINCIPAL, GRADE 520N, EXPIRING DECEMBER 31, 2030, ALL IN THE DIVISION OF WATER QUALITY, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That subsection line number 340.086 in the classified civil service authorized strength be and hereby is deleted.

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

340.115      2      606    517N      Public Service Supervisor

Section 3 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

340.090      26      773    517N      Industrial Mechanic

Section 4 – That the following subsection line numbers in the unclassified civil service authorized strength be and hereby are amended to read as follows:

340.020      2      111    520N      Administrative Specialist Principal

340.030      1      104    511N      Staff Assistant Sr.

Section 5 – That the term of the Administrative Specialist Principal position in the Division of Water Quality shall expire on December 31, 2030.

Section 6 – That this Ordinance shall become effective upon date of passage.

PASSED URBAN COUNTY COUNCIL: November 21, 2024

  
MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: November 29, 2024-1t

1083-24:GET: 4869-8458-4183, v. 1





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 1084-24**

**File ID:** 1084-24

**Type:** Ordinance

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 10/21/2024

**File Name:** 25-0018 Create Fire & Emergency Services

**Final Action:** 11/21/2024

**Title:** An Ordinance amending the civil service authorized strength by creating thirteen (13) classified positions of Firefighter, Grade 311N, in the Div. of Fire and Emergency Services, effective upon passage of Council. [Div. of Human Resources, George]

### Notes:

### Sponsors:

**Enactment Date:** 11/21/2024

**Attachments:** Bluesheet Memo 25-0018, From to 25-0018, Fiscal Impact 25-0018, Ord 1084-24- Create Firefighter Div of Fire and Emergency Services 4881-9112-3698 v.1.docx, O-124-2024

**Enactment Number:** O-124-2024

### Deed #:

**Hearing Date:**

**Drafter:** Alana Morton

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	10/29/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

### Text of Legislative File 1084-24

#### Title

An Ordinance amending the civil service authorized strength by creating thirteen (13) classified positions of Firefighter, Grade 311N, in the Div. of Fire and Emergency Services, effective upon passage of Council. [Div. of Human Resources, George]

#### Summary

Authorization to create thirteen (13) classified positions of Firefighter (Grade 311N) in the Division of Fire and Emergency Services, effective upon passage of Council. This has a

12-month future impact cost of \$1,352,624.28. Funds are Budgeted. (L1084-24)

(George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]:

Account Number:

This Fiscal Year Impact:       \$1,352,624.00

Annual Impact:       \$

Project:

Activity:

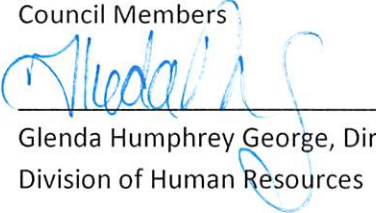
Budget Reference:

Current Balance:



## MEMORANDUM

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

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

**DATE:** October 21, 2024

**SUBJECT:** Create position - Division of Fire & Emergency Services

**Request:**

The attached action requests authorization to create thirteen (13) classified positions of Firefighter (Grade 311N) in the Division of Fire and Emergency Services, effective upon passage of Council.

**Why are you requesting:**

The Division of Fire & Emergency Services is requesting the positions in order to staff EC13, a new emergency care unit that will be in service June 2025.

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

This has a 12-month future impact cost of \$1,534,722.28.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Firefighter	\$0	\$70,499.52	\$70,499.52
Total Annual Impact/ Salary and Benefits \$1,534,722.28			

File Number: 1084.25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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





Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 10/21/24

Sworn

Changes From:

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Fire & Emergency Services (570)									Division of Fire & Emergency Services (570)							
570.110	454	951	311N	Firefighter	-----	-----	-----		570.110	467	951	311N	Firefighter	-----	-----	-----

Blue Sheet 25-0018

Division of Fire & Emergency Services

				63511	63615	63XXX	63621	63622	63624	Employee Total Cost	
				Benefits Cost							
				63131	47.35%	Other	Additional Earning	6.20%	0.044%		1.45%
Description		1 or -1	Hour Rate	Base Comp	Pension	Fringe	Uniform Para	FICA	Unemp	Medicare	
Firefighter	Create	1	16.298	54,240.00	25,683.00	7,629.00	15,363.00	-	31.00	1,102.00	104,048.00
	Create	1	16.298	54,240.00	25,683.00	7,629.00	15,363.00	-	31.00	1,102.00	104,048.00
	Create	1	16.298	54,240.00	25,683.00	7,629.00	15,363.00	-	31.00	1,102.00	104,048.00
	Create	1	16.298	54,240.00	25,683.00	7,629.00	15,363.00	-	31.00	1,102.00	104,048.00
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	Create	1	16.298	54,240.00	25,683.00	7,629.00	15,363.00	-	31.00	1,102.00	104,048.00
Pay Periods				705,120.00	333,879.00	99,177.00	199,719.00	-	403.00	14,326.00	1,352,624.00

Annual Cost: \$1,352,624.00

Taxable Fringe	\$6,369.00
Total Fringe	\$7,629.00

ORDINANCE NO. \_\_\_\_\_ - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING THIRTEEN (13) CLASSIFIED POSITIONS OF FIREFIGHTER, GRADE 311N, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

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

570.110      467    951    311N      Firefighter

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

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

1084-24:GET: 4881-9112-3698, v. 1



ORDINANCE NO. 124 - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING THIRTEEN (13) CLASSIFIED POSITIONS OF FIREFIGHTER, GRADE 311N, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

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

570.110      467    951    311N      Firefighter

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: November 29, 2024-1t

1084-24:GET: 4881-9112-3698, v. 1