# Lexington-Fayette Urban County Government

*200 E. Main St*
*Lexington, KY 40507*

## Docket

**Tuesday, May 13, 2025**

**3:00 PM**

**Packet**

**Council Chamber**

## Urban County Council Work Session

## I. Public Comment - Issues on Agenda

## II. Requested Rezonings/ Docket Approval

## III. Approval of Summary

**a** **0491-25** Table of Motions: Council Work Session, May 6, 2025

***Attachments:*** TOM 050625

## 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** **0490-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with the Tradition at Parks Edge Townhome Association, Inc. ($9,030); Lexington-Fayette Urban County Government Div. of Parks and Recreation ($15,000); Key Assets Ky. Inc. ($11,649); and Growing Together Preschool, Inc. ($2,620), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

***Attachments:*** Capital List 5.13.25
Reso 0490-25 Council Capital (5-13-25) 4935-1778-4130 v.1.docx
R-238-2025
Contract #150-2025 -Parks Edge Townhome
Contract #150-2025 -Growing Together
Contract #150-2025 - Key Assets KY

**b** **0492-25** Summary: Environmental Quality and Public Works, April 22, 2025

***Attachments:*** eqpw_summary_2025-04-22

c **0493-25** Proclamation: Public Works Week

d **0494-25** Presentation: Efficiencies in our Development Processes and Compliance with HB443

***Attachments:*** GGP_2025-5-6 partial (HB443)

## XI. Council Reports

## XII. Public Comment - Issues Not on Agenda

## XIII. Adjournment

## Administrative Synopsis - New Business Items

**a** **0431-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet for the conveyance of property interests necessary for the Liberty Rd. Improvement Project and further authorizing the Mayor to execute a deed and any other documents necessary to convey the property interests relating thereto. [Div. of Parks and Recreation, Conrad]

***Attachments:***
KYTC Liberty Road Project acquisition easement request - Bluesheet Memo S
KYTC Liberty Road Project acquisition easement request 3.21.25
RESO 0431-25 Liberty Road Project KYTC 4904-1655-7119 v.1.docx
R-232-2025
Contract #241-2025

**b** **0439-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 3 to the Agreement with Calhoun Construction Services, Inc., for the New Senior and Therapeutic Center Project, increasing the Contract price by the sum of $1,132,447.13, from $15,428,572.78 to $16,561,019.91. [Dept. of General Services, Ford]

***Attachments:***
Memo-Calhoun Construction -CO3
Justification for Change_CO3
Contract Change Order 1 OF 2 NSTC
CO3 Documentation
RESO 0439-25 Change Order 3 Calhoun Construction - New Senior and Ther
R-233-2025

**c** **0446-25** A Resolution amending Resolution No. 190-2024 to authorize the Chief Information Officer, or her designee, to execute any documents related to the Agreement with Granicus, LLC for Short-Term Rental Tracking and Monitoring Software and authorizing payment of $60,176.37 in FY 2025 and increases up to ten percent (10%) annually thereafter, subject to sufficient funds being appropriated in future fiscal years. [Div. of Computer Services, Stewart]

***Attachments:***
Granicus STR Legistar Memorandum
Granicus Short Term Rental Solution for Revenue General-Subscription-and-S
KY_Lexington-Fayette Urban County KY_Q-419813_2025APR22
RESO 446-25 Amend Reso 190-2024 4934-7799-5846 v.1.docx
R-249-2025

**d** **0449-25** A Resolution changing the property street name of 320 Hannah Todd Place to 324 Hannah Todd Place, and changing the street name and property address number of 700 East Main Street to 104 Clay Ave., 1300 Castle Rock Way to 3885 Walnut Station Rd., all effective thirty (30) days from passage. [Div. of Enhanced 911, Patton]

***Attachments:***
Memo 1st Quarter address change 2025
Copy of 1st Quarter Address Changes - Council info
1st Quarter Resolution Draft -v.1
449-25 1st qtr changes e man to clay 4917-9997-1644 v.1.docx
R-250-2025

**e** **0450-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Site-Specific Agreement with the Jessamine South Elkhorn Water District and BCSC, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of property in Jessamine County. [Div. of Water Quality, Martin]

***Attachments:***
Blue Sheet Memo
BCSC, LLC SSA
BCSC, LLC Exhibit A
BCSC, LLC Exhibit B
BCSC, LLC Map
RESO 0450-25 4925-8233-1965 v.1.docx
R-251-2025

**f** **0453-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds of easement from owners of record, for property interests needed for the Savannah-Guilford Stormwater Improvements Project, at a cost not to exceed $1,010. [Div. of Water Quality, Martin]

***Attachments:***
Blue_Sheet Memo
Easement Map
RESO 453-25 Deeds of Easement - Savannah-Guilford Stormwater Improven
R-234-2025
8624 - 234-2025 - DEED - - CLK - LFUCG Contracts-Deeds - 7-8-2025
8625 - 234-2025 - DEED - - CLK - LFUCG Contracts-Deeds - 7-8-2025
8626 - 234-2025 - DEED - - CLK - LFUCG Contracts-Deeds - 7-8-2025

**g** **0456-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Purchase of Service Agreement with TEConomy Partners, LLC,

extending the Agreement's term to June 30, 2025, at no additional cost to the Urban County Government. [Mayor's Office, Atkins]

***Attachments:*** Blue Sheet TEConomy Partners April 2025
TEConomy FIRST AMENDMENT TO PSA with TECONOMY .2 . 4922-6402-4
TEConomy PSA October 2024
RESO 456-25 First Amendment to PSA with Teconomy 4900-6638-8550 v.1.d
R-235-2025

**h** **0458-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP No. 1-2025) with Tetra Tech, Inc., for Annual Program Management Services for Consent Decree implementation and MS4 Permit Compliance, at a cost not to exceed $814,000, subject to the Budgeting of sufficient funds in Fiscal Year 2026. [Div. of Water Quality, Martin]

***Attachments:*** Blue Sheet_Memo
Tetra Tech ESA (1)
RESO 0458-25 4906-6861-2159 v.1.docx
R-252-2025
Contract #167-2025

**i** **0471-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Lexington Habitat for Humanity, Inc., under the 2020 HOME Investment Partnerships Program, extending the period of performance through December 31, 2026, and further authorizing the Mayor to execute any other necessary amendments related to this Agreement. [Div. of Grants and Special Programs, Reynolds]

***Attachments:*** 25-Blue Sheet Memo Lex Habitat Amendment No. 2
FY21 HOME - Lexington Habitat DPA Amendment No. 2 - FINAL
RESO 471-25 4909-3302-1255 v.3.docx
R-253-2025
Contract #169-2025

**j** **0472-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Lexington Habitat for Humanity, Inc., under the 2022 HOME Investment Partnerships Program, extending the period of performance through December 31, 2026, and further authorizing the Mayor to execute any other necessary amendments related to this Agreement. [Div. of Grants and Special Programs, Reynolds]

***Attachments:*** 25 - Blue Sheet Memo - Lex Habitat Extension
FY23 HOME - Lexington Habitat DPA Amendment - FINAL
RESO 472-25 4902-3126-2023 v.1.docx
R-254-2025

**k** **0473-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Office of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $435,464 in Federal funds under the State Homeland Security FY2025 DHS/FEMA Grant, to purchase an Emergency Response Unit Rapid Response Vehicle, no matching funds are required. [Div. of Police, Weathers]

***Attachments:*** 25-Blue Sheet Memo LPD ERU Vehicle
473-25 homeland grant 4904-6782-4193 v.1.docx
R-255-2025

**l** **0474-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the University of Ky. Army ROTC, for the use of Hisle Farm Park for ROTC Training, at no cost to the government. [Div. of Parks and Recreation, Conrad]

***Attachments:*** Blue Sheet Memo UK Army ROTC - Signed
LPR UK Army ROTC MOU Executed 043025
RESO 0474-25 ROTC MOU 4938-7214-5471 v.1.doc
R-363-2025

**m** **0476-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Facilitron Permits and Honorariums, with the Fayette County Board of Education, for the Div. of Parks & Recreation, for space to host the Extended School Program (ESP) and the Recreational Enrichment and Learning Program (REAL) for the 2024-2025 school year, at a cost not exceed $40,000. [Div. of Parks and Recreation, Conrad]

***Attachments:*** Memo ESP-REAL 24-25 School Year FCPS Honorarium - Signed
Contribution letter School Year 2025-26 (All Schools)
ESP - GM - Facilitron - SY 24-25 - B2GTDMESDKEJ
ESP - GM - Facilitron - SY 24-25 - Terms of Use
ESP - SW - Facilitron - SY 24-25 - B2GTDMESDKEJ
ESP - SW - Facilitron - SY 24-25 - Terms of Use
ESP - Y - Facilitron - SY 24-25 - 7E4XXMNH2527
ESP - Y - Facilitron - SY 24-25 - Terms of Use
ESP -MC - Facilitron - SY 24-25 - Terms of Use
ESP -MC - Facilitron - SY 24-25 - XW3ZECN5CCT9
REAL - EJH - Facilitron - SY 24-25 - B6Y4Y26EF7NC
REAL - EJH - Facilitron - SY 24-25 - Terms of Use
REAL - JC - Facilitron - SY 24-25 - FF43HK3ND5R4
REAL - JC - Facilitron - SY 24-25 - Terms of Use
Requistion - ESP - Honorariums SY 24-25
RESO 0476-25 Facilitron Permits & Honorariums for ESP 4904-1882-8096 v.
R-256-2025

**n** **0478-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with SVI Trucks for purchase of a SVI 18' Air Truck at a cost not to exceed $779,168. [Div. of Fire and Emergency Services, Wells]

***Attachments:*** SVI Blue sheet memo_052025
SVI Contract_052025
478-25 svi 4936-1800-8129 v.1.doc
R-236-2025
Conract #139-2025

**o** **0482-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Seagrave Fire Apparatus, LLC., for purchase of a new rural-specific pumper apparatus at a cost not to exceed $1,213,010. [Div. of Fire and Emergency Services, Wells]

***Attachments:*** Seagrave Agreement blue sheet memo_05072025
Seagrave Rural Pumper Agreement_May 2025
482-25 seagrave 4929-5694-5985 v.1.doc
R-237-2025
Contract #140-2025

# Lexington-Fayette Urban County Government

## Master

200 E. Main St
Lexington, KY 40507

### File Number: 0491-25

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0491-25 | **Type:** | Summary | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | | **In Control:** | Urban County Council |
| | | | | **File Created:** | 05/09/2025 |
| **File Name:** | Table of Motions: Council Work Session, May 6, 2025 | | | **Final Action:** | 05/13/2025 |
| **Title:** | Table of Motions: Council Work Session, May 6, 2025 | | | | |
| **Notes:** | | | | | |
| **Sponsors:** | | | | **Enactment Date:** | |
| **Attachments:** | TOM 050625 | | | **Enactment Number:** | |
| **Deed #:** | | | | **Hearing Date:** | |
| **Drafter:** | | | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved | | | | Pass |

### Text of Legislative File 0491-25

Title

Table of Motions: Council Work Session, May 6, 2025

**URBAN COUNTY COUNCIL**
**WORK SESSION**
**TABLE OF MOTIONS**
**May 6, 2025**

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

Motion by Baxter to move items c and d under Continuing Business and Presentations to the top of the May 6, 2025 Work Session Agenda. Seconded by Reynolds. Motion passed without dissent.

Motion by Ellinger II to place on the docket for the May 29, 2025, Council Meeting, a Resolution approving the FY 2026 Budget of the Transit Authority of the Lexington-Fayette Urban County Government (LexTran) pursuant to KRS 96A.360 and requesting that the Commissioner of Finance authorize the Fayette County Sheriff's Office to disburse the funds to LexTran collected from the Ad Valorem Tax approved by voters on November 9, 2004. Seconded by Morton. Motion passed without dissent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Sevigny to approve the May 8, 2025 Council Meeting Docket, as amended. Seconded by Gray. Motion passed without dissent.

Motion by Reynolds to place on the docket for the May 8, 2025 Council Meeting, a resolution granting a waiver to the requirements in Resolution 40-2007 related to the Residential Parking Permit Program for the 700 block of W. Main St. Seconded by Ellinger II. Motion passed without dissent.

Motion by Brown to table the approval of the May 8, 2025 Council Meeting Docket until after I. Public Comment - Issues on Agenda, is concluded. Seconded by Gray. Motion passed without dissent.

Upon notice of additional public comment for I. Public Comment - Issues on Agenda, public comment resumed and concluded.

Motion by Brown to remove from the table the approval of the May 8, 2025 Council Meeting Docket. Seconded by Reynolds. Motion passed without dissent.

Motion by Beasley to place on the docket for the May 8, 2025, Council Meeting, a Resolution accepting the bid of Szabo Project Services, Inc., in the amount of $40,840.00, for the Monument Signs at Tates Creek Golf Course and Aquatic Center Entrance, for the Division of Parks and Recreation, and authorizing the Mayor to execute an agreement with Szabo Project Services, Inc., related to the bid. Seconded by Baxter. Motion passed without dissent.

Motion by Brown to amend item 7 under VIII. Ordinances - First Reading on the Work Copy Docket for the May 8, 2025 Council Meeting, to remove in Sec. 1 – 11.- Definitions, the definition of Temporary Construction Trailer. Seconded by Baxter. Motion passed without dissent.

Motion by Reynolds to remove item 7 under VIII. Ordinances – First Reading from the Work Copy Docket for the May 8, 2025 Council Meeting, and to suspend the rules to allow discussion of this ZOTA as part of Continuing Business at Work Session on May 13, 2025. Seconded by Curtis. Motion passed without dissent.

III. Approval of Summary

Motion by Curtis to approve the April 29, 2025 Work Session Summary. Seconded by Gray. Motion passed without dissent.

IV. Budget Amendments

Motion by Sevigny to approve Budget Amendments. Seconded by Gray. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Communications from the Mayor- Appointments

Motion by Gray to approve Communications from the Mayor – Appointments. Seconded by Sevigny. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

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

X. Continuing Business/Presentations

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

Sheehan provided a summary of the March 4, 2025, General Government and Planning Committee.

XI. Council Reports

Motion by Beasley to place E911 Fund Revenue Source in the Budget, Finance, and Economic Development Committee to review current funding challenges and explore alternatives for funding E911 services in Lexington-Fayette County. Seconded by Reynolds. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Wu adjourned the meeting at 5:37 p.m.

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

### File Number: 0490-25

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0490-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | 150-2025 | **In Control:** | Urban County Council |
| | | | | **File Created:** | 05/08/2025 |
| **File Name:** | Capital List 5/13/25 | | | **Final Action:** | 05/29/2025 |

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with the Tradition at Parks Edge Townhome Association, Inc. ($9,030); Lexington-Fayette Urban County Government Div. of Parks and Recreation ($15,000); Key Assets Ky. Inc. ($11,649); and Growing Together Preschool, Inc. ($2,620), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Notes:** Key Assets, THe Tradition, Growing Together PReschool stamped and filed in the CCO 6/10/2025. MS

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | 05/29/2025 |
| **Attachments:** | Capital List 5.13.25, Reso 0490-25 Council Capital (5-13-25) 4935-1778-4130 v.1.docx, R-238-2025, Contract #150-2025 -Parks Edge Townhome, Contract #150-2025 -Growing Together, Contract #150-2025 - Key Assets KY | **Enactment Number:** | R-238-2025 |
| **Deed #:** | | **Hearing Date:** | |
| **Drafter:** | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 05/29/2025 | | |
| 1 | Urban County Council | 05/29/2025 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 05/29/2025 | Approved | | | | Pass |

### Text of Legislative File 0490-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with the Tradition at Parks Edge Townhome Association, Inc. ($9,030); Lexington-Fayette Urban County Government Div. of Parks and Recreation ($15,000); Key Assets Ky. Inc. ($11,649); and Growing Together Preschool, Inc. ($2,620), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

..Summary

**Organization:**

The Tradition at Parks Edge Townhome Association, Inc.

Bob Maggard

1105-121001-0001-71102

**Purpose:**

For water quality improvement cleanup of a retention basin in a common area of the townhome community

**Amount:**

$ 9,030.00

**Organization:**

LFUCG - Parks and Recreation

Michelle Kosieniak

1105-707602-7221-90315-711

**Purpose:**

For a fence around Berry Hill Park

**Amount:**

$ 15,000.00

**Organization:**

Key Assets Kentucky, Inc.

Jennifer Hall

1105-121001-0001-71102

**Purpose:**

For the purchase and installation of a new security system for 3 group homes based in Lexington

**Amount:**

$ 11,649.00

**Organization:**

Growing Together Preschool
Denise Menshouse
1105-121001-0001-71102

**Purpose:**

For installation of exterior lighting and outlets for increased visibility, deterred trespassing and vandalism, and safety precautions

**Amount:**

$ 2,620.00

**Council Capital Projects**
**May 13, 2025**
**Work Session**

| Amount | Recipient | Purpose |
|---|---|---|
| **$ 9,030.00** | The Tradition at Parks Edge Townhome Association, Inc.<br>Bob Maggard<br>1105-707603-7232-76101 | For water quality improvement cleanup of a retention basin in a common area of the townhome community |
| **$ 15,000.00** | LFUCG - Parks and Recreation<br>Michelle Kosieniak<br>1105-707602-7221-90315-711 | For a fence around Berry Hill Park |
| **$ 11,649.00** | Key Assets Kentucky, Inc.<br>Jennifer Hall<br>1105-121001-0001-71102 | To assist with the purchase of bedroom furniture |
| **$ 2,620.00** | Growing Together Preschool<br>Denise Menshouse<br>1105-121001-0001-71102 | To support purchase and installation of wooden kiosks with educational tree and native flower educational information |

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH THE TRADITION AT PARKS EDGE TOWNHOME ASSOCIATION, INC. ($9,030.00); LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF PARKS AND RECREATION ($15,000.00); KEY ASSETS KENTUCKY INC ($11,649.00); AND GROWING TOGETHER PRESCHOOL, INC. ($2,620.00), 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 an agreement related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with The Tradition at Parks Edge Townhome Association, Inc., Lexington-Fayette Urban County Government Division of Parks and Recreation, Key Assets Kentucky Inc., and Growing Together Preschool, Inc., for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to The Tradition At Parks Edge Townhome Association, Inc. ($9,030.00); Lexington-Fayette Urban County Government Division of Parks and Recreation ($15,000.00); Key Assets Kentucky Inc ($11,649.00); And Growing Together Preschool, Inc. ($2,620.00), from account #1105-121002-91715, 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
0490-25:GET:4935-1778-4130, v. 1

RESOLUTION NO. 238 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH THE TRADITION AT PARKS EDGE TOWNHOME ASSOCIATION, INC. ($9,030.00); LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF PARKS AND RECREATION ($15,000.00); KEY ASSETS KENTUCKY INC ($11,649.00); AND GROWING TOGETHER PRESCHOOL, INC. ($2,620.00), 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 an agreement related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with The Tradition at Parks Edge Townhome Association, Inc., Lexington-Fayette Urban County Government Division of Parks and Recreation, Key Assets Kentucky Inc., and Growing Together Preschool, Inc., for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to The Tradition At Parks Edge Townhome Association, Inc. ($9,030.00); Lexington-Fayette Urban County Government Division of Parks and Recreation ($15,000.00); Key Assets Kentucky Inc ($11,649.00); And Growing Together Preschool, Inc. ($2,620.00), from account #1105-121002-91715, 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: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0490-25:GET:4935-1778-4130, v. 1

Docusign Envelope ID: E154516C-5DFA-441A-8D61-22FEE8F276C3



AGREEMENT

THIS AGREEMENT, made and entered into on the June 4, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and The Tradition at Parks Edge Townhome Association, Inc. (Hereinafter "Organization"), of 141 Prosperous Pl. #21, Lexington, KY 40509, Fayette County).

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds**. Government hereby grants Organization the sum of $9,030 for the following lawful public purpose:

   *[For water quality improvement cleanup of a retention basin in a common area of the townhome community.]*

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 4, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**.

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

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

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

Docusign Envelope ID: E06B711C-518F-4D45-820F-C28A62DEAF28



AGREEMENT

THIS AGREEMENT, made and entered into on the June 4, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Growing Together Preschool (Hereinafter "Organization"), of 599 Lima Dr., Lexington, KY 40511, Fayette County).

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds**. Government hereby grants Organization the sum of $2,620 for the following lawful public purpose:
   *[For installation of exterior lighting and outlets for increased visibility, deterred trespassing and vandalism, and safety precautions.]*

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 4, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**.

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

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

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

AGREEMENT

THIS AGREEMENT, made and entered into on the June 4, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Key Assets Kentucky, Inc. (Hereinafter "Organization"), of 2331 Fortune Dr. Ste. 225, Lexington, KY 40509, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds**. Government hereby grants Organization the sum of $11,649 for the following lawful public purpose:

   *[For the purchase and installation of a new security system for 3 group homes based in Lexington.]*

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 4, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**

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

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

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Jennifer Hall
Key Assets Kentucky, Inc.
Jennifer Hall

4857-1913-5132, v. 4

# Lexington-Fayette Urban County Government

## Master

200 E. Main St
Lexington, KY 40507

### File Number: 0492-25

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0492-25 | **Type:** | Summary | **Status:** | Received and Filed |
| **Version:** | 1 | **Contract #:** | | **In Control:** | Urban County Council |
| | | | | **File Created:** | 05/09/2025 |
| **File Name:** | Summary: Environmental Quality and Public Works, April 22, 2025 | | | **Final Action:** | 05/13/2025 |
| **Title:** | Summary: Environmental Quality and Public Works, April 22, 2025 | | | | |
| **Notes:** | | | | | |
| **Sponsors:** | | | | **Enactment Date:** | |
| **Attachments:** | eqpw_summary_2025-04-22 | | | **Enactment Number:** | |
| **Deed #:** | | | | **Hearing Date:** | |
| **Drafter:** | | | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Received and Filed | | | | |

### Text of Legislative File 0492-25

Title

Summary: Environmental Quality and Public Works, April 22, 2025

# Environmental Quality & Public Works (EQPW) Committee

April 22, 2025

Summary and Motions

Chair Hannah LeGris called the meeting to order at 1:00 p.m.

Committee Members Dave Sevigny, James Brown, Tyler Morton, Emma Curtis, Liz Sheehan, Denise Gray, Amy Beasley, and Hil Boone were present. Committee Member Joseph Hale was absent. Vice Mayor Dan Wu, Council Member Chuck Ellinger II, and Council Member Shayla Lynch were present as non-voting members.

## I. APPROVAL OF MARCH 11, 2025 COMMITTEE SUMMARY

Motion by Morton to approve the March 11, 2025 Environmental Quality & Public Works Committee Summary. Seconded by Curtis. Motion passed without dissent.

## II. URBAN FORESTRY / STREET TREES UPDATE

Heather Wilson, Urban & Community Forestry Section Manager, began with an overview of Urban Forestry and how trees provide Lexington with environmental, health, social, and economic benefits. She reviewed the canopy tree coverage statistics and future goals for the program. She spoke about the Lex Grow Trees campaign and reviewed the target areas for funding. There was an infusion to the Hazardous Street Tree (Cost-Share) Program to help clear the backlog. Pilot programs resulted in 389 trees being planted and addressed targeted goals. In round one, nine recipients received grant funding; in round two, six received grant funding. Lauren Gawthrop with Impression Marketing reviewed the survey results from 454 online surveys representing all Lexington zip codes. There were 37 survey questions with a combination of open-ended questions and ranking exercises to assess attitudes and feelings about trees. She mentioned the things Lexington residents said were of concern or things they love.

She reviewed a graphic to illustrate that a significant percentage of people understand the correct method for mulching, but there is still confusion about tree care practices. Wilson suggested never planting a tree over 1.5 inches in diameter. Planting larger-caliper trees provides an instant impact, but the smaller trees catch up and grow quickly. There is concern about areas where several trees are planted, but the trees are not growing. Wilson said mulching and pruning help, and the idea is to have a program dedicated to mulching and maintaining. Tree plotter software allows you to see the tree canopy grow. When asked about percentages and how they correlate to districts, Gawthrop said there wasn't a strong correlation.

Wilson noted that Fayette County Public Schools is engaged in increasing the canopy, but the University of Kentucky's grounds include agricultural research spaces that are not ideal for the canopy. Looking for ways to be impactful and increase tree canopy, Wilson said some rights-of-way are state-owned, and issues are with Traffic Engineering and the location. Spaces ideal for planting need to be free from being used for events, etc., and trees can also slow traffic. Regarding the Tree Canopy website, Wilson said the Tree Plotter is live, and she can work with each office to navigate this. **No action was taken on this item.**

## III. LEXTRAN SERVICES AND ENVIRONMENTAL IMPACTS

Fred Combs, General Manager of Lextran, provided an overview of Lextran's services and environmental impacts. Highlights for 2025 include Transit Center renovation, Collective Bargaining Agreements, micro-transit feasibility, on-time performance, technology systems improvements, hiring and retention, and paratransit outreach. There are 25 fixed-route service routes; paratransit services (Wheels) operate county-wide. Combs reviewed the micro-transit feasibility study, including data analysis, case studies, and preliminary findings. Bus Rapid Transit (BRT) is a bus service that mimics light rail: high frequency, dedicated lanes, faster boarding times, and unique branding. He reviewed environmental impacts such as replacing diesel with cleaner fuels, expanding CNG fueling, and installing solar lighting at bus stops. Looking ahead to 2026, the focus is on completing major projects, making fixed route service improvements, and incorporating new vehicles.

Combs confirmed the micro-transit study should be complete next month; however, implementation depends on securing funding. There was concern about the Wheels program when a passenger scheduled a ride in advance; however, they remained on the bus for a while before they arrived at their destination. Combs said they are working on improvements to the reservation process. Combs noted that micro-transit will not replace bus routes but must interface with the fixed route service. Combs confirmed the feasibility study will not be complete until after the fiscal year, and no funding is requested for micro-transit in their budget because their priority is service frequency. They are looking for partners because they can manage and operate the service; however, they can't justify diverting resources to micro-transit when they have other needs. Considering a pilot program to test this out, Combs said it would likely be over $500,000 per year for one zone, but the feasibility study results will show the exact funding amounts. Combs confirmed they have not included money in their budget for a pilot program.

Regarding an additional study for implementing *Imagine Nicholasville Road,* including BRT, Combs said the study is close to completion. He noted that the Metropolitan Planning Organization (MPO) and the Kentucky Transportation Cabinet (KYTC) manage this project. The study's outcome is what they would need to be able to write a grant, but there is uncertainty regarding federal grants at this time. Combs pointed out they don't have to wait to pull some of the elements of BRT into their current service. **No action was taken on this item.**

## IV. ITEMS REFERRED TO COMMITTEE

No Action was taken on this item.

The meeting adjourned at 2:26 p.m.

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

### File Number: 0493-25

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0493-25 | **Type:** | Presentation | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contract #:** | | **In Control:** | Urban County Council |
| | | | | **File Created:** | 05/09/2025 |
| **File Name:** | Proclamation: Public Works Week | | | **Final Action:** | 05/13/2025 |
| **Title:** | Proclamation: Public Works Week | | | | |
| **Notes:** | | | | | |
| **Sponsors:** | | | | **Enactment Date:** | |
| **Attachments:** | | | | **Enactment Number:** | |
| **Deed #:** | | | | **Hearing Date:** | |
| **Drafter:** | | | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Received and Filed | | | | |

### Text of Legislative File 0493-25

Title

Proclamation: Public Works Week

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

### File Number: 0494-25

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0494-25 | **Type:** | Presentation | **Status:** | Agenda Ready |
| **Version:** | 1 | **Contract #:** | | **In Control:** | Urban County Council |
| | | | | **File Created:** | 05/09/2025 |
| **File Name:** | Presentation: Efficiencies in our Development Processes and Compliance with HB443 (continued discussion from May 6, 2025 GGP Committee Meeting) Presentation: Efficiencies in our Development Processes and Compliance with HB443 | | | **Final Action:** | |

**Title:** Presentation: Efficiencies in our Development Processes and Compliance with HB443 (continued discussion from May 6, 2025 GGP Committee Meeting)

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | GGP_2025-5-6 partial (HB443) | **Enactment Number:** | |
| **Deed #:** | | **Hearing Date:** | |
| **Drafter:** | | **Effective Date:** | |

### History of Legislative File

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

### Text of Legislative File 0494-25

Title

Presentation: Efficiencies in our Development Processes and Compliance with HB443

(continued discussion from May 6, 2025 GGP Committee Meeting)

LEXINGTON

# ZOTA-25-00001: MINISTERIAL REVIEW OF DEVELOPMENT PLANS

*Daniel Crum, Planner Principal*
*Division of Planning*
*General Government and Planning Committee*
*May 6, 2025*

# Introduction to HB 443

- Kentucky Legislature introduced and approved in 2024 legislative session
- Creates a new section of KRS Chapter 100 to require that local laws dealing with subdivision plats and development plans be set out by objective standards and applied ministerially, and to set out conditions for application of discretion
- Effective July 1, 2025

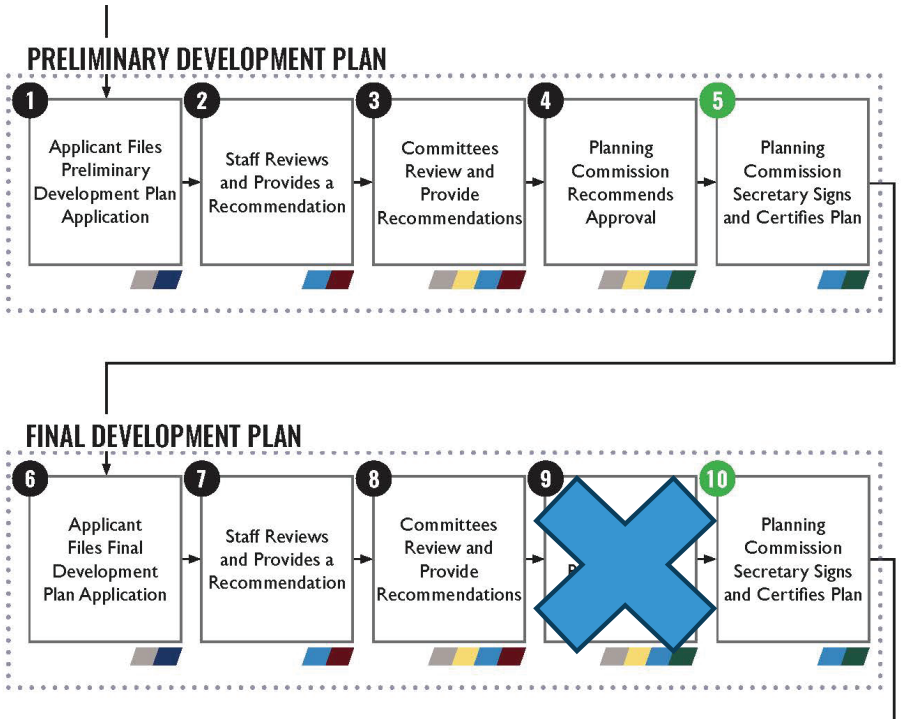
# Key Terms

- **Objective standards**
  - Measurable, specific, unbiased, equitable
- **Applied ministerially**
  - An administrative act carried out in a prescribed manner not allowing for personal discretion
- Set out conditions for application of **discretion**
  - Establish parameters for when the Planning Commission would utilize discretion
  - Similar to a waiver of the Land Subdivision Regulations

# Anticipated Change to the Development Plan Process

- Preliminary DP with a Zone Change
  - No change to the process, zone change requests are discretionary

- Final DP
  - No change to Application, Staff Review and Technical Review Committee steps
  - Planning Commission Review would occur for a waiver or deviation of the standards, OR if a requirement would pose a specific threat to public health, safety, or welfare in the affected area



# Overview of the Proposed Changes

- Updating zoning ordinance definitions for clarity, consistency, and to address process changes
- Removing subjective criteria and processes and replacing them with objective criteria
- Creating objective standards in the Zoning Ordinance for items that traditionally were part of other Divisions' sign-off processes (DES, Traffic Engineering, etc.)
- Reducing the number of items that require hearings
- Implementing updated Development Plan process

# Public Input and Participation under HB443

- Mandatory shift to a ministerial process removes discretion, as well as the ability to consider public comment in review of Final Development Plans/ Plats
- Review of the plans becomes a staff-level item, unless waivers are requested by the applicant or a specific health, safety, or welfare concern is identified
- Avenues for Public Participation
  - Plan-making stage
  - Policy-making stage
  - Preliminary Development Plans
  - During the waiver review process
  - During review of projects forwarded to the Planning Commission due to a specific Health, Safety, or Welfare concern raised by staff

## Public Engagement and Comment

- Met in person with various stakeholder groups
  - Commercial Property Association of Lexington
  - Building Industry Association
  - Fayette Alliance
  - Land use attorneys
- Notice mailed to 280 active neighborhood associations
- Written citizen comment submitted through email

## Changes Made to Text in Response to Public Feedback

- Eliminated portions of the text that did not have a direct bearing on HB 443
- Eliminated provisions that were not previously being applied or reviewed during the current sign-off process
- Further streamlined the review process by eliminating unnecessary pre-application requirements
- Edited the text for consistency and clarity

LEXINGTON

## Planning Commission Recommendation

- Held public hearings on 3-27-2025 and 4-10-2025
- Comments primarily concerned with public input opportunities, as well as the portions of the text that codify the sign-off standards
- Planning Commission recommended approval of the Staff Alternative language, with minor revisions
- The commission issued a strong recommendation for the Council to consider opportunities for public comment and participation

# Questions?

LEXINGTON

| Summary of Staff Changes to ZOTA-25-00001 based on Public Feedback and Comment | | | |
|---|---|---|---|
| Article | Item/Provision | Citizen Concern | Staff Action |
| 1 | Created a definition for single-lane and multi-lane drive throughs. | Language differentiating the two uses was unclear | Created singular defintition for "drive-through" and did not further differentiate between the two. |
| 6 | Removed the ability for non-government entities to request a Zoning Ordinance Text Amendment directly. | Is outside the scope of what is required for HB 443. Also significant concerns about reducing opportunities for citizen input. | Removed from the text as it did not directly relate to House Bill 443. Will be addressed under a separate ZOTA. |
| 16 | 100-foot required buffer from drive-through to residential uses. | Excessive requirement, and makes mixed-use difficult to implement | Removed from the text, as it was a new standard that had not previously been applied. |
| 16 | Created requirement that prohibited parking from backing out into the right of way, and required that nonconforming lots be brought up to current standards with any expansion of the structure | Even minor remodels or increases in scope would trigger the need to make more impactful parking lot redevelopment | Created a threshold of 30% increase in the size of the structure before parking reconfiguration would be required. |
| 16 | Required Planning Commission approval of multiple drive through lanes | Required PC approval even when the use meets all objective criteria | Removed from the text. The House Bill 443 does not allow for plans to be elevated to the PC except for waivers. |
| 16 | Prohibited locating drive-through lanes from being located between the structure and the street. | Creates issues when a lot has double frontage, or a road to the rear. | Modified language to refer to the front yard area only, allowing for stacking to occur to the rear in cases where the lot has double frontage. |
| 16 | Commercial access width maximums were established | Does not allow for exceptions for non-traditional entrances, such as right-in/right-out entrances | Incorporated exemption to allow for right-in/ right out access points that would typically exceed the allowable width. |
| 16 | Language on specific dimensions of bike parking areas | Needlessly specifc | Removed language. Did not need to address this level of specificity in the ordinance |
| 16 | Language on bike parking location | Proposed distance was in conflict with another required distance in the ordinance | Removed conflicting portion of language for clarity. |
| 16 | Prohibition on gated access points for commercial properties | Prohibits uses of gates for uses such as parking lots, secured uses like self-storage, and other uses | Modified the provision to only prohibit the gating of private streets. |
| 21 | Created a requirement for a pre-application process prior to filing | Adds an extra delay for the process, even if they meet all requirements. | Modified language so that the meeting was no longer required, as it was contrary to the streamlined review process envisioned by HB 443. |
| 21 | Prohibited cost from being considered as a justification for a waiver | Costs are a part of all types of development, and weigh into how reasonable the waiver request is. | Modified language to allow cost to be considered as a part of the justification, as long as the other neccessary findings and criteria are met. |
| 21 | Required a hearing if to project was required to be reviewed by an appointed board (Such as the Royal Springs Aquifer Committee). | Required a hearing even if the applicant meets the recommendations established by the boards / committees. | Modified language so that a PC hearing is only required if the applicant does not wish to implement a portion of their recommendation. |

## Sec. 1-11. - Definitions.

For the purpose of this Zoning Ordinance, certain terms are herewith defined. When not inconsistent with the context, words used in the present tense include the future; words in the singular number include the plural; words in the plural number include the singular; the term "person" includes association, firm, partnership, trust, governmental body, corporation, organization, as well as an individual; the term "structure" includes building; the term "occupied" includes arranged, designed or intended to be occupied; the term "used" includes arranged, designed or intended to be used; the term "shall" is always mandatory and not merely directive; the term "may" is permissive; and the term "lot" includes plot or parcel. Other words and terms shall have the following respective meanings:

*Assisted living facility* means a residential facility, other than a nursing home, with multiple and separate living ~~facilities~~ units , ~~generally for persons who are fifty-five (55) years of age or over~~, meal preparation, laundry services, room cleaning, transportation, and/or recreation may also be provided, as well as some medical services, exclusively for the residents of the facility.

*Division of engineering manuals* (also known as the engineering manuals, or the manuals) is a set of ~~seven (7)~~ eight (8) documents to provide standards for the design, review, construction, maintenance and inspection of infrastructure. The engineering technical manuals are construction inspection (also known as the inspection manual), geotechnical, roadway, sanitary sewer and pumping station, stormwater, and structures. In addition to the six (6) technical manuals, a procedures manual for infrastructure development (also known as the procedures manual) establishes the responsibilities and procedures to be used by the Lexington-Fayette Urban County government, the land developer and the project engineer; and a maintenance manual for post-construction stormwater controls that outlines minimum maintenance requirements. These manuals are hereby adopted by the urban county government and incorporated into this Zoning Ordinance by reference. From time to time, the urban county government may revise, modify, or amend the manuals in conformance with the procedure established in the procedures manual. When any of the engineering manuals are cited by this Zoning Ordinance, the current edition, latest revision, shall be referenced.

*Drive-through facility* means a facility including, but not limited to, drive aisles, stacking areas, menu boards, order points, and pick-up points which accommodate customers in automobiles for the provision of goods and/or services.

~~*Elderly housing means* multiple-family structures containing at least twenty-four (24) units and solely devoted to housing families consisting of two (2) or more persons, of which the head (or his spouse) is sixty-two (62) years of age or over, or is handicapped; and single persons who are sixty-two (62) years of age or over, or are handicapped.~~

*Environmentally sensitive area* means any area, which, due to its natural or physical setting, may have environmental constraints concerning development; such lands shall include, but shall not be limited to, areas of steep slope (over 15%), floodplains, sinkholes, springs, blueline streams, ponds, areas of alluvial soils, improper fill, wetlands, significant areas of tree stands, and aquifer recharge areas.

*Extended-stay hotel* means a form of hotel ~~multiple-family dwelling(s) with~~ allowing for rental or lease of less than one (1) week, provided such rentals or leases of less than one (1) week shall comprise less than fifty percent (50%) of the total dwelling units within the structure(s).

*Geologic hazard area* means an environmentally sensitive area where the environmental constraints are so numerous that development would pose a serious problem to the immediate area or the surrounding areas. Such areas may include, but are not limited to: areas of excessive floodplain, areas that have potential collapse problems due to caves, cliff areas, etc.

Home-based business means a gainful occupation or profession carried on in a residence that involves:

(a) Customers or clients coming to the residence; and/or

(b) The use of materials or equipment that are potentially disturbing to surrounding properties due to noise, odors, flammability or some other risk factor.

Examples include, but are not limited to, individual music instruction; athletic training; counseling services; and upholstery work.

The term "home-based businesses" shall not include offices for escort services; massage parlors; automobile and small engine repair; medical or dental offices; ~~palm reading or~~ fortune telling; catering or food-handling requiring a commercial kitchen; and uses, other than upholstery, which are first permitted in the B-4, I-1 or I-2 zone.

*Kennel* means commercial business for the sale or temporary boarding or supervision of more than three (3) dogs, but not including the ownership and occasional sale of dogs at, in, or adjoining a private residence. Such uses shall include dog daycare uses.

*Lot line, front*, means in the case of a lot abutting upon only one (1) street or alley, the line separating such lot from such street. In the case of any other lot, the owner shall, for the purpose of this Zoning Ordinance, have the privilege of electing any street lot line as the front lot line, provided that the primary entrance to the parcel's principal structure is provided along that lot line ~~provided that such choice, in the opinion of the division of planning or the division of building inspection, as appropriate, will not be injurious to the existing, or to the desirable future development of adjacent properties.~~

*Micro-distillery* means a distillery that produces fifty thousand (50,000) gallons or less of distilled spirits per calendar year and operated under a Class B License as defined by KRS 243.120.

~~*Primary entrance* means the place of ingress and egress for a structure used most frequently by the public.~~

*Story* means ~~that~~ the usable portion of a building, other than a cellar or mezzanine, included between the surface of any floor and the surface of the floor next above it; or, if there is no floor above it, then the space between the floor and ceiling next above it. A half-story means the portion of a building between the top floor and a sloping roof, with at least two opposite exterior walls meeting the sloping roof not over three (3) feet above such floor level. This uppermost half-story of a building shall constitute no more than one-half of the square footage of the floor below.

*Stub street* means a local or collector, closed-end street that is only acceptable as a temporary street condition. Stubs are similar to cul-de-sacs except that they provide no turnaround circle at their closed end. Stub streets shall only be used when a future continuation is planned.

*Temporary construction trailer* means a manufactured structure that is utilized on a temporary basis in connection with on-site construction work. Such structures shall be subject to the permitting and timing requirements of temporary structures, and are not for use for by the general public.

*Vehicular use area (VUA)* means any paved area, which is not exclusive to pedestrian use, containing more than eighteen hundred (1,800) square feet of area or used by five (5) or more of any type of vehicle; whether moving or at rest, including, but not limited to, parking lots; loading and unloading areas; drive-through or drive-up window facilities; and sales and service areas. A driveway is considered part of a vehicular use area when adjacent to public streets or other vehicular use elements. Intervening curbs, sidewalks, or landscaping strips, etc., do not eliminate adjacency of VUA.

## ARTICLE 6 - AMENDMENTS

### Sec. 6-1. - Application for Zoning Map Amendment.

A proposal for amendment to the zoning map may originate only with the Commission, the Lexington Fayette Urban County Council, the owner of the subject property, or by a person having written authorization from the owner of the subject property. Regardless of the origin of the proposed amendment, an application must be filed with the Commission requesting the proposed amendment in such form and accompanied by such information as required by this Zoning Ordinance and the by-laws of the Commission. At the time of filing an application, a non-returnable filing fee shall be paid according to the schedule of fees as established by the Commission, however, there shall be no filing fee for an amendment requested by the Lexington-Fayette Urban County Council, the Commission, or any other governmental agency. Upon the filing of an application for a map amendment by a governmental body, the Commission shall promptly notify the owner of the subject property as required by KRS 100.

(a) *Traffic Impact Studies.* All significant developments requiring a Zoning Map Amendment shall submit a Traffic Impact Study. As used herein, the term "significant developments" shall mean any development which will generate more than one hundred (100) new trips and will have a potential impact on areas of congestion bottle-necks and high crash areas as identified by Transportation Planning staff; or alternatively, two hundred (200) or more additional (new) peak trips during the adjacent roadway's peak hour or the development's peak hour. The applicant shall have the responsibility of conducting and paying for the study. The preparer of a Traffic Impact Study shall be listed as pre-qualified by the Kentucky Transportation Cabinet in the service areas of Traffic Engineering or Transportation Planning.

The Urban-County Government will cooperate and coordinate with the applicant's team to provide any available data. To the extent that the Urban-County Government has done any independent traffic study pertinent to the proposed development, the results of such study shall be made available to the applicant.

Anticipated roadway improvements shall be determined by a review of the Transportation Improvement Program and in consultation with staff from the Divisions of Planning, Traffic Engineering, the Kentucky Transportation Cabinet, and other agencies as deemed appropriate. If the proposed development is within one (1) mile of any county boundary line, then any proposed roadway improvements in the adjoining county shall be included in the study.

The Transportation Planning staff shall review, analyze, and make recommendations on any Traffic Impact study to be submitted as evidence in a rezoning hearing regardless of whether or not such study is required by this Zoning Ordinance.

### Sec. 6-5. - Forwarding of the planning commission's action to the urban county council.

Within fourteen (14) days of the Commission's final action to recommend that a zone map amendment be approved, approved with binding conditions or restrictions, or disapproved, or that a binding condition or restriction amendment be modified, the development plan(s) and/or other plans filed in conjunction with the map amendment shall be certified by the Commission's Secretary as set forth in Section 21-4 herein, or else the final action of the Commission on the zone map amendment shall be null and void. Any further consideration of the zone map amendment shall be treated as a new application and shall be reviewed as set forth herein. Upon certification of the plan(s), the Commission's Secretary shall forward its report in writing to the Urban County Council. This report shall include at least the application, legal description of the property, notification area map, staff report, minutes of the Planning Commission public hearing, and the findings of fact and conclusions of law and the recommendation of the Planning Commission, including any

binding conditions or restrictions to be imposed as set forth in Section 6-7 below. ~~Minutes of the Planning Commission public hearing shall be included in the final report whenever they are available.~~

## Sec. 6-7. - Conditions to granting a zone map amendment.

Pursuant to KRS 100.203(8), the Planning Commission or the Urban County Council may, as a condition to granting a map amendment, restrict the use of the property affected to a particular use, or a particular class of use, or a specified density within those permitted in a given zoning category; impose architectural or other visual requirements or restrictions upon development in areas zoned historic; and impose screening and buffering restrictions upon the subject property. In recognition that the aforementioned powers may be useful in accomplishing the purposes set forth in Section 1-3, but at the same time in recognition that such powers should be thoughtfully and sparingly used, the method whereby such restrictions or conditions may be imposed, modified, removed, amended and enforced is set forth below.

(a) *Criteria and Terms*. A binding restriction or condition may be imposed whenever one (1) or more of the specifications of this Zoning Ordinance for the proposed zoning category, if exercised by the applicant, would impair the integrity and character of the area in which the subject property is located or adjoining areas, unless restrictions or conditions as permitted in this Article are imposed in addition to those imposed in the Zoning Ordinance. Such restriction or condition may include~~, but shall not be limited to, time limitations, requirements that one (1) or more things be done, or restrictions or conditions of a continuing nature, so long as the same are limited to the~~ matters set forth in this section 6-7. No restriction or condition may be imposed which shall deprive the applicant of a reasonable use of the land or create an unnecessary hardship on the applicant.

(b) *Procedure*. Imposition of binding restrictions or conditions may be considered at any point in the Zoning Map Amendment procedure. However, before the Commission recommends such a restriction or condition or the Urban County Council adopts the same, it shall make findings of fact and conclusions of law which are supported by substantial and competent evidence; which are not arbitrary or capricious; and which demonstrate that the effect of the proposed Zoning Map Amendment on the public health, safety and welfare in the area in which the subject property is located and adjoining areas has been considered. ~~The Council may also designate certain conditions or restrictions as amendable only by Council action. Any such condition or restriction so designated may only be amended, modified or removed by Council action as set forth under Subsection (c)(1) of this section.~~ Conditions or restrictions ~~not so designated~~ may be amended, modified or removed by the established map amendment procedures established in section 6-4, except that alternate findings to address the modification, removal or amendment shall be considered by the Planning Commission as set forth under Subsection (c)~~(2)~~ of this section. Only when the Urban County Council holds its own public hearing or reviews the record and the transcript of the Commission hearing may the Council impose a binding restriction or condition not recommended by the Commission, or modify or remove a restriction recommended by the Commission ~~or designate certain conditions as amendable only by Council action~~. Any binding restriction or condition finally imposed after completion of the Zoning Map Amendment process shall be included in the Urban County Council ordinance adopting the Zoning Map Amendment, a copy of which the Urban County Council Clerk shall furnish to the Divisions of Building Inspection and Planning.

(c) *Amendment*. Modification, removal or amendment of conditions or restrictions shall be as follows:

(1) *Restrictions or Conditions ~~Designated~~ Adopted by the Urban County Council*. The Urban County Council shall have final authority to consider and act upon requests for modification, removal or other amendment of a duly imposed binding restriction or condition so designated by the Council at the time of their adoption.

(a) *Findings Required*. The request may be granted by the Council only if it is found that there has been a major change of an economic, physical or social nature on the subject property or

within the area in which the subject property is located, which was not anticipated at the time the binding restriction or condition was imposed, and which has substantially altered the basic character of such area making the restriction or condition inappropriate or improper. The burden shall be on the applicant to establish said finding by a clear preponderance of the evidence.

(b) *Procedure*. The procedure for review, notice and action on requests to modify, remove or amend an imposed restriction or condition shall be the same as for a zone map amendment~~, except that a full public hearing by the Urban County Council shall be required in all cases~~. The Council's decision to modify, remove or amend a duly imposed binding restriction or condition shall be final action; and any person or entity claiming to be injured or aggrieved by that action may appeal to Fayette Circuit Court within thirty (30) days after such final action pursuant to KRS 100.347.

(2) ~~*All Other Restrictions or Conditions*~~ *Neighborhood Character Design (ND-1) Overlay Zone Standards*. The Planning Commission shall have final authority to consider and act upon requests for modification, removal or other amendment of Neighborhood Character Design (ND-1) Overlay Zone standards, which are adopted as map amendment ~~all other restrictions or~~ conditions, in accordance with the procedure and requirements set forth in Subsection (c)(1) of this section, except that no Council action shall be required. In the case of a request to modify, remove or amend a Neighborhood Design Character Overlay (ND-1) zone restriction(s), the application shall ~~follow the procedure as set forth above, but shall~~ be reviewed by the Planning Commission for adherence to the requirements set forth in Subsection (c)(2)(a) of this section. In addition, notice shall be given to the members of the Urban County Council, to the Mayor and to the Council Clerk at least fourteen (14) days in advance of the public hearing. Members of the Urban County Council may appear and speak at the public hearing. The Planning Commission's decision to modify, remove or amend a duly imposed binding restriction or condition shall be final action, and any person or entity claiming to be injured or aggrieved by that action may appeal to Fayette Circuit Court within thirty days after such final action, pursuant to KRS 100.347.

(a) *Findings Required for ND-1 Overlay Zone*. The request may be granted by the Planning Commission only if the request for modification, removal or amendment is found to meet the following:

(1) The granting of the modification, removal or amendment to an ND-1 Overlay restriction will not adversely affect the public health, safety or welfare, will not alter the essential character of the overlay district, will not cause a hazard or a nuisance to the public, and will not allow an unreasonable circumvention of the requirements of the ND-1 Overlay restrictions. In making these findings, the Planning Commission shall consider whether:

(a) The requested modification, removal or amendment arises from special circumstances that do not generally apply to land in the same ND-1 Overlay District;
(b) The strict application of the provisions of the restriction would deprive the applicant of the reasonable use of the land or would create an unnecessary hardship on the applicant;
(c) The circumstances are the result of actions of the applicant taken subsequent to the adoption of the ND-1 Overlay restrictions from which relief is sought; and
(d) The general intent and preservation goals of the ND-1 Overlay District are being met.

(2) The Planning Commission shall deny any request for modification, removal or amendment to an ND-1 Overlay restriction arising from circumstances that are the result of willful violations of the restriction by the applicant subsequent to the adoption of the ND-1 Overlay zone from which the amendment is sought.

(b) The burden shall be on the applicant to establish said finding by a clear preponderance of the evidence.

(c) The decision of the Planning Commission shall be recorded in minutes and records and issued in written form to the applicant, the Division of Planning and the Division of Building Inspection to constitute proof of the change.

(d) *Enforcement.* Binding restrictions or conditions imposed under this Article shall be enforced through subsequent development plans, subdivision plans, building permits, occupancy permits and other enforcement powers and shall be in addition to requirements imposed by such plans or permits and other laws or regulations.

(e) *Judicial Review*. Imposition of binding restrictions or conditions pursuant to this Article shall be upheld on review if supported by substantial, reliable and probative evidence found within the record as a whole.

## Article 9 - GROUP RESIDENTIAL PROJECTS

### Sec. 9-1. - Intent.

The intent of this Article is to provide a means to permit two (2) or more detached buildings for residential purposes to be placed on the same parcel or lot of land in any R-1T, R-2, R-3, R-4 or R-5 zone, if approved as a Group Residential Project as provided herein, and to allow slight variations from the requirements of the zone in which it is located only as specifically provided herein.

### Sec. 9-2. - Where required.

Any development in an R-1T, R-2, R-3, R-4, or R-5 zone, which proposes two (2) or more detached buildings for residential purposes on the same lot or parcel, shall be considered a Group Residential Project, and shall conform to the provisions of this Article.

### Sec. 9-3. - Permitted uses.

The permitted uses shall be those principal and accessory uses listed in Article 8 for the zone in which the Group Residential Project is located. All other uses are prohibited, except that the following uses shall be permitted in a project approved on a final development plan:

(a) Schools for academic instruction;

(b) Places of religious assembly;

(c) Canteens of less than five hundred (500) square feet in size for the sale of sundries and other incidental items to residents of the Project;

(d) A sales or rental office of less than one thousand, two hundred (1,200) square feet in size, where contracts or leases can be obtained or executed;

(e) Up to two (2) clubhouses for each Project; and

(f) Recreational facilities, with or without game rooms and/or one (1) indoor theater~~; shall be permitted in a project approved by the Commission~~.

Single-family detached units permitted under the R-2, R-3, and R-4 zones, with the exception of the Cottage House Project as defined in Section 9-8, are also prohibited from construction under the provisions of this Article. Such uses shall follow the requirements for subdividing, as required for single-family residential zones.

### Sec. 9-4. - Detached buildings defined.

For the purposes of this Article, the term "detached buildings for residential purposes" shall be defined as single-family, two-family, or multifamily residential buildings, including ranch, motel or garden design types; townhouses; apartment buildings butted against each other; or apartment buildings connected by an open breezeway or similar connection. Buildings connected by breezeways or similar connections shall be considered to be detached buildings rather than one (1) building. Ranch, motel, garden, butted buildings or other design types may be counted as single detached buildings, as long as they do not exceed two hundred

(200) feet in length; and buildings exceeding this length shall be considered as two (2) or more detached buildings, and shall be permitted only in Group Residential Projects.

## Sec. 9-5. - Review and approval.

The Division of Planning may approve site plans for a zoning compliance permit, after which the Division of Building Inspection may issue permits for the construction of a Group Residential Project on a lot of five (5) acres or less; provided the proposed Project meets the requirements set forth under Section 9-6. ~~The Planning Commission shall review~~ For all other Group Residential Projects on lots of more than five (5) acres, a final development plan shall be filed with the Division of Planning in compliance with the procedures and requirements of Article 21. ~~within ninety (90) days of their filing with the Division of Planning, unless the applicant agrees to a longer period.~~ Projects of five (5) acres or less may also submit a final development plan in order to establish the accessory uses listed in Section 9-3 above. ~~be submitted to the Commission~~. ~~Regardless of the size, the Commission may only approve those Projects which meet the requirements of Section 9-6.~~ The following procedure shall be followed for approval of Group Residential Projects which require a final development plan ~~by the Commission~~:

(a) *Development Plan Required*. ~~The Commission shall require a~~ A final development plan for all group residential projects on a lot of five (5) acres or more shall be required and contain~~ing~~ the information as required by Article 21; and, in addition, specifying the number and type of dwelling units for each building and use of other structures. ~~The Commission shall review the plan for provision of safe, convenient, efficient and harmonious groupings of buildings in relation to their intended use; transportation and utilities in relation to the buildings served and general circulation needs; open space in relation to needs of the occupants; and for conformance to any other necessary requirements. The Project shall be planned to properly blend with all surrounding property.~~

~~(b) Public Hearing Required. The Commission shall advertise and hold a public hearing before proceeding to postpone, approve, conditionally approve or disapprove the plan for a Group Residential Project. Amendments to the plan shall follow the same procedure as provided in Section 21-7.~~

(b) ~~(c)~~ *Certification of Approval*. The certification of approval for a Group Residential Project development plan shall be as provided in Section 21-4(f).

(c) ~~(d)~~ *Permits Required*. After certification by the Secretary of the Commission, the Divisions of Planning and Building Inspection may issue permits in conformance with the approved plan upon receipt of a certified copy of the plan.

## Sec. 9-6. - Group residential projects minimum design standards.

All Group Residential Projects, with the exception of Cottage Housing Projects, shall conform to the following minimum design standards:

(a) Size. The parcel or lot on which the Project is located shall not be less than the minimum lot area for the zone in which it is located.

(b) Maximum Floor Area Ratio and Lot Coverage. For Projects in the R-3, R-4 or R-5 zone, the total floor area of all buildings shall not exceed the maximum floor area permitted in the zone in which the Project is located. When additional open space is provided in excess of the minimum required by Subsection (h) of this section, the applicant may exceed the maximum floor area ratio by one percent (1%) for each one percent (1%) of additional usable open space that is provided ~~unless specific permission is given by the Commission to exceed said permitted floor area by not more than one percent (1%) for each one percent (1%) of additional usable open space that is provided over the~~

~~minimum required by Subsection (h) of this section~~. ~~In any case, t~~The maximum floor area shall not exceed, by more than ten percent (10%), the maximum floor area otherwise permitted in the zone. The maximum lot coverage shall be as provided in the zone in which the Project is located. For Projects located in the R-1T zone, the total lot coverage shall not exceed twenty-five percent (25%) There shall be no maximum floor area ratio for Group Residential Projects in the R-1T zone.

(c) Yard requirements. The minimum width of required yards shall be as follows:

(1) Front Yard. Frontage along any public or private street shall constitute a front yard~~, and more than one (1) may be designated for each Project, as appropriate~~. The front yard shall be established as follows:

| Zone | Minimum Distance |
|---|---|
| R-1T | 10 feet |
| R-2 | 10 feet |
| R-3 | 20 feet |
| R-4 | 20 feet |
| R-5 | 20 feet |

(2) Project Exterior Yard. The Project exterior yard shall be established along the outside boundary of the property, except where a front yard has been established as required in Subsection (c)(1) of this section. Where a Project exterior yard is required, the distance between principal buildings and the outside boundary of the property upon which the Project is located shall not be less than the height of the building, nor twenty (20) feet, whichever is less. Where the wall of any principal building is not parallel to the outside boundary of the property or is broken or otherwise irregular, the average distance shall not be less than as specified above. At no point shall such distance be less than fifteen (15) feet.

(3) Distances Required Between Buildings. The distances between principal buildings shall not be less than the required side yard in the zone in which the Project is located. Where the walls of the buildings are not parallel, or are broken or otherwise irregular, the average distance between the principal buildings shall not be less than as specified above, and shall at no point be less than one-half (½) the required side yard for the zone in which the Project is located.

(d) Proximity to Drive. A part of every residential building shall not be farther than one hundred sixty (160) feet from an access roadway or drive providing vehicular access from a public street. Residential buildings shall not be closer than five (5) feet to any access roadway or drive.

(e) Maximum Height. The maximum height of nonresidential buildings within a Project shall be thirty-five (35) feet. The maximum height of residential or mixed-use buildings within a Project shall be as follows:

| Zone | Maximum Height |
|---|---|
| R-1T | 35 feet |
| R-2 | 40 feet |
| R-3 | 40 feet |
| R-4 | 60 feet |
| R-5 | 80 feet |

(f) Parking Area. As for the zone in which it is located (See Articles 16 and 18 for additional parking regulations).

~~(g) Service Areas. Proper open spaces shall be devoted to service needs of the Project, including, among others, refuse collection areas and equipment service areas.~~

(g) ~~(h)~~ Open Space. See Article 20 for open space regulations.

(h) ~~(i)~~ ~~Private Streets. Private streets may be permitted by the Commission.~~ Plans containing private streets shall conform to the requirements of the Subdivision Regulations concerning private streets.

(i) ~~(j)~~ Maintenance of Common Spaces. Where the design of the Group Residential Project indicates a need or desire to subdivide property and to provide for common spaces, a Home Owners' Association, or other mechanism for the provision of maintenance, improvement, and operations for all common spaces, including streets; parking areas; open space, etc.; shall be required to be established by the applicant. The applicant's responsibility to create such a mechanism shall be noted on the development plan of the Group Residential Project. A requirement that each property owner be individually responsible for maintenance of the common space abutting the lot shall not be considered as acceptable for fulfilling the requirements of this section.

(j) Density of Use. For projects that include one hundred (100) or more dwelling units, a minimum of two (2) commercial access points shall be provided. For projects that include more than six hundred (600) dwelling units, a minimum of three (3) commercial access points shall be provided. Such commercial access point shall be unobstructed.

(k) -Other Requirements. Except as modified herein, the Project shall conform to the requirements of this Zoning Ordinance for the zone in which it is located.

## Sec. 9-7. - Group residential projects in the infill and redevelopment area.

Projects in the Infill and Redevelopment Area shall follow the same procedures set out as provided in Sections 9-5 and 9-6 herein for Group Residential Projects, except that such Projects may utilize the following alternative minimum design standards:

(a) Provisions of the Underlying Zone. Projects in the Infill and Redevelopment Area may choose to comply in whole with the height; front, rear and side yard setbacks; and parking requirements as for the underlying zone rather than with Sections 9-6(b) through 9-6(f) above.

(b) Bonus Floor Area. The maximum floor area shall not exceed one hundred twenty-five percent (125%) of the otherwise permitted maximum floor area in the zone in which the Project is located, provided the required usable open space has not been granted a dimensional variance. ~~Any Project that proposes a total floor area of more than one hundred percent (100%) of that permitted in the zone in which the Project is located, shall require that notice be provided to all property owners within four hundred (400) feet of the site, as outlined in Section 6-4(b) herein prior to Planning Commission consideration~~.

(c) Open Space Reductions. Where proposed dwelling unit entrances or other applicable building entrances are located within ¼ mile (1,320 feet) walking distance along a walkable route of an existing LFUCG park, the minimum required useable open space shall be reduced by fifty percent (50%).

(d) Front Yard Averaging. The front yard may be averaged as permitted in Section 15-2(a)(1) only if the primary wall plane of the building is parallel to the public or private street.

## Sec. 9-8. Cottage housing project.

(a) Review and approval. Development Plan Required. No development shall occur until a final development plan has been approved and certified. In addition to all requirements for development plans contained in Article 21. ~~The Commission shall require an approved final development plan containing the information as~~

~~required by Article 21; and, in addition, specifying~~ Tthe number and type of dwelling units for each building and use of other structures shall be included. ~~The Commission shall review the plan for provision of safe, convenient, efficient, and harmonious groupings of buildings in relation to their intended use; transportation and utilities in relation to the buildings served and general circulation needs; open space in relation to needs of the occupants; and for conformance to any other necessary requirements. The Project shall be planned to properly blend with all surrounding property.~~

(b) Project Site Requirements:

1. Minimum Project Size - twenty thousand (20,000) square feet.
2. Minimum Density - four (4) detached single-family dwelling units per twenty thousand (20,000) square feet; eight (8) attached single-family dwelling units per twenty thousand (20,000) square feet.
3. Minimum Project Lot Frontage - thirty (30) feet.
4. Minimum Project Setbacks.
    a. Side Yard - five (5) feet.
    b. Front Yard Setback - ten (10) feet.
    c. Rear Yard Setback - ten (10) feet.
5. Cottage Housing Shared Open Space.
    a. Shall be centrally located to the cottage house project.
    b. Shall be a minimum of four hundred (400) square feet per cottage.
    c. Abut at least fifty percent (50%) of cottages in a cottage housing development.
    d. Have cottages on at least two sides.

(c) Cottage Requirements:

1. Cottages shall be oriented around and have the primary entrance from the shared open space.
2. Cottages shall be sited to avoid the rear of the building facing a street (other than an alley) to the greatest extent practicable.
3. Cottages shall be within sixty (60) feet of walking distance of the shared open space.
4. A minimum distance between structures shall be ten (10) feet, including accessory structures.
5. Cottages shall have a roofed porch with a minimum dimension of eight (8) feet on any side.
6. Minimum Lot Frontage - no limitation.
7. Maximum Cottage Size - one thousand five hundred (1,500) square feet.
8. Minimum Lot Size - no limitation.
9. Minimum yard requirements - no limitation.

(d) Parking Requirements: Per Article 16 and Article 18.

# Article 11 - INTERCHANGE SERVICE BUSINESS (B-5P) ZONE

## Sec. 11-1. - Intent.

The intent of this zone is to permit the establishment of limited commercial facilities which should be located at limited access highway interchange areas so that the traveling public is conveniently provided with transient type services without endangering the movement along, as well as access to and from, the limited access highway. The standards contained in this Article are intended to provide adequate protection for, and consideration of, the traveling public. This zone should be established in accordance with the Goals, Objectives, Policies, and Development Criteria of the Comprehensive Plan.

## Sec. 11-2. - Principal uses permitted.

The following are principal permitted uses in an Interchange Service Business (B-5P) zone:

a. Automobile Service Stations and automobile and vehicle refueling stations providing full-service, self-service, or a combination thereof; including the sale of convenience-type merchandise in conjunction therewith in an enclosed building. Such uses shall conform to all requirements of Article 16.

b. Facilities for the sale of convenience-type merchandise in an enclosed building in conjunction with pumps for the sale of fuel for vehicles.

c. Restaurants, excluding drive-in restaurants.

d. Cocktail Lounges, Nightclubs, Wine Tasting Rooms and Discotheques, with or without live entertainment or dancing.

e. Brew-pubs, when located at least one hundred (100) feet from a residential zone, which shall be soundproofed to the maximum extent feasible by using existing technology, with noise or other emissions not creating a nuisance to the surrounding neighborhood.

f. Hotels and Motels.

g. One Confectionery or Candy Store, not exceeding one thousand, five hundred (1,500) square feet, per interchange quadrant.

h. Roadside stand and value-added product sales.

i. Carnivals on a temporary basis, and upon issuance of a permit by the Division of Building Inspection, which may restrict the permit in terms of time, parking, access, or in other ways to protect public health, safety, or welfare or deny such if public health, safety, or welfare are adversely affected. A carnival may not displace more than twenty-five percent (25%) of the minimum required parking for the site it occupies.

j. Temporary cellular telephone transmitting facility; not to exceed seventy (70) feet in height and with a 1:1 height to yard ratio.

k. Car washing establishments, provided that surface water from such uses shall not drain onto adjacent property or over a public sidewalk, and that adequate on-site storage lanes and parking facilities shall be provided so that no public way shall be used for such purposes. The use shall be located at least one hundred fifty (150) feet from a residential zone or residential structure in a nonresidential zone; or the use shall be designed so that all vehicular stacking areas and machine operations, including vacuuming and mechanical washing, shall be conducted inside a building, or shall be separated from the residential zone or residential structure in a nonresidential zone by a building or an eight-foot solid wall.

## Sec. 11-3. - Accessory uses permitted.

Accessory uses permitted in the B-5P zone are those uses which are customarily accessory, clearly incidental, and subordinate to any permitted principal use, such as:

(a) Swimming pools.

(b) Meeting rooms.

(c) Tennis courts, putting greens, handball courts, and other similar indoor or outdoor recreational facilities.

(d) Drive-through facilities for sale of goods or products or provision of services otherwise permitted herein.

(e) Bus agencies.

## Sec. 11-4. - Conditional uses.

The following are conditional uses in an Interchange Service Business (B-5P) zone (Permitted only with Board of Adjustment approval):

(a) Mining of non-metallic minerals, but only when the proposal complies with the requirements of the Mining/Quarrying Ordinance (Code of Ordinances #252-91) and the conditions and requirements as set forth therein. The Board of Adjustment shall specifically consider and be able to find:

(1) That the proposed use will not constitute a public nuisance by creating excessive noise, odor, traffic, dust, or damage to the environment or surrounding properties;

(2) That a reasonable degree of reclamation and proper drainage control is feasible; and

(3) That the owner and/or applicant has not had a permit revoked or bond or other security forfeited for failure to comply with any federal, state or local laws, regulations or conditions, including land reclamation, pertaining to the proposed use.

(b) Circuses, provided all structures are located not less than two hundred (200) feet from any residential zone; and further provided that all structures for housing animals shall be two hundred (200) feet from any residential zone, residential use, school, hospital, nursing home or rest home. A circus may not displace more than twenty-five percent (25%) of the minimum required parking for the site it occupies.

(c) Seasonal activities.

(d) Market gardens.

## Sec. 11-5. - Prohibited uses.

All uses, other than those specifically named as permitted uses, shall be prohibited in the B-5P zone.

## Sec. 11-6. - Locational standards.

A B-5P zone may be established only upon land having a minimum of five hundred (500) feet of frontage on a street designated ~~by the Commission~~ as an arterial and abutting a limited access highway interchange. ~~The~~

~~location of such B-5P zone shall have an acceptable relationship to the design of the limited access highway which it abuts.~~

## Sec. 11-7. - Minimum design standards.

(a) Access. There shall be no direct entrances or exits from any establishments to any arterial street unless acceleration and deceleration lanes not less than two hundred (200) feet in length and eleven (11) feet in width are provided for both directions of travel.

(b) Non-conforming Uses. Development of a B-5P zone in accordance with the provisions of this Article shall include the removal of any non-conforming use located on the property involved.

(c) Parking. No minimum requirements. (See Articles 16 and 18 for additional parking regulations).

~~Conditional Uses: The Board of Adjustment may establish additional requirements as needed.~~

(d) Screening. Landscaping and screening shall be provided as required in Article 18.

(e) Lot, Yard, and Height Requirements. Lot and yard requirements shall be as for the Corridor Business (B-3) zone~~,~~ except for the lot coverage requirement~~.~~ There shall be no height restriction except when a side or rear yard adjoins a residential zone, then a 3:1 height-to-yard ratio.

(f) Minimum open space. See Article 20 for additional open space regulations.

## Sec. 11-8. - Procedure.

The procedure for obtaining a Zoning Map Amendment to the B-5P zone shall be the same as provided in Article 6. ~~herein above; and in addition, as follows:~~

~~(a) Preliminary Development Plan Required. A preliminary development plan shall be submitted with the application for a Zoning Map Amendment with the information as specified in Article 21 hereinbelow~~

~~(b) Final Development Plans Required. Within two (2) years of approval by the Urban County Council of any B-5P Zoning Map Amendment, unless an extension is granted by the Commission, the applicant shall submit a final development plan to the Commission for its review and approval; otherwise, an application to change the B-5P zone to its previous zone or other appropriate zone may be filed by the Commission, as provided under Article 6 hereinabove. The final development plan shall show the information as specified by Article 21 hereinbelow. The Commission shall approve, conditionally approve, or disapprove a final development plan within ninety (90) days after the applicant submits the development plan.~~

~~(c) Building Permit Required. No building permit shall be issued until a final development plan has been approved by the Commission and certified to the Division of Planning, after which a permit for construction may be issued by the Division of Building Inspection. The approved final development plan shall limit and control the issuance of all building and occupancy permits, and shall restrict the construction, location, and use of all land and structures to all conditions set forth in the plan. Amendments to the plan can be made only as permitted in Article 21, Development Plans.~~

## Article 12 - COMMERCIAL CENTER (B-6P) ZONE

### Sec. 12-7. - Locational standards.

A community commercial center shall abut, front on and have its principal access to and from ~~a street designated by the Commission as~~ an arterial or collector street~~, as deemed to be appropriate by the Commission~~. A regional commercial center shall abut, front on, and have its principal access to and from a street designated ~~by the Commission~~ as an arterial. ~~The proposed commercial center shall be at a location where congestion will be minimized by provision in the plan for proper entrances, exits, transit, bicycle, and pedestrian facilities, and by internal provisions for traffic circulation and parking.~~

### Sec. 12-8. - Minimum design standards.

The following minimum standards shall be met in the design of a planned commercial center:

(a) Height Requirement. There shall be no height limitation.

(b) Required Setback.

(1) Streetfront building setbacks (Four-story buildings and below), the building setback line shall be:
(i.) Arterial street: Fifteen (15) feet minimum.
(ii.) Collector street: Fourteen (14) feet minimum.

(2) Streetfront building setbacks (buildings above four (4) stories), the building setback line shall be:
(i.) Arterial street: Eighteen (18) feet minimum.
(ii.) Collector street: Sixteen (16) feet minimum.

(3) Side and Rear yard building setback: Ten (10) feet, unless adjacent to a residential zone, then a 3:1 height-to-yard ratio.

(c) Screening.

(1) No residential dwelling shall be developed so that the rear of the structure abuts an arterial or collector street unless the dwelling is located not less than two hundred (200) feet from the arterial or collector street.

(2) Any commercial center which directly adjoins any single-family residential zone shall be required to provide a buffer yard of six (6) feet in width, with one (1) tree for every thirty (30) feet of linear boundary from Group A, B, or C of the Plant List, as referenced by Article 18 of this Zoning Ordinance; plus a six-foot-high fence, wall or earth mound. The responsibility for such a buffer shall be the B-6P property, although the buffer may be shared as provided in Article 18.

~~(3) Pedestrian and/or bicycle connections and programmed amenities (such as seating, canopies, pergolas, and/or patios) which integrate the commercial center with adjacent residential zones shall be incorporated into the development plan at appropriate locations along the required buffer.~~

(d) Lot Coverage and Floor Area Requirements. The ground area occupied by all the buildings shall not exceed the maximums noted below, based upon the minimum floor area requirements. Parking structures shall not be considered as a building for the purposes of this section.

(1) Community Commercial Center.

(i.) For a proposed development that meets the following locational criteria:
A. Ten (10) acres or larger;

B. Smaller than thirty (30) acres;
C. Contains frontage along a collector street.

(ii.) The following Lot Coverage and Floor Area Ratio (F.A.R.) shall apply:
A. The minimum F.A.R. shall be 0.30.
B. The maximum Lot Coverage shall be 0.35.

(iii.) For a proposed development that meets the following locational criteria:
A. Ten (10) acres or larger.
B. Smaller than thirty (30) acres.
C. Contains frontage along an arterial street.

(iv.) The following Lot Coverage and Floor Area Ratio (F.A.R.) shall apply:
A. The minimum F.A.R. shall be 0.4.
B. The maximum Lot Coverage shall be 0.30.

(2) Regional Commercial Center.

(i.) For a proposed development that meets the following locational criteria:
A. Thirty (30) acres or larger.
B. Contains frontage along an arterial street.

(ii.) The following Lot Coverage and Floor Area Ratio (F.A.R.) shall apply:
A. The minimum F.A.R. shall be 0.5.
B. The maximum Lot Coverage shall be 0.3.

(3) Special Provisions for All Centers.

(i.) Increases in floor area over and above the minimum shall grant an increase in the maximum lot coverage at a rate of 2 to 1.

(ii.) Increases in floor area for residential uses shall grant an increase in the maximum lot coverage at a rate of 1 to 1.

(iii.) Minimum Open Space: See Article 20 for open space regulations.

(e) Maximum ~~Required~~ Parking. Notwithstanding any other requirements of this Zoning Ordinance:

(1) For any commercial center that is located on a transit route, there shall be a maximum of four (4) surface parking spaces per one thousand (1,000) commercial square feet.

(2) For any commercial center that is not located on a transit route, there shall be a maximum of five (5) surface parking spaces per one thousand (1,000) commercial square feet.

(3) For any commercial center containing residential use(s), the residential use(s) there shall be a maximum of one (1) surface parking space per dwelling unit.

(4) Structure parking shall not count toward any maximum parking requirement.

(f) Loading Areas. Notwithstanding any other requirements of this Zoning Ordinance, there shall be provided one (1) off-street loading space for each twenty thousand (20,000) square feet, or fraction thereof, of aggregate floor space of all buildings in the center. At least one-third (1/3) of the space required shall be sufficient in area and vertical clearance to accommodate trucks of the tractor-trailer type. Such loading facilities shall be permanently and fully screened. The exact type and nature of such screening shall be determined by Article 18.

(g) Lighting. Exterior lighting shall be regulated by Article 30 and restricted as follows:

(1) Wall mounted lamps that use the equivalent of one thousand, two hundred (1,200) lumens per bulb or greater shall be shielded or equipped with cutoffs so that the light sources are not visible from a public street. Spotlights without shielding devices are prohibited.

(2) Wall mounted light fixtures shall not extend above the height of the wall to which they are mounted.

(3) Lighting that is positioned to highlight a building shall be aimed at the object to be illuminated and not directly aimed into the sky.

(4) Any light fixture intended to illuminate walkways or other outdoor areas shall not exceed fifteen (15) feet in height unless specifically used to light an outdoor recreation facility such as a tennis court, ball field, or similar use.

(5) Any light fixture intended to illuminate a parking area shall not exceed twenty-five (25) feet in height, ~~and~~ shall be shielded or equipped with cutoffs and shall meet all requirements of Article 30. ~~so as to prevent undue light spill onto adjoining properties.~~

~~(h) Multi-Modal Accommodation. The applicant shall, on the submitted development plan or on a separate exhibit, provide a proposed multi-modal improvement plan designed to accommodate all users for the entirety of the property, as well as connecting to any planned and/or existing public facilities. For redeveloping or infill sites, the multi-modal improvement plan shall also be a guide for future improvements as redevelopment occurs.~~

(h) ~~(i)~~ Transit Facilities.

(1) For all commercial centers located along a transit route, a minimum of one (1) transit shelter ~~and~~ with seating shall be provided on such route, and shall have sidewalk connections a minimum of five (5) feet in width to both the internal and perimeter pedestrian circulation systems. Such transit shelter shall not be required when an existing transit shelter is present within ¼ mile of the development along the same side of the roadway, and connected to the development with a continuous sidewalk network ~~required and indicated clearly on the development plan to the approval of the local transit authority. Adequate pedestrian facilities to serve the required transit infrastructure, both along the right-of-way and internal to the site, shall be to the approval of the Metropolitan Planning Organization (MPO). It will be strongly encouraged that the development plan afford appropriate facilities and accommodations for additional ridesharing services.~~

(2) No zoning compliance permits shall be issued for the commercial center until all approved transit infrastructure is constructed in accordance with the approved final development plan.

## Sec. 12-9. - Design ~~guidelines~~ standards for "big-box" retail establishments.

It is in the best interest of Lexington-Fayette County to minimize the possible "blighting" effect that abandoned shopping centers and large retail establishments can have on the larger area or neighborhood in which they are located. By imposing additional standards in the form of design ~~guidelines~~ standards for such centers, these effects can be minimized, and future redevelopment and reuse of vacant retail buildings encouraged through proper facility design, without expenditure of public funds. For this reason, the Planning Commission has adopted the following design ~~guidelines~~ standards for commercial centers containing a single "big-box" establishment larger than eighty thousand (80,000) square feet in size (referred to as principal building below): ~~These additional standards are listed in Design Guidelines for "Big-Box" Establishments incorporated by reference, and are consistent with guidelines which have been established in other cities and counties across the United States for such facilities. These design guidelines are intended to provide professional designers and the Planning Commission with direction for improved development plans which address the following issues:~~

(a) ~~Variation in building heights and identifiable customer service entrances and pedestrian entryways;~~ For every hundred (100) feet of linear wall along the primary wall plane of the principal building and any additional buildings attached to the principal building, there shall be a corresponding inset, offset, projection or reveal a minimum of three (3) feet in dimension.

(b) ~~Uninterrupted facades, windows, allowance for smaller stores or departments having exterior entrances, and back or side facades;~~ Customer entrances are required along all exterior walls facing a public or private street or access easement constructed to serve as frontage. Where this involves more than two sides of a principal building, this shall only apply to two (2) sides of such building.

(c) ~~Landscaping and/or screening of outdoor display of building materials or other similar bulky products, and of trash collection and loading areas;~~ Loading docks, trash collection areas, and outdoor storage of materials shall not be located within the front yard.

(d) ~~Pedestrian circulation in relation to vehicular movement and common open spaces for pedestrians~~ Sidewalks a minimum of five (5) feet in width are required along the full length of any exterior wall featuring a customer entrance or an off-street parking lot, and along sides of the lot that abut a public or private street.

(e) Walkways and sidewalks must be covered with awnings or other weather protection at all customer entrances, provided at least twenty percent (20%) of the sidewalk along the exterior wall is covered in front of the entrance.

(f) Sidewalks a minimum of five (5) feet in width shall be provided to connect the customer entrance locations to the public or private right-of-way. A maximum of one (1) crosswalk is allowed to make the connection.

## Sec. 12-10. - Procedure.

The procedure for obtaining a Zoning Map Amendment to the B-6P zone shall be the same as provided in Article 6 hereinabove, in addition, as follows:

(a) Preliminary Development Plan Required. A preliminary development plan shall be submitted with the application for a Zoning Map Amendment, with the information as specified in Article 21; and, in addition, approximate total gross floor area of anticipated retail facilities; the approximate total gross floor area of anticipated office and service facilities; the approximate number of anticipated off-street parking spaces; and the stages which will be followed in the construction of the proposed commercial center.

(b) Final Development Plan Required. The procedure for a Final Development Plan shall be the same as provided in Article 21.

~~(1) Within two (2) years of final approval by the Urban County Council of any B-6P Zoning Map Amendment, unless an extension is granted by the Commission, the applicant shall submit a final development plan to the Commission for its review and action; otherwise, an application to change the B-6P zone to its previous zone or other appropriate zone may be filed by the Commission as provided under Article 6 hereinabove.~~

~~(2) The final development plan shall show the information as specified by Article 21, Development Plans. The Commission shall approve, conditionally approve, or disapprove a final development plan within ninety (90) days after the applicant submits his development plan.~~

(c) Building Permit Required. No building permit shall be issued until a final development plan has been approved ~~by the Commission~~ and certified to the Division of Planning, after which a permit for construction may be issued by the Division of Building Inspection. The approved final development plan shall limit and control the issuance of all building and occupancy permits, and shall restrict the construction, location, and use of all land and structures to all conditions set forth in the plan. Amendments to the plan can be made only as permitted in Article 21, Development Plans.

## Article 15 - GENERAL REGULATIONS FOR HEIGHTS, YARDS, WALLS, FENCES, PROJECTIONS, ACCESSORY STRUCTURES AND INFILL/REDEVELOPMENT CONSTRUCTION

### Sec. 15-2. - Yards.

Except as otherwise specified herein, every lot shall have a front yard, a rear yard, and a side yard on each side, the least depths of which shall not be less than those specified for the respective zone, or as contained in the small lot provisions for each residential zone.

(a) *Front Yards.*

(1) *Required Front Yard for Redevelopment of a Lot.* In any residential zone, whenever a principal structure is destroyed or demolished by any means, any subsequent principal structure on that lot shall be located within ten (10) feet of the same setback as the previous structure, except as provided in the small lot provisions established for each residential zone. Where the setback of the original structure cannot be determined, or if the lot is vacant, the setback of the new structure, including any projections, shall be within ten (10) feet of the average front yard of the principal structures on the two (2) lots immediately adjoining on either side of the subject property, provided those structures are located in the same block front and within one hundred (100) feet of each side of the lot. The front yard shall not be required to exceed the average depth of the front yards of existing buildings on the two (2) lots immediately adjoining, but shall be at least ten (10) feet. In no event shall a building be constructed any closer than the least setback established by the averaging above, or as established on a plat of record.

(2) *Required Front Yard for Building Additions*. In any residential zone, whenever an addition is made to the primary wall plane of an existing principal residential structure, any addition to that structure shall be located within ten (10) feet of the average front yard of the principal structures on either side of the subject property, provided they are located in the same block front and within one hundred (100) feet of each side of the lot. The front yard shall not be required to exceed the average depth of the front yards of existing buildings on the two (2) lots immediately adjoining, but shall be at least ten (10) feet. If the lots on either side of the property in question are vacant, then the setback required for the specific zone shall be used to determine the front yard required for any building addition; but in no event shall a building be constructed any closer than the least setback established by the averaging above, or as established on a plat of record.

(3) *Yard on Street Side on Lot Adjoining or Facing a Residential Zone*. On a lot in any nonresidential zone sharing the same block front with a lot in any residential zone, the depth of the minimum required front yard shall equal the required front yard depth for that residential zone, or as contained in the small lot provisions for the residential zone.

(4) *Front Yards on Through Lots*. On any lot which runs through a block from street to street, a front yard as otherwise required in the zone shall be provided along each street lot line. In residential zones, the small lot provisions will apply. In the event that one (1) of the streets is an alley, the required front yard along the alley shall be the equivalent of fifty percent (50%) of the otherwise required front yard for the zone in which it is located. Alignment of existing structures shall not be used to determine a building line along a rear alley.

(5) *Front Yards Not Parallel to the Building*. Where the front wall of a building is not parallel with the front lot line or is broken or otherwise irregular, the average depth of the front yard shall not be less than the front yard required for that zone, or as contained in the small lot provisions for residential zones. No wall of a building shall encroach more than five (5) feet into the otherwise required front yard depth.

(6) *Required Front Yard for Infill and Redevelopment of Lots in Business Zones*. On a lot in a business zone and inside the Infill and Redevelopment Area, the required front setback (minimum and maximum) of the building shall be within five (5) feet of the average front yard of the principal structures on the two (2) lots immediately adjoining on either side of the subject property, provided those structures are located in the same block front and within one hundred (100) feet of each side of the lot. This setback shall be considered more restrictive than the underlying zone setback when applicable.

(b) *Side Yards.*

(1) *Side Yards Decreased for Narrow Lot*. For each foot by which an existing lot of record at the time of enactment of this Zoning Ordinance is narrower than fifty (50) feet, and where the owner of record does not own any adjoining property, one and one-half (1½) inches may be deducted from the required least width of any side yard for buildings not exceeding two and one-half (2½) stories in height. In no case may a side yard be narrower than three (3) feet at any point. For any lot within the designated Infill and Redevelopment Area, the special provisions for the Infill and Redevelopment Area contained in Article 8 shall take precedence.

~~(2) *Side Yards Increased for Deep Buildings*. In any zone where a side yard is required, the least width of each side yard shall be increased by one (1) inch for each foot by which the side wall of a building adjacent to a side yard exceeds fifty (50) feet.~~

(2) ~~(3)~~ *Additional Yard Requirements for Certain Multifamily Structures*. In addition to other yard requirements, whenever the principal entrance to a multifamily structure, or the entrance to the individual dwelling units therein, faces on and opens directly onto the side yard portion of the building, that side yard width shall not be less than the front yard requirement, or thirty (30) feet, whichever is greater. No parking shall be permitted within the side yard space required under this provision.

(3) ~~(4)~~ *Side Street Side Yard*. On a corner lot in any zone, the required least width of the side street side yard shall equal either the minimum front yard required for that zone or the existing alignment on the lot immediately adjoining, whichever is less. Notwithstanding the above, no such yard shall be required to exceed thirty (30) feet in a residential, business, or industrial zone.

(4) ~~(5)~~ *Side Yard Exceptions for Attached Dwellings*. In the case of attached dwelling units, the entire structure shall be considered as a single building with respect to side yard requirements.

(5) ~~(6)~~ *Side Yards Not Parallel to the Building*. Where the side wall of a building is not parallel with the side lot line or is broken or otherwise irregular, the average width of the side yard shall not be less than the otherwise required least width. At no point shall the side yard be narrower than one-half (½) the otherwise required side yard; nor shall it be narrower than three (3) feet, in any case.

(6) ~~(7)~~ *Side Yard for an Addition to an Existing Building*. On any lot in a residential zone, where the principal structure does not meet the minimum required side yard for that zone, if the side yard is legally non-conforming, additions to the principal structure may be made which have the same side yard as the original structure. In no case shall the addition be closer than three (3) feet to the adjoining lot line. ~~All provisions of Subsection (b)(2) of this section regarding increased side yards for deep buildings shall apply.~~

(c) *Rear Yards.* Where the rear wall of a building is not parallel with the rear lot line or is broken or otherwise irregular, the average depth of the rear yard shall not be less than the otherwise required rear yard; provided, however, that such rear wall shall not at any point encroach any more than one (1) foot into the otherwise required rear yard.

## Sec. 16-6. Vehicular use area, pedestrian facilities, and loading and unloading areas permitted in nonresidential and mixed-use zones.

(a) Locational Standards for any P-1, B-1, B-3, B-5P, B-6P, CC, MU-1, MU-2 or MU-3, zones as well as any Supportive Uses in the ED zone:

(1) On a corner lot, vehicular use areas shall not be in the front yard.

(2) On all other lots a maximum of two (2) bays of surface parking with a single drive aisle, or a vehicular use area of up to sixty (60) feet in depth as measured perpendicular to the street, whichever is greater, shall be permitted between the building and the street, except otherwise prohibited by a maximum setback.

(3) Connection Standards:

a. Internal pedestrian walkways shall be required and meet the following standards:

i. A minimum of five (5) feet wide where there is no vehicular curb overhang. Walkways shall be a minimum of seven (7) feet where there is vehicular curb overhang.
ii. Extend from the vehicular access point to the building entrance(s).
iii. Directly connected to all adjacent rights-of-way.

b. For projects with two or more buildings, internal vehicular and pedestrian walkways shall be provided between vehicular use areas.

c. Where internal pedestrian walkways are required to cross a drive aisle at a distance of greater than twenty-four (24) feet, raised pedestrian crossing shall be utilized. A minimum vertical deflection of six (6) inches shall be utilized as part of the raised pedestrian crossing.

d. Parking islands where utilized as part of a pedestrian pathway within a parking lot, shall be grade separated by a minimum six (6) inch curb. Pavement markings shall not be utilized as a substitute.

e. Primary internal drives shall connect to established internal drives on adjacent properties to create cross-access and thru connections.

(b) Locational Standards for any B-2, B-2A, B-2B zone:

(1) There shall be no vehicular use areas located in the front yard or side street side yard.

(2) Connection Standards:

a. Internal pedestrian walkways shall be required and meet the following standards:

i. A minimum of five (5) feet wide where there is no vehicular curb overhang. Walkways shall be a minimum of seven (7) feet where there is vehicular curb overhang.
ii. Extend from the vehicular access point to the building entrance(s).
iii. Directly connected to all adjacent rights-of-way.

b. For projects with two or more buildings, internal vehicular and pedestrian access shall be provided between vehicular use areas.

~~d.~~ Parking islands where utilized as part of a pedestrian pathway within a parking lot, shall be grade separated by a minimum six (6) inch curb. Pavement markings shall not be utilized as a substitute.

d. Primary internal drives shall connect to established internal drives on adjacent properties to create cross-access and thru connections.

(c) Locational Standards for any B-4, 1-1, I-2, or ED zone:

(1) There shall be a maximum of two (2) bays of surface parking with a single drive aisle, or a vehicular use area of up to one hundred twenty (120) feet in depth as measured perpendicular to the street, whichever is greater.

(2) Connection Standards:

a. Internal pedestrian walkways shall be required and meet the following standards:

i. A minimum of five (5) feet wide where there is no vehicular curb overhang. A minimum of seven (7) feet where there is vehicular curb overhang.
ii. Extend from the vehicular access point to the building entrance(s).
iii. Directly connected to all adjacent rights-of-way.

b. For projects with two or more buildings, internal vehicular and pedestrian access shall be provided between vehicular use areas.

c. Parking islands where utilized as part of a pedestrian pathway within a parking lot, shall be grade separated by a minimum six (6) inch curb. Pavement markings shall not be utilized as a substitute.

d. Primary internal drives shall connect to established internal drives on adjacent properties to create cross-access and thru connections.

## Sec. 16-7. Parking, loading and unloading areas permitted in required front or side street side yard in zones other than residential zones.

In any zone other than a residential zone, or an industrial zone adjoining an Agricultural Rural (A-R), Agricultural Buffer (A-B) or Agricultural Natural (A-N) zone across a public or private street right-of-way, off-street parking, loading or unloading areas may be permitted within the required front or side street side yard if there is a minimum of twenty-five (25) feet of depth ~~sufficient depth~~ between the street right-of-way line and the building line or other barrier to accommodate all parking and maneuvering without the necessity of backing over the street right-of-way line. All portions of front yards and side street side yards, including driveways, shall be enclosed by a barrier or landscaped in accordance with the landscaping requirements for vehicular use areas set forth in Article 18 of this Zoning Ordinance.

## Sec. 16-9. ~~Stacking area.~~ Drive-Through Facilities and Drive-Up Windows

~~For any use which utilizes a drive-in or drive-through window or service area, a vehicular stacking area shall be provided for a minimum of five (5) vehicles. Such vehicular stacking area shall not include any spaces located at the windows or service areas, shall be provided wholly on the property and shall not include any right-of-way. Where menu boards or other stopping points are utilized before moving to the window or service area, the vehicular stacking area shall not include the space at the stopping point nor the spaces between that stopping point and the window or service area. The vehicular stacking area shall be subject to all yard, paving, landscaping and other requirements of a vehicular use area, as contained in Article 18.~~

(a) A vehicular stacking area shall be provided for any drive-up window or drive-through facility. Such vehicular stacking area shall not include any right-of-way, shall be provided wholly on the property, and shall not interfere with the use of any parking spaces provided. The minimum number of required stacking spaces within the vehicular stacking area shall include the space at the initial point of service, including but not limited to, a window, menu board, service area or other stopping point. Each stacking space shall be twenty-two (22) feet in length. The vehicular stacking area shall not include the area between the initial point of service and any subsequent window, service area or other stopping point.

The vehicular stacking area shall be subject to all yard, paving, landscaping, and other requirements of a vehicular use area, as contained in Article 18 when vehicular traffic entering the drive-thru and traffic within an adjacent drive aisle are moving in opposite directions in order to provide separation between the drive-through lane and other drive aisles on the site.

(1) For drive-up windows, a minimum of three (3) stacking spaces shall be provided.

(2) For quick-service food and beverage services, accessory to a restaurant, a minimum of six (6) stacking spaces shall be provided for the first drive-through lane. For any subsequent drive-through lane a minimum of three (3) stacking spaces shall be provided.

(3) For quick-service food and beverage services without indoor service or seating, and provision of retail products, including packaged food and beverages, a minimum of six (6) stacking spaces shall be provided per drive-through lane.

(4) For banks, and pharmacies a minimum of three (3) stacking spaces shall be provided for the first drive-through lane, with no additional stacking spaces required for multiple lanes.

(5) For self service car-wash facilities, a minimum of two (2) stacking spaces shall be provided per bay.

(6) The number of required stacking spaces may only be modified or waived by the Planning Commission on a final development plan based on the recommendations of an Operational Plan if the Planning Commission makes a finding that modifying the minimum stacking requirements will not impede traffic circulation on-site, negatively impact adjoining properties or land uses, nor create a public safety hazard.

(7) An Operational Plan shall include the following:

a. A site plan with an applicable tracking path simulation (e.g. AutoTURN) for the design vehicle of the drive-through facility;

b. The required stacking area;

c. The drive-through width; and

d. The pedestrian circulation.

(b) General Standards for Drive-Up Windows - Drive-up windows, including the stacking area, shall be screened from any adjoining residential use or zone, public park, place of religious assembly, school, or childcare facility by a 6-foot tall, solid fence in addition to any VUA or property perimeter screening required by Article 18.

(c) General Standards for Drive-Through Facilities shall meet the requirements established for Drive-Up Windows, in addition to the following:

(1) Drive-through lanes shall be a minimum of ten (10) feet and a maximum of twelve (12) feet in width.

(2) A minimum of one direct pedestrian walkway a minimum of five (5) feet in width shall be provided that allows pedestrians to access the building from the right-of-way without crossing drive-through lanes.

(3) All components of the drive-through facilities, including but not limited to menu boards, stacking lanes, ordering points, and other objects associated with the drive-through shall be located to the side or rear of the building.

(4) If a bail out lane for unobstructed exit capability is provided, it must be a minimum width of 10 feet and run parallel to the drive-through lane. If such bail out lane is also an interior access drive providing access to parking spaces, the bail out lane is limited to a one-way traffic pattern following the direction of the drive-through lane.

(5) Pedestrian walkways shall be clearly visible and emphasized by enhanced paving or markings where they intersect drive-through lanes.

## Sec. 16-12. - Bicycle parking and storage.

(a) Where vehicle parking is provided, bicycle parking facilities shall be provided and shall meet the following standards:

(1) Bicycle parking shall be provided at a rate of one (1) space for every ten (10) vehicular spaces or fraction thereof;

(2) Bicycle parking facilities shall be securely anchored;

~~(3) Short-term bicycle parking facilities shall be located within fifty (50) feet from the entrance;~~

(4) Long-term bicycle parking facilities shall be constructed with at least one of the following features:

a. A bicycle locker or similar structure manufactured for the purpose of securing and protecting a standard size bicycle, or;

b. A secured and dedicated bicycle parking area provided either inside the principal building on the lot, or in a building located elsewhere on the lot.

(b) Where bicycle parking is provided externally, such parking shall be located adjacent to the building and within twenty (20) feet of a building main entrance. Bicycle parking shall be located so the bicycles do not impede the pedestrian through movement when parked.

(c) Where bicycle parking facilities are provided within a parking structure, the storage area shall be within ten (10) feet of one (1) or more of the following: an external pedestrian access, stairway tower, and/or an elevator tower.

(d) 50% or greater of the required bicycle parking for multi-family developments shall be covered and either located adjacent to the dwellings or in a secure location internal to the structure. The bicycle parking shall be divided equally by total number of units per building and then multiplied by the number of buildings in order to serve the development equally.

(e) Each bicycle rack shall accommodate a minimum of 2 bicycles~~.~~

## Sec. 16-15. Commercial Access Standards.

Commercial access to a property shall be governed by the following standards and in concert with the adopted Land Subdivision Regulations. Commercial access shall defined as access for the following land uses: multi-family residential; professional services, and banks; institutional uses;~~–~~schools for academic instruction; businesses for retail sales and eating and drinking establishments; places of religious assembly; commercial parking lots or structures; indoor or outdoor recreation and athletic facilities; hotels of any type; nursing homes, personal care facilities, rehabilitation homes and assisted living facilities; community centers and private clubs; light and heavy industrial; warehouses and storage; and other businesses not specifically identified above.

(a) Proposed commercial entrances shall aligned with existing curb cuts or existing street features on the opposite side of the street. If entrance locations cannot align, then the proposed commercial entrance shall be a minimum distance away from any other entrance based upon as the following:

| Posted Roadway Speed | Distance Between Commercial Entrances |
|---|---|
| 25 MPH | 100 feet |
| 35 MPH | 150 feet |
| 45 MPH or greater | 200 feet |

(b) Proposed commercial entrances, except for right-in/ right-out access points, shall be a minimum width of twenty (20) feet and a maximum width of thirty (30) feet, measured at the right-of-way line.

Driveway width, apron flare and curb radius must meet all Fire Code or LFUCG Division of Fire standards.

(c) A minimum fifteen (15) foot curb radius shall be provided for commercial entrances, shared access points and for any entrance from an arterial street. A maximum curb radius of thirty-five (35) feet shall be provided and must be supported by tracking path simulation (e.g. AutoTURN).

(d) Entrance spacing along frontage roads shall meet local road access spacing, with a maximum of two (2) access points.

(e) Proposed commercial entrances shall be a minimum of one hundred (100) feet from any at-grade railroad crossing right-of-way.

(f) Where a median exists in the right-of-way, entrances shall be aligned with median openings.

(g) Appropriate storage and taper lengths, pavement markings (including raised pavement markings) for left turn lanes and monolithic median noses shall comply with design standards established by the Traffic Engineering Manual and LFUCG Standard Drawing ###.

(h) No parking spaces shall be permitted to back directly into a public or private street right-of-way. Existing parking lots shall be revised to meet current standards when there is a zone change or addition made to a principal structure of more than thirty percent (30%) of the floor area.

(i) When a site is redeveloped, existing entrances shall be removed, replaced or relocated unless they are in compliance with LFUCG Standard Drawing 307 for entrance apron design and width.

(j) Commercial entrances shall be located a minimum of three (3) feet from the property line or more to allow the corresponding apron flare to remain inside the projected property line and be in compliance with LFUCG Standard Drawing 307-1 or 307-2.

(k) Existing damage or damage caused during construction activity to existing right-of-way shall be repaired or replaced in concert with permitted construction activities, per Article 5 of the Zoning Ordinance.

(l) Gated primary entrances for a private street shall be prohibited. Gates shall meet the performance and operation guidelines of the Division of Fire and Emergency Services.

(m) Gated access points for "exit only" or "emergency access only" shall be located a minimum of thirty (30) feet from the curb to ensure vehicles can see the gate before entering. A "do not enter" sign shall be posted on the gate.

(n) Any proposed modification to existing LFUCG or KYTC signaling equipment must be reviewed and approved by the Division of Traffic Engineering. Grade changes adjacent to existing LFUCG signaling equipment will require replacement to current LFUCG Traffic Engineering Standards.

## Sec. 16-16. Solid Waste Access Standards.

Refuse collection is provided by the Lexington-Fayette Urban County Government in accordance with the standards and procedures of Chapter 16 of the Code of Ordinances. Dumpsters and other solid waste areas shall be located, screened and maintained in accordance with the requirements of the Chapter 16 of the Code of Ordinances.

## Article 18 - LANDSCAPE AND LAND USE BUFFERS

### Sec. 18-2. - Sites affected.

(a) New Sites. No new site development, building, or structure shall hereafter be constructed or vehicular use area created or used unless landscaping is provided as required by the provisions of this Article.

(b) Existing Sites. Any development that expands, moves, removes, or reconstructs the building, structure, or vehicular use area (VUA) by thirty (30%) percent or more of a previously approved development plan by the Planning Commission shall comply with the provisions of this Article. Changes of less than thirty (30%) percent of the site shall comply with the provision of this Article only for the portions of the site being altered or modified.

(c) Change of Use. Interior landscaping shall not be required where only the use of the property is changed and no new construction or reconstruction is proposed.

(d) Change of Zone. No use of an existing building, structure, or vehicular use area shall be commenced subsequent to a change in zoning unless property perimeter landscaping as required herein has been provided.

### Sec. 18-3. - Where landscape materials required.

This section describes the minimum requirements that shall be met in regard to interior and perimeter landscaping for vehicular use areas, perimeter landscaping for incompatible land use areas, and landscaping for service areas.

. . . . . .

(b) Interior Landscaping for Vehicular Use Areas. Any open vehicular use area containing five thousand (5,000) or more square feet of area, or fifteen (15) or more vehicular parking spaces, shall provide interior landscaping in addition to the previously required perimeter landscaping. Interior landscaping shall be peninsular or island types. Where a vehicular use area is altered or expanded to increase the size to five thousand (5,000) or more square feet of area, or fifteen (15) or more vehicular parking spaces, interior landscaping for the entire vehicular use area shall be provided and not merely to the extent of its alteration or expansion.

(4) Location for Interior Landscape Areas.

a. A maximum distance of ninety (90) feet between interior landscape areas.

b. At the end of every row of parking there shall be an interior landscape area.

c. Every other row of double-loaded parking requires a continuous interior landscape area of a minimum of eight (8) feet in width when trees are provided or five (5) feet when no trees are provided.

. . . . . .

(7) Landscaping for Service Structures. All service structures shall be fully screened except when located in an R-1, R-2, B-4, I-1 or I-2 zone or when located more than thirty-five (35) feet above the established grade. Service structures in the B-4, I-1 or I-2 zone shall be fully screened when located within one hundred (100) feet of any zone except B-4, I-1 or I-2. For the purpose of this Article, service structures shall include propane tanks, air-conditioning units and condensers,

electrical transformers, dumpsters, and other equipment or elements providing service to a building or a site.

(a) Location of Screening. A continuous planting, hedge, fence, wall, or earth mound shall enclose any service structure on all sides unless such structure shall be frequently moved, in which case screening on all but one (1) side is required. The average height of the screening material shall be one (1) foot more than the height of the enclosed structure, but shall not be required to exceed eight (8) feet in height. Whenever a service structure is located next to a building wall, perimeter landscaping material, or vehicular use area landscaping material, such walls or screening material may fulfill the screening requirement for that side of the service structure if that wall or screening material is of an average height sufficient to meet the height requirement set out in this section. Whenever service structures are screened by plant material, such material may count towards the fulfillment of required interior or perimeter landscaping. No interior landscaping shall be required within an area screened for service structures. Screening for dumpsters and other solid waste service areas shall be installed and maintained in accordance with Chapter 16 of the Code of Ordinances.

(b) Protection of Screening Material. Whenever screening material is placed around any trash disposal unit or waste collection unit which is emptied or removed mechanically on a regularly occurring basis, a fixed barrier to contain the placement of the shall be provided in accordance with the requirements of Chapter 16 of the Code of Ordinances ~~within the screening material on those sides where there is such material. The barrier shall be at least eighteen (18) inches from the material and shall be of sufficient strength to prevent possible damage to the screening when the container is moved or emptied. The minimum front opening of the screening material shall be twelve (12) feet to allow service vehicles access to the container.~~

. . . . . .

~~(9) Innovative Design Landscape Plan. Interior landscaping requirements for vehicular use areas may be modified on a development plan without a variance in accordance with an Innovative Design Landscape Plan. An Innovative Design Landscape Plan shall be certified by a landscape architect licensed to practice in the State of Kentucky.~~

~~The plan may include, but is not limited to:~~

~~a. Green infrastructure elements above and beyond existing requirements;~~

~~b. Provisions for solar or alternative energy production;~~

~~c. Vegetated areas that do not meet one or more of the above regulations, but still achieve the basic objectives of these regulations.~~

~~The plan shall be reviewed and approved by the Landscape Review Committee; and a finding shall be made by the Planning Commission and noted on the Final Development Plan. Such finding shall state that the proposed interior landscaping for the vehicular use area utilizes innovative landscape design elements to promote public health and safety through the reduction of noise pollution, air pollution, visual pollution, air temperature, and artificial light glare in accordance with Article 18-1.~~

## Article 21- DEVELOPMENT PLANS

## Sec. 21-4. - Development plan procedures.

The following shall be the procedure for ~~Planning Commission~~ consideration of any development plan.

(a) *Pre-Application Meeting.* Prior to application for a final development plan, the owner/developer may request to meet with the appropriate staff members of the Division of Planning to discuss the proposed plan. The purpose of the pre-application meeting is to discuss the requirements, procedures and issues related to the proposed development to alleviate possible conflicts by early recognition of existing conditions, current standards, necessary infrastructure and adopted plans.

(b) *On-Site Meeting.* Prior to the submission of a development plan, the owner/developer shall contact the Urban Forester who will determine if an on-site meeting with the developer's design professional and/or other pertinent Urban County Government staff is necessary.

(c) ~~(b)~~ *Filing.* To formally request ~~Planning Commission~~ action on the development plan, the developer shall ~~file a~~ complete~~d~~ the required application information ~~form~~, and submit a current deed for the subject property, copies of the plan, associated plans and studies as required by the Zoning Ordinance and pay the filing fee ~~and copies of the plans~~ as required by the Commission's adopted filing and fee schedules with the Division of Planning. ~~The Division of Planning shall make copies of the plan available to all other concerned agencies.~~

(d) ~~(c)~~ *Review.* The Division of Planning shall facilitate the review of all development plans through the following steps:

(1) Technical Review Committee. The Division of Planning and concerned agencies shall review the development plan, and then meet together as a Technical Review Committee (TRC) to ~~try to~~ ensure the plan meets all requirements established by the Zoning Ordinance, the Land Subdivision Regulations, and other adopted rules and regulations; as well as resolve all differences or conflicts. Development plans that meet all ordinance requirements, manuals, regulations and rules may be approved by the Technical Review Committee and no further action by the Planning Commission will be required. The Technical Review Committee shall have a maximum of thirty (30) days to review a development plan. If the development plan meets all requirements within that timeframe, it shall be approved and certified by the Secretary of the Planning Commission in conformance with subsection (e) and (f) herein. ~~.~~ If the development plan does not meet all requirements, it may be postponed until revisions are made to meet all requirements or the developer files a waiver request in compliance with Subsection 21-9. In the event a development plan has been postponed for a period of one (1) year from the initial application date, the plan shall become indefinitely postponed and will no longer be considered active. A development plan can be re-activated upon written notice to the Division of Planning and submission of materials in conformance with subsection (c) above.

(2) *Planning Commission Subdivision Committee.* Development plans may require further review by the Planning Commission's Subdivision Committee and the full Planning Commission under the following criteria and circumstances:

(a) Additional guidance or recommendations may be required from boards and commissions as stipulated by other ordinances or agreements such as, but not limited to, the Royal Springs Aquifer Wellhead Protection Committee, or the Paris Pike Corridor Commission. Such recommendations and conditions shall be incorporated into the development plan. Relief from such recommendations and conditions may be granted by the Planning Commission at a public meeting.

(b) The developer requests a waiver to the requirements established by the Zoning Ordinance, the Land Subdivision Regulations,–and other applicable adopted rules and regulations. Allowable waivers are further regulated by Subsection 21-9.

(c) The Division of Planning refers a development plan because a strict application of the requirements established by the Zoning Ordinance or other adopted rules and regulations would pose a specific threat to public health, safety or welfare in the affected area.

(d) The development plan filed in conjunction with a map amendment request that requires further evaluation relative to the adopted Comprehensive Plan or a Small Area Plan.

(e) The preliminary development plan associated with a map amendment request has expired and a new plan is necessary.

The Subdivision Committee will review all recommendations, and then forward their recommendations to the full Planning Commission for final action. These Committee meetings shall be open to the developer and to any interested citizen, however, each Committee may impose rules which control participation by non-members in attendance. The developer may secure recommendations from the staff at any of the review checkpoints, and proceed to make plan changes so that revised plans may be submitted to the remaining review groups.

~~1. The Subdivision Committee shall have the authority to require an applicant to prepare a traffic impact study for significant developments per Article 6-1(a).~~

~~2. The Subdivision Committee shall have the authority to require an applicant to prepare a Parking Demand Mitigation Study for significant developments per Article 16-14.~~

(e) ~~(d)~~ *Commission Action.*

No development plans shall be considered for action by the Commission until they have been reviewed by, and recommendations made by the Subdivision Committee ~~unless this requirement is waived by the Commission under its adopted late filing procedures~~. All development plans shall be approved or disapproved within ninety (90) days of the date they are formally filed ~~for Commission action~~ with the Division of Planning, unless the developer agrees to a longer time period. However, in the case of a development plan filed in conjunction with a map amendment request, the Planning Commission may postpone the development plan until after the Urban County Council has made its decision on the map amendment request. For cases such as these, the Commission shall either approve or disapprove the development plan within sixty (60) days of the date of Council action on the map amendment request unless the developer agrees to a longer time period.

The Commission will review the Subdivision Committee's recommendation and then act for approval, conditional approval with conditions noted, postponement, or disapproval. The Commission may modify or disapprove the development plan if it finds the plan does not comply with the requirements of this Zoning Ordinance, and when applicable, the Land Subdivision Regulations or if it finds there are existing or potential flood, drainage, traffic, topographic, health, safety, nuisance or other similar problems relating to the development of the subject property or affected area. In addition to these items, development plans which seek to amend the original development plan or its approved amendments shall also be subject to the provisions of Section 21-7(e) hereinbelow. Reasons for action of postponement or disapproval shall be fully incorporated in the Commission's minutes. The following actions by the Commission shall have the meanings so stated:

(1) *Approval.* Means the development plan is ready to be certified by the Commission's Secretary with no further corrections or revisions of the plan required by the developer.

(2) *Conditional Approval.* Means the development plan cannot be certified by the Commission's Secretary until the developer has complied with the conditions of approval set forth in the Planning Commission's action on the plan.

(3) *Postponement.* Means that the Commission has deferred action until some future Commission meeting in order that certain clarifications can be made in regard to the development plan. No completely new re-submittal is required of the developer as is the case for disapproval.

(4) *Disapproval.* Means disapproval of the plan. To request new review and action, the developer must file a new application along with a filing fee, plan copies, and other material as required under Subsection (b) of this section.

~~(f)~~ ~~(e)~~ *Certification of Approval.* Within fourteen (14) days of the Commission's approval for all development plans filed in conjunction with a map amendment, and for all other development plans, within one (1) year of the Technical Review Committee or Commission's approval, unless a time extension has been granted previous to the expiration date, the following steps shall be completed, or else the ~~Commission's~~ approval becomes null and void:

(1) The developer shall fully comply with any conditions of approval placed on the plan by the Commission and submit the completed original tracing of the plan including the signed owner's certification to the Division of Planning;

(2) The plan shall be certified by the Commission's Secretary if it is in conformance with all requirements. Required copies of the certified plan shall be made by the Division of Planning at the developer's expense. In conjunction with any request by the developer for a time extension of no greater than one (1) year ~~or reapproval of an expired plan~~, the Commission may require changes in the development plan ~~when it finds that time has necessitated such changes for the health, safety and welfare of the residents of the community, or~~ when applicable ordinances and regulations have been changed.

~~(g)~~ ~~(f)~~ *Timing Restrictions.* The following timing restrictions shall be applicable to development plans:

(1) Final development plans shall be submitted for Commission consideration within two (2) years of the date of Commission action on a preliminary development plan, otherwise, the preliminary development plan shall be deemed as disapproved ~~by the Commission~~. A new preliminary development plan shall be required to be submitted and reviewed by the Planning Commission.

(2) The developer shall be required to obtain building permits for all structures shown on a final development plan within five (5) years of the date of ~~Commission~~ action on the development plan~~, otherwise, no further building permits shall be issued unless and until the plan is reapproved by the Planning Commission~~. Once expired, a new final development plan filing shall be required.

## Sec. 21-5. - Types of development plans.

There shall be a preliminary development plan and a final development plan, defined as follows:

(a) *Preliminary Development Plans.* A preliminary development plan is a site plan by which, at the early stages of development design, the Commission may consider, approve and restrict many major aspects of the development without requiring an undue amount of final design work on the part of the developer. The preliminary development plan is less detailed and specific than a final development plan in terms of exact arrangement of buildings, parking areas, open spaces, access points and any other site design features. No building permits can be issued based upon a preliminary development plan.

(b) *Final Development Plan.* A final development plan is a development plan from which a building permit will be sought. A final development plan is intended to deal with site design issues at a detailed level and to actually dictate the approved locations of buildings, parking areas, open spaces, access points and any other site design features.

## Sec. 21-6. - Contents and format of development plans.

All development plans shall be prepared on Mylar or other material capable of clear reproduction using ozalid print process. Plans shall be legible and of a size and scale (generally not exceeding one (1) inch equals one hundred (100) feet) which enables clear presentation of required information. Required plan information shall be as follows:

(a) Contents of preliminary development plan. A preliminary development plan shall contain the following information ~~at a minimum~~:

(1) A title block containing the plan name, development plan type, name and address of developer and plan preparer; ~~and~~ written and graphic scale.

(2) The boundary of the subject property denoted with a solid line and bearings and distances, and its record plan designation (if available)~~.; and t~~The record plan name or owner's name of all adjacent ~~adjoining~~ property. The boundary of all adjacent property shall be denoted with dashed lines.

(3) A vicinity sketch, oriented in the same direction as the design scheme, at a scale of one (1) inch equals two thousand (2,000) feet, labeled with roadways and identifying the subject property.

(4) Topography with contour intervals not greater than five (5) feet.

(5) Location, arrangement, and ~~approximate~~ dimensions of existing and proposed driveways, walkways, pedestrian crossings, parking areas and arrangement of spaces (including reserved parking, display areas, and compact spaces), point of ingress and egress (including all gates restricting vehicular access), traffic calming elements, access points for construction vehicles, and other vehicular and pedestrian rights-of-way or easements (as required by Article 16).

(6) Location and cross-sections of any proposed or existing streets within or abutting the subject property, access points for all adjacent land, and stub connections that adjoin any portion of the subject property (both vehicular and pedestrian).

(7) Location, arrangement, and dimensions of existing and proposed ~~S~~screening, landscaping and buffering~~,~~ (as required by Article 18), recreational and other open space areas (as required by Article 20).

(8) ~~Approximate size, l~~Location, size, height, floor area, area arrangement and use of proposed and existing buildings, walls over three feet in height, fences, and canopies over drive aisles ~~and signs~~.

(9) Storm drainage areas, floodplains, alluvial soils, conceptual drainage controls and stormwater retention and any other designated environmentally sensitive or geologic hazard area.

(10) ~~Proposed and~~ Existing easements for utilities or other purposes, including dimensions and labels.

(11) A tree inventory map and notes as required by Article 26.

(12) Location of any existing burial grounds (including private family cemeteries) on the subject property and all adjoining property, and provisions for their protection, maintenance and accessibility.

(13) A statistical summary of all pertinent site data, including site area in square feet and acres, zoning, building coverage and floor area, parking quantities, open space by type (total, common, usable and vegetative, tree canopy etc. Additional site statistics may be required based on the requirements of the zoning category. Statistical summary table shall meet the standards of the Division of Planning.

(14) Proposed and existing addresses for each lot, building and/or unit, and front yard and exterior building line(s).

(15) The approved conditional zoning, variances, waivers, conditional use permits or other binding restrictions for the subject property.

~~(14) A note stating that no grading, stripping, excavation, filling or other disturbance of the natural ground cover shall take place prior to approval of an erosion control plan. Such plan must be submitted in accordance with Chapter 16 of the Code of Ordinances.~~

~~(15) An owner's certification, signed and witnessed as follows: "I (We) do hereby certify that I am (we are) the only owner(s) of the property shown hereon, do fully agree to all graphic and textural representations shown hereon, and do adopt this as my (our) development plan for the property."~~

(b) Preliminary Development Plans shall contain the following general notes stating the following: ~~A note stating that no~~

(1) No grading, stripping, excavation, filling or other disturbance of the natural ground cover shall take place prior to approval of an erosion control plan. Such plan must be submitted in accordance with Chapter 16 of the Code of Ordinances.

(2) No building permits shall be issued unless and until a final development plan is certified by the Secretary of the Planning Commission.

(3) All buildings, paving, signs, fences, walls and retaining walls that are depicted, described or required on this Development Plan shall require a separate review and building permit from the Division of Building Inspection prior to construction.

(4) The location of the fire hydrants, fire department or fire service features, if required, shall be approved by the Division of Fire, Water Control Office.

(5) An owner's certification, signed and witnessed as follows: "I (We) do hereby certify that I am (we are) the only owner(s) of the property shown hereon, do fully agree to all graphic and textural representations shown hereon, and do adopt this as my (our) development plan for the property."

(6) ~~(16)~~ A Commission's certification to be signed by the Secretary of the Commission~~'s Secretary~~ if and when the plan is fully approved by the Planning Commission, as follows: "I do hereby certify that this development plan was approved by the Urban County Planning Commission at its meeting held on (date)."

(7) An alternative Commission's certification shall be used when the plan meets all requirements of the Zoning Ordinance and has not been acted on by the Planning

Commission , as follows: "I do hereby certify that this development plan complies with all provisions of the Zoning Ordinance."

~~(17) A note stating that no building permits shall be issued unless and until a final development plan is approved by the Planning Commission.~~

~~(c)~~ ~~(b)~~ Contents of final development plan. All information required for preliminary development plans as required under Subsections (a) and (b) ~~1 through 17~~ of this section, above; except that that the plan information shall be of an exact nature, rather than approximate or general. In addition, the following information shall be required:

(1) Environmentally sensitive and geologic hazard areas, as defined in Article 1-11, shall also be depicted on a supplemental environmental plan sheet;

(2) C~~c~~ontour intervals shall be two (2) feet;

~~(3),~~ A~~a~~ tree protection plan, data block, and tree protection areas as required by Article 26;

(4) A lighting plan as required by Article 30; and

(5) Proposed easements for utilities or other purposes, including dimensions and labels.

~~(4) shall be required and that the plan information shall be of an exact nature, rather than approximate or general.~~

## Sec. 21-7. - Amendments to development plans.

Amendments to an approved development plans shall follow the steps established below. All development plan amendments shall meet the requirements established by the adopted Zoning Ordinance, the Land Subdivision Regulations, and other applicable adopted rules and regulations.

~~can be made only by official Planning Commission action in a public hearing. However,~~

A~~a~~mendments which fully meet the requirements set forth hereinafter for minor amendments may be approved and certified by the Commission's Secretary without further action by the Commission.

(a) Minor Amendments Defined. Minor amendments are intended to expedite approval in those situations where amendments are of minor significance and generally relate to the shifting of previously approved spaces. Such amendments:

(1) Shall not decrease the overall land area in yards, or other open spaces;

(2) Shall not increase building ground area coverage, floor area, or height, or increase the number of dwelling units;

(3) Shall not increase the number or size of signs;

(4) Shall not change the location or cross-section of any street and shall not increase the number, or change the location of street access points, except that shifts in the approved access location not exceeding twenty-five (25) feet may be approved as a minor amendment where the access point is not located on an arterial street and the Divisions of Traffic Engineering and Planning concur that such relocation will not have a negative effect on traffic safety and movement.

(b) Procedures for Minor Amendments. Shall be as follows:

(1) *Filing*. The developer shall file the following materials with the Division of Planning: a reproducible ~~tracing of the~~ plan prepared on Mylar or other material capable of ~~clear~~ reproduction ~~using ozalid print process~~; three (3) ~~blue or~~ black line prints of the plan~~tracing~~; a current deed for the subject property; and a filing fee in the amount determined by the Commission's adopted fee schedule.

(2) *Review*. The Division of Planning shall review the plan for compliance with all applicable requirements and ordinances and shall consult with the Divisions of Building Inspection, Traffic Engineering, Engineering, and others as appropriate to ensure proper plan review. Upon determination that all requirements have been met, the Commission's Secretary shall certify the plan as approved. If any question arises as to compliance, ~~or if~~ the Division of Planning ~~feels that~~ shall refer the proposed amendment ~~raises issues deserving the attention of~~ to the Technical Review Committee or the full Commission, however, the plan shall ~~be referred to the full Commission for action~~ follow the process established in subsection 21-4 above.

(3) *Certification*. Upon certification of approval by the Commission's Secretary, the Division of Planning shall have copies of the plan prepared and distributed to other public agencies at the expense of the developer, and return the original plan tracing to the developer.

(c) Content and Format of Minor Amendments. Minor amendments shall have the same content and format requirements as the original development plan, except that:

(1) The title shall indicate the plan is a minor amendment;

(2) A note shall be added listing the exact nature of the requested changes (no plan change shall be considered in effect unless it is referenced in this note); and

(3) The following will be the required language for the Commission's certification: "I do hereby certify that this development plan amendment complies with the provisions of Section 21-7 of this Zoning Ordinance."

(d) Content and Format of Major Amendment Requirements. Major amendments to development plans shall have the same content and format requirements as the original development plan, except that:

(1) The title shall indicate the plan is an amended development plan; and

(2) A note shall be added listing the exact nature of the requested changes.

No plan change shall be considered in effect unless it is referenced in this note.

(e) Major Amendment Procedures. The procedure for a major amendment to a development plan shall be the same as for the original submission as specified in Section 21-4 above. However, in addition to the standards listed in Section 21-4(d~~e~~), the Commission may also disapprove or modify the requested amendment if it finds that such amendments will adversely affect the public health, safety and welfare~~, or alter the essential character of the development as originally approved~~.

## Sec. 21-8. - Relationship to land subdivision regulations.

The relationships between development plans and the Land Subdivision Regulations are established as follows:

(a) *Applicability of Land Subdivision Regulations.* Although developments plans are not subdivision plans, quite often the development plan does indicate a need or intent to subdivide property. For any such development plan, the design and improvement standards contained within the Subdivision Regulations shall be applied to proposals contained on the development plan.

(b) *Development Plans Required Under Section 5-2(g) of the Land Subdivision Regulations.* Development plans required under Section 5-2(g) of the Land Subdivision Regulations are required to conform with the provisions of this Article 21 of this Zoning Ordinance.

(c) *Development Plans and Preliminary Subdivision Plans May Be Combined.* It is recognized that for certain development situations it can be advantageous to both the developer and the Commission to combine the functions and requirements for development plans and preliminary subdivision plans in order to streamline the development approval process while not reducing the quality of the review. The following provisions shall be applicable to any such combined plan:

(1) The developer shall meet with the Division of Planning no later than five (5) working days in advance of the filing deadline to discuss the appropriateness of filing a combined plan.

(2) The plan shall show all information required for a development plan (preliminary or final as appropriate) and all information required for preliminary subdivision plans as set forth in Section 5-2 of the Land Subdivision Regulations.

(3) Provisions relating to the timing of public or private streets or other public or common use improvements in relation to the timing of building permit issuance may be required.

(d) *Preliminary Subdivision Plan May Be Substituted for Development Plans Required in Conjunction with map amendment request.* It is recognized that in certain cases, a preliminary subdivision plan would be as appropriate or more appropriate to be considered in conjunction with a map amendment request than a development plan. Generally, such situations involve developments where placement of structures will be tightly controlled by the streets, lot pattern, and the requirements for placement of structures within the zone, and where the developer sees fit to have plans prepared at the required level of detail for subdivisions plans prior to receiving a zone change approval. When a developer is required to provide a development plan under Section 21-3(c) hereinabove, and the developer desires to file a subdivision plan in its place, the developer shall meet with the Division of Planning in advance of filing the map amendment request to discuss the appropriateness of a substitution. In any disputed cases, the Planning Commission shall make the final judgments as to whether a development plan or subdivision plan is required.

## Sec. 21-9 – Waivers

The Planning Commission may consider waivers to modify, reduce or–eliminate certain standards and minimum requirements established by the Zoning Ordinance which cannot be addressed through a dimensional variance. Use, conditional use, density, lot coverage and F.A.R. standards shall not be modified by this process. Waivers to the Land Subdivision Regulations, Engineering Manuals or other adopted regulations shall follow the specific waiver or appeal procedures established therein and shall take precedence over the procedures established in this section. Only site, building and structure design elements are subject to the waiver provisions of the Zoning Ordinance. Regulations that prohibit certain structures or activities (e.g. freestanding signs prohibited in certain zones), and other non-design related standards (e.g. limit on hours of operation) may not be waived.

(a) Application Submission Requirements - Applications for waiver shall be submitted by the property owner or his/her agent and filed with the Division of Planning in accordance with these regulations. Applications shall be accompanied by appropriate supporting material and by the appropriate filing fee. The list of required supporting materials shall be available from the Division of Planning. Applications for waivers will not be accepted until all required materials and filing fees are submitted. At a minimum, the following materials shall be submitted with all applications for waiver:

(1) A justification document which addresses as applicable the following items:

a. The waiver will not compromise public health, safety, and welfare; and

b. The extent of waiver of the regulation is the minimum necessary to reasonably afford relief to the applicant: and.

c. Either:

i. The applicant has incorporated other design measures that exceed the minimums of the zone and compensate for non-compliance with the requirements to be waived (net beneficial effect); or

ii. The strict application of the provisions of the regulation would deprive the applicant of the reasonable use of the land or would create an unnecessary hardship on the applicant.

(2) Unless determined by the Planning Director to be unnecessary, a site plan or development plan of sufficient detail to demonstrate to the Planning Commission the character and objectives of the proposed waiver and the potential impacts of the waiver on the community and its environs.

(b) Notice Requirements - Following receipt of a completed application, staff of the Commission shall provide notice of the request for modification or waiver to adjacent property owners on the proposal now under consideration for waiver. Addresses shall be obtained using current available data from the Property Valuation Administrator. Such notice shall be given no less than ten (10) calendar days prior to the meeting at which the request is to be considered.

(c) Public Hearing - The Planning Commission shall hold a public hearing in order to consider a requested waiver. Requests for a waiver may extend review periods when associated with a development plan, but the waiver shall be approved or disapproved within ninety (90) days of the date it is formally filed with the Division of Planning, unless the owner or agent agrees to a longer period of time.

(d) Findings Necessary for Granting of Waiver or Modification

The Planning Commission may approve waivers of standards upon a finding that:

(1) The waiver will not compromise public health, safety, and welfare; and

(2) The extent of waiver of the regulation is the minimum necessary to reasonably afford relief to the applicant; and,

(3) Either:

a. The applicant has incorporated other design measures that exceed the minimums of the zone and compensate for non-compliance with the requirements to be waived (net beneficial effect); or

b. The strict application of the provisions of the regulation would deprive the applicant of the reasonable use of the land or would create an unnecessary hardship on the applicant.

(e) Additional Conditions - The Commission may impose additional conditions or restrictions intended to mitigate the impact of the modification or waiver. These conditions or restrictions shall be noted on the plan and are only able to be modified by the Planning Commission.

## APPENDIX 23B. EXPANSION AREAS PROCEDURES AND REQUIREMENTS

### Sec. 23B-4. Content and format for final development plans within the Expansion Areas.

Final development plans required pursuant to this Article shall meet, at a minimum, all information as required for a final development plan as set forth under Section 21-6. In addition, the following shall be a required part of the final development plan and shall be submitted at the time of the application:

~~(a) Comprehensive Plan Compliance Statement. This document shall set forth the developer's specific actions related to natural environment, land use, open space, housing, community design, public facilities, design features and criteria, density, and similar matters to demonstrate that the final development plan complies with the "Future Land Use" and "Community Design" Elements of the adopted Expansion Area Master Plan.~~

(a) ~~(b)~~ Infrastructure Statement. This document shall set forth a project description including engineering and construction cost estimates prepared by a professional engineer for the public and/or private expenditures for system improvements that the developer proposes to construct, and for construction, or other development activity which will be in place prior to or in conjunction with the development. This document will demonstrate that the proposal complies with the "Infrastructure Element" of the adopted Expansion Area Master Plan. Any proposed or executed development agreement that is required or anticipated by the developer as set forth under Section 23C-7 hereinbelow shall also be a part of this statement. At the time of the application, the developer shall distribute copies of the Infrastructure Statement to the Chief Administrative Officer, the Commissioner of Public Works, the Commissioner of Finance, and the Commissioner of General Services. Such officials shall review the proposed statement and provide their comments to the Division of Planning during the review process. ~~Planning Commission action.~~

(b) ~~(c)~~ Other Information on the Final Plan. The final development plan shall indicate the developer's restrictions for lot sizes (minimum and, where appropriate, maximum); yard and setback restrictions; coverage restrictions; height limitations; floor area ratios; project lighting; or similar restrictive techniques to be established within the development or defined areas within it so as to achieve the purposes of the Expansion Area Master Plan and to prevent or minimize potential adverse effects upon properties within and in the vicinity of the proposed development.

(c) ~~(d)~~ DTR Related Information. For any final development plan which proposes units permitted under a DTR, a copy of the Certificate of DTR shall be filed as a part of the application.

### Sec. 23B-5. Review procedures.

Final development plans required under this Article shall follow the development plan procedures as set forth in Section 21-4, except that an Infrastructure Plan shall be required. Approval of the development plan will require staff certification that the plan is in compliance with the Infrastructure Element of the Expansion Area Master Plan ~~as specifically modified herein~~.

~~(a) Staff Report on Compliance with Expansion Area Master Plan and Infrastructure. In addition to all other reports and recommendations from staff and review committees provided to the Commission, the Division of Planning shall prepare and submit for Commission review a report reviewing the final development plan's compliance with the Expansion Area Master Plan. The report shall review the statements and information provided by the developer under Sections 23B-4(a) through (d) above, and may make specific recommendations on design changes needed to establish compliance with the Expansion Area Master Plan. The Division shall include comments from all applicable Departments involved with public facilities within~~

the development, including the physical extent of the proposed project improvements; exactions; related capital improvements financing; regulations; and similar matters.

(b) Commission Hearing and Action. The Planning Commission shall advertise and conduct at least one (1) public hearing and shall approve, conditionally approve with conditions noted, or disapprove any request for action on a final development plan within one hundred twenty (120) days of its filing unless the applicant agrees to an extension of time beyond such period. The minimum notice shall include a newspaper notice placed not more than twenty-one (21) days, nor less than seven (7) days, in advance of the hearing; and the posting by the applicant of a sign in a conspicuous location on the property. The sign shall be constructed of durable material; shall not be less than four (4) feet by four (4) feet; shall state "development plan" in bold letters not less than three (3) inches in height; shall state the time, date, and location of the hearing and the phone number of the Division of Planning in letters at least one (1) inch in height; and shall be posted on the property at a location which is visible from the highest traffic volume roadway abutting the property not more than fourteen (14) days after the filing of the plan and maintained until the hearing date. The applicant shall provide an affidavit to the Planning Commission at the hearing, stating that the sign was posted as required and has been maintained on the property during the notice period to the best of the applicant's knowledge and ability.

(c) Commission Action. No development plan shall be considered for action by the Commission until it has been reviewed by, and recommendations made by, the Subdivision Committee unless this requirement is waived by the Commission under its adopted late filing procedures. The Commission will review all staff and committee recommendations, comments made in the public hearing, and shall then act for approval, conditional approval with conditions noted, postponement, or disapproval. The Commission may modify through conditional approval or disapprove the development plan if it finds the plan does not comply with the requirements of this Zoning Ordinance, and when applicable, the Land Subdivision Regulations; or if it finds there are existing or potential flood, drainage, traffic, topographic, health, safety, nuisance or other similar problems relating to the development of the subject property which cannot be properly mitigated.

(1) Further, approval of the development plan will require a finding on the part of the Planning Commission that the plan is in compliance with the Infrastructure, Future Land Use, and Community Design Elements of the Expansion Area Master Plan, and the Commission may disapprove or require modifications to the development plan to ensure such compliance, and the need to prevent or minimize adverse effects upon properties within or in the vicinity of the development. The Commission shall impose conditions regarding construction of required infra-structure and the proposed development to ensure that development is supported by infrastructure consistent with the Expansion Area Master Plan and any development agreement. The Commission shall permit the construction and bonding of required infrastructure pursuant to the provisions of Section 4-7 of the Land Subdivision Regulations.

(2) In addition to these items, development plans which seek to amend the original development plan or its approved amendments shall also be subject to the provisions of Section 21-7(e). Reasons for action of postponement or disapproval shall be fully incorporated in the Commission's minutes. The following actions by the Commission shall have the meanings so stated:

(1) Approval means the development plan is ready to be certified by the Commission's Secretary with no further corrections or revisions of the plan required by the developer.

(2) Conditional Approval means the development plan cannot be certified by the Commission's Secretary until the developer has complied with the conditions of approval set forth in the Planning Commission's action on the plan.

(3) Postponement means that the Commission has deferred action until some future Commission meeting in order that certain clarifications can be made in regard to the development plan. No completely new re-submittal is required of the developer as is the case for disapproval.

(4) Disapproval means disapproval of the plan. To request new review and action, the developer must file a new application along with a filing fee, plan copies, and other material as required

herein. For any action of disapproval, the Planning Commission shall be required to make specific findings to support such action.

(d) Certification of Approval. Within one (1) year of the Commission's approval, unless a time extension has been granted previous to the expiration date, the following steps shall be completed, or else the Commission's approval becomes null and void:

(1) The developer shall fully comply with any conditions of approval placed on the plan by the Commission and submit the completed original tracing of the plan, including the signed owners' certification, to the Division of Planning;

(2) The plan shall be certified by the Commission's Secretary if it is in conformance with all requirements. Required copies of the certified plan shall be made by the Division of Planning at the developer's expense.

In conjunction with any request by the developer for a time extension or re-approval of an expired plan, the Commission may require changes in the development plan when it finds that time has necessitated such changes for the health, safety and welfare of the residents of the community, or when applicable ordinances and regulations have been changed.

## Sec. 23B-6. Subdivision of land.

The following provisions shall apply to subdivision of land within the Expansion Area:

(a) Applicability to Subdivisions. Except as expressly specified in this Article, all subdivision of land within the Expansion Area shall be required to comply with all procedures, requirements and standards of the Land Subdivision Regulations for major or minor subdivisions as applicable to the nature of the proposed subdivision.

(b) Applicability to Development Plans. Where any development plan under this Article indicates a need or intent to subdivide property, all design and improvement standards contained in the Land Subdivision Regulations shall be applicable to the development plan.

(c) Development Plan and Preliminary Subdivision Plan May Be Combined. The required development plan and preliminary subdivision plan may be combined as set forth in Section 21-8(c).

## Sec. 23B-7. Amendments.

Amendments to development plans under this Article shall be as provided in Section 21-7 of this Zoning Ordinance, except as modified hereinabove.

## Article 28 - MIXED USE ZONING CATEGORIES

### Sec. 28-3. - Mixed use 1: Neighborhood Node Zone (MU-1).

Mixed use 1: "Neighborhood Node Zone (MU-1)" is hereby created and regulated as follows:

(a) *Location Criteria*. MU-1 shall only be permitted on parcels which meet all of the following criteria:

1. The parcel must contain a combined total frontage of at least one hundred (100) feet of the intersection of two (2) streets, one (1) of which has the functional classification of arterial or collector, and must be located inside the Urban Service Area boundary.

2. The parcel must contain at least five thousand (5,000) square feet and may not exceed a maximum of one-half (½) acre.

~~3. The parcel must be designated in a Medium, High, or Very High Density Residential, or Commercial Land Use Category in the Comprehensive Plan or currently zoned for commercial use.~~

(b) Principal Permitted Uses. The following shall be principal permitted uses in the MU-1 zone:

1. Dwelling units.

2. The principal permitted uses of the P-1 and B-1 zones, except as specifically prohibited hereinbelow.

(c) Accessory Uses. The following shall be considered accessory uses in the MU-1 zone:

1. The accessory uses permitted in the P-1 and B-1 zone except for drive-through facilities.

(d) Conditional Uses. The following shall be conditional uses in the MU-1 zone:

1. Temporary structures designed for use or occupancy for sixty-one (61) to one hundred eighty (180) days per 12-month period on a single property, calculating said period by cumulative consideration of the use of any and all such structures on a single property.

(e) Prohibited Uses. The following uses shall be prohibited in an MU-1 zone:

1. The following principal uses, in the B-1 zone: automobile service stations; parking ~~lots and~~ structures; outdoor miniature golf or putting courses; circuses and carnivals on a temporary basis; indoor theaters; arcades, including pinball and electronic games; pawnshops.

2. The following accessory use in the B-1 zone: drive-through facilities~~, the rental of trucks (single rear axle, 28-foot maximum overall length), trailers and related items in conjunction with the operation of an automobile service station, provided the service station abuts a state or federal highway and does not abut a residential zone~~.

3. All B-1 conditional uses.

~~4~~. All uses listed as prohibited in the B-1 zone.

(f) Lot, Yard, and Height Requirements. Lot, yard, and height requirements shall be as follows:

1. Floor Area Ratio: Maximum 1.0.

2. Height: Thirty-five (35) feet Maximum.

3. Front Yard: No limitation for first or second story; any third floor shall be set back at least fifteen (15) feet; also see Subsection (h)(5) of this section, below.

4. Each Side Yard:

   For one- and two-story structures, ten (10) feet.

   For three-story structures, twenty (20) feet.

5. Rear Yard: Ten (10) feet or thirty percent (30%) of lot depth, whichever is greater.

6. Open Space: See Article 20 for open space regulations.

7. Lot Coverage: No limitation.

~~(g) Off-Street Parking. (See Articles 16 and 18 for additional parking regulations.)~~

~~No minimum requirements.~~

~~Conditional Uses: The Board of Adjustment may establish additional requirements, as needed.~~

~~(g)~~ (h) Special Provisions. Special provisions shall be as follows:

1. No less than fifteen percent (15%), nor more than eighty-five percent (85%), of the floor area of any structure shall be required to be residential uses.

2. Only one (1) principal structure shall be permitted per MU-1 site.

3. All residential uses shall be required to be in the same structure as nonresidential uses.

4. Within the Infill and Redevelopment Area, at least sixty percent (60%) of the front building wall shall be required to be built at the zero-foot setback line. When ~~the Planning Commission requires~~ additional sidewalk or pedestrian areas are provided, the edge of the pedestrian area shall be construed as the zero-foot setback. Where a sight distance triangle is required, the sight distance line shall be construed as the zero-foot setback; and for buildings facing on two (2) streets, only the longest front building face shall be subject to this requirement.

5. Signage shall be as permitted and restricted under Section 17-11(e) ~~for a P-1 zone~~.

## Sec. 28-4. - Mixed use 2: Neighborhood Corridor Zone (MU-2).

Mixed use 2: "Neighborhood Corridor Zone (MU-2)" is hereby created and regulated as follows:

(a) Location Criteria. MU-2 shall only be permitted on parcels that meet all of the following criteria:

1. The parcel must be located within the Urban Service Boundary and have at least one hundred sixty (160) feet of frontage on one (1) of the following streets: Tates Creek Road/High Street; Nicholasville Road/South Limestone; Southland Drive; South Broadway/Harrodsburg Road; Maxwell Street/Versailles Road; Old Frankfort Pike/Manchester Street; Midland Avenue/Winchester Road; Main Street/Richmond Road/Leestown Road; Georgetown Street; Georgetown Road; Newtown Pike; Russell Cave Road; Virginia Avenue; Bolivar Street; South Upper Street; Vine Street; Red Mile Road; North Broadway; Man O' War Boulevard; Citation Boulevard; or North Limestone Street.

2. The parcel must contain at least one-half (½) acre and may not exceed a maximum area of four (4) acres.

3. ~~The parcel must be designated in a Medium, High, or Very High Density Residential or Commercial Land Use Category in the Comprehensive Plan or currently zoned for commercial use. If a property is recommended in the Comprehensive Plan for a Downtown Master Plan, Commercial Residential Mixed use, Industrial Mixed use, or Retail Trade/High Density Land Use Category, the parcel does not have to meet the street frontage criteria listed in Subsection (a)1 of this section, above.~~

(b) Principal Permitted Uses. The following shall be principal permitted uses in the MU-2 zone:

1. Dwelling units.
2. The principal permitted uses of the P-1 and B-1 zone except as specifically prohibited herein below.

(c) Accessory Uses. The following shall be accessory uses in the MU-2 zone:

1. The accessory uses permitted in the P-1 and B-1 zones, except for drive-through facilities.

(d) Conditional Uses: The following shall be conditional uses in the MU-2 zone:

1. Drive-through facilities, ~~as an adjunct to a permitted use~~ as permitted in Article 8-16(d)5.
2. Temporary structures designed for use or occupancy for sixty-one (61) to one hundred eighty (180) days per 12-month period on a single property, calculating said period by cumulative consideration of the use of any and all such structures on a single property.

(e) Prohibited Uses. Prohibited uses shall be as for the MU-1 zone, except for drive-through facilities which are permitted as a conditional use.

(f) Lot, Yard, and Height Requirements. Lot, yard, and height requirements shall be as follows:

1. Floor Area Ratio: Maximum 2.0.
2. Maximum Building Height: Fifty-five (55) feet.
3. Front Yard: No limitation for first or second story; any third and additional floors shall be set back at least fifteen (15) feet if located adjacent to a residential zone, including any that may be separated by a street right-of-way fifty (50) feet or less in width; also see Subsection ~~(h)~~(g)(3) of this section, below.
4. Each Side Yard: For one- and two-story structures, ten (10) feet; for three-story structures and higher, ten (10) feet, unless adjacent to a residential zone; then a 1:1 height-to-yard ratio.
5. Rear Yard: Ten (10) feet unless adjacent to a residential zone; then a 1:1 height-to-yard ratio.
6. Open Space: See Article 20 for open space regulations.
7. Lot Coverage: Maximum seventy-five percent (75%).

~~(g) Off-Street Parking. (See Articles 16 and 18 for additional parking regulations.)~~

~~No minimum requirements.~~

~~Conditional Uses: The Board of Adjustment may establish additional requirements, as needed.~~

~~(g)~~ ~~(h)~~ Special Provisions. Special provisions shall be as follows:

1. No less than fifteen percent (15%), nor more than eighty-five percent (85%), of the floor area of any structure shall be required to be residential uses, except where multiple principal structures are involved. In such cases, mixing within a single structure shall not be required after the fifteen

percent (15%) minimum mix of residential to nonresidential uses has been achieved in multiple-use structures. Once the MU-2 project has reached ten thousand (10,000) square feet of commercial use, additional commercial square footage will not be required.

~~2. For any MU-2 project located on a site recommended for "Professional Services" in the Comprehensive Plan, uses first permitted in the P-1 zone shall be required on at least seventy-five percent (75%) of the nonresidential floor area of the project. For any MU-2 project located on a site recommended for MD, HD, or VHD in the Comprehensive Plan, the project shall meet at least the minimum required residential density and the maximum amount of commercial floor area shall be limited to a maximum of fifty percent (50%) instead of eighty-five percent (85%) as listed in Subsection (h)1 of this section, above.~~

2. ~~3.~~ Within the Infill and Redevelopment Area at least forty percent (40%) of the front building wall(s) shall be required to be built at the zero-foot setback line. ~~Where the Planning Commission requires~~ When additional sidewalk or pedestrian areas are provided, the edge of the pedestrian area shall be construed as the zero-foot setback. Where a sight distance triangle is required, the sight distance line shall be construed as the zero-foot setback; and for buildings facing on two (2) streets, only the longest front building face shall be subject to this requirement. However, the Planning Commission may increase the zero-foot setback line where it makes a finding that the strict application of the zero-foot setback would be inappropriate for the property, creating an environmental problem; vehicular, pedestrian or bike traffic problems; or a development incompatible with the surrounding neighborhood.

3. ~~4.~~ Signage within the MU-2 zone shall be as permitted and restricted under Section 17-11 (n) of this Zoning Ordinance.

## Sec. 28-5. - Mixed use 3: Mixed use Community Zone (MU-3).

Mixed use 3: "Mixed use Community Zone (MU-3)" is hereby created and regulated as follows:

(a) *Location Criteria*. MU-3 shall only be permitted on parcels that meet all of the following criteria:

1. The parcel must be located within the Urban Service Area and have at least one hundred sixty (160) feet of frontage on one (1) of the following streets: Tates Creek Road/High Street; Nicholasville Road/South Limestone; Southland Drive; South Broadway/Harrodsburg Road; Maxwell Street/Versailles Road; Old Frankfort Pike/Manchester Street; Midland Avenue/Winchester Road; Main Street/Richmond Road/Leestown Road; Georgetown Street; Georgetown Road; Newtown Pike; Russell Cave Road; Virginia Avenue; Bolivar Street; South Upper Street; Vine Street; Red Mile Road; North Broadway; Man O' War Boulevard; Citation Boulevard; or North Limestone Street.

2. The parcel must contain at least three (3) acres.

~~3. The parcel must be designated in a Medium, High, or Very High Density Residential or Commercial Land Use Category in the Comprehensive Plan or currently zoned for commercial use. If a property is recommended in the Comprehensive Plan for a Downtown Master Plan, Commercial Residential Mixed use, Industrial Mixed use, or Retail Trade/High Density Land Use Category, the parcel does not have to meet the street frontage criteria listed in Subsection (a)1 of this section, above.~~

(b) Principal Permitted Uses. The following shall be principal permitted uses in the MU-3 zone:

1. Dwelling units.

2. The principal permitted uses of the P-1 and B-1 zones, except as specifically prohibited hereinbelow.

(c) Accessory Uses. The following shall be accessory uses in the MU-3 zone:

1. The accessory uses permitted in the P-1 and B-1 zones, including drive-through facilities, except as prohibited under Subsection (e) of this section, below.

(d) Conditional Uses. The conditional uses in the B-1 zone except as prohibited under Subsection (e) of this section, below.

(e) Prohibited Uses. The following uses shall be prohibited in an MU-3 zone:

1. The following principal uses in the B-1 zone: ~~parking lots;~~ outdoor miniature golf or putting courses; circuses and carnivals on a temporary basis.

~~2. The following accessory uses in the B-1 zone: the rental of trucks (single rear axle, 28-foot maximum overall length), trailers, and related items in conjunction with the operation of an automobile service station, provided the service station abut a residential zone.~~

2. ~~3.~~ The following B-1 conditional uses; self-service car washes; animal hospitals or clinics,except as permitted herein~~; the rental of trucks (single rear axle, 28-foot maximum overall length), trailers and related items in conjunction with the operation of an automobile service station; gasoline pumps available to the public without an employee on site~~.

3. ~~4.~~ All uses listed as prohibited in the B-1 zone, except as permitted herein.

(f) Lot, Yard, and Height Requirements. Lot, yard, and height requirements shall be as follows:

1. Floor Area Ratio: Maximum 2.0.

2. Maximum Building Height: Eighty (80) feet if a building is located at the intersection of a street classified as an arterial with another arterial or collector street: seventy (70) feet for all other buildings.

3. Front Yard: No limitation for first or second story; any third and additional floors shall be set back at least fifteen (15) feet if located adjacent to a residential zone, including any that may be separated by a street right-of-way fifty (50) feet or less in width; see also Subsection ~~(h)~~(g)(3) of this section, below.

4. Each Side Yard: For one- and two-story structures, ten (10) feet; for three-story structures and higher, ten (10) feet, unless adjacent to a residential zone; then a 1:1 height-to-yard ratio.

5. Rear Yard: Ten (10) feet unless adjacent to a residential zone; then a 1:1 height-to-yard ratio.

6. Open Space: See Article 20 for open space regulations.

7. Lot Coverage: Maximum fifty percent (50%).

~~(g) Off-Street Parking. (See Articles 16 and 18 for additional parking regulations.)~~

~~No minimum requirements.~~

~~Conditional Uses: The Board of Adjustment may establish additional requirements, as needed.~~

(g) ~~(h)~~ Special Provisions. Special provisions shall be as follows:

1. No less than fifteen percent (15%), nor more than eighty-five percent (85%), of the floor area of any structure shall be required to be residential uses, except where multiple principal structures are involved. In such cases, mixing within a single structure shall not be required after the fifteen

percent (15%) minimum mix of residential to nonresidential uses has been achieved in multiple-use structures. Once the MU-3 project has reached fifteen thousand (15,000) square feet of commercial use, additional commercial square footage will not be required.

~~2. For any MU-3 project located on a site recommended for "Professional Services" in the Comprehensive Plan, uses first permitted in the P-1 zone shall be required on at least seventy-five percent (75%) of the nonresidential floor area of the project. For any MU-3 project located on a site recommended for MD, HD, or VHD in the Comprehensive Plan, the project shall meet at least the minimum required residential density and the maximum amount of commercial floor area shall be limited to a maximum of fifty percent (50%) instead of eighty-five percent (85%) as listed in Subsection (h)1 of this section, above.~~ *Renumber as needed*

2. ~~3.~~ Within the Infill and Redevelopment Area at least forty percent (40%) of the front building wall(s) shall be required to be built at the zero-foot setback line. ~~Where the Planning Commission requires~~ When additional sidewalk or pedestrian areas are provided, the edge of the pedestrian area shall be construed as the zero-foot setback. Where a sight distance triangle is required, the sight distance line shall be construed as the zero-foot setback; and for buildings facing on two (2) streets, only the longest front building face shall be subject to this requirement. However, the Planning Commission may increase the zero-foot setback line where it makes a finding that the strict application of the zero-foot setback would be inappropriate for the property, creating an environmental problem; vehicular, pedestrian or bike traffic problems; or a development incompatible with the surrounding neighborhood.

3. ~~4.~~ Signage within the MU-3 zone shall be as permitted and restricted under Section 17-11(o) of this Zoning Ordinance.

4. ~~5.~~ An Entertainment Mixed use Project may be permitted only by the Planning Commission for a tract of land with a minimum of ten (10) acres, ~~and recommended by the adopted Comprehensive Plan for mixed use or a nonresidential land use~~, upon the approval of a preliminary development plan and a final development plan as provided in Article 21 herein. In its approval of such a development plan, the Commission shall find that the location is both appropriate for the use, and compatible with neighboring land uses. The parcel shall be subject to the MU-3 zone regulations above and the following requirements:

(a) Subdivision of land in an Entertainment Mixed use Project is permitted, subject to the following regulations:

1. There shall be no minimum lot size, lot frontage, yard, nor maximum lot coverage or height requirements for each subdivided lot; however, all said requirements for the approved final development plan shall be applicable to the subdivision.

2. Each subdivided lot shall have access to adjacent streets or joint parking areas, as provided by appropriate easements shown on the final development plan and the final record plan.

3. For the overall project area, open space shall be governed by Article 20. Open space may be clustered across multiple lots to facilitate the common use of the land.

(b) At least twenty-five percent (25%) of the combined floor area of all buildings constructed within an Entertainment Mixed use Project shall be located on the second or higher floor.

(c) Where multiple principal structures are proposed within an Entertainment Mixed use Project:

1. Mixing within a single structure shall not be required within the first forty percent (40%) of floor area for commercial use, or after the fifteen percent (15%) minimum mix of residential to nonresidential uses has been achieved in multiple-use structures. Once the

project has reached fifteen thousand (15,000) square feet of commercial use, additional commercial square footage will not be required.

2. The front building wall of at least fifteen percent (15%) of all buildings shall be required to be built at the zero-foot setback line.

(d) Buildings within an Entertainment Mixed use Project may be a maximum of eighty (80) feet in height, regardless of location, provided a 1:1 height-to-yard ratio is maintained from any residential zone.

(e) In addition to the uses otherwise permitted above in the MU-3 zone, the following uses shall also be permitted in an approved Entertainment Mixed use Project:

1. As Principal Permitted Uses:

a. Restaurants, cocktail lounges and nightclubs, with entertainment, dancing, and/or sale of malt beverages, wine or alcoholic beverages.

b. Motels, hotels, extended-stay hotels, and hosted or un-hosted short-term rentals as regulated in Section 3-13.

c. Indoor amusements, such as billiards or pool halls, skating rinks, theaters, or bowling alleys.

d. Athletic club facilities.

e. Drive-in restaurants, provided that all outside food service shall be at least one hundred (100) feet from any residential zone.

f. Animal hospitals or clinics, including offices of veterinarians, provided that such structures or uses, not including accessory parking areas, shall be at least one hundred (100) feet from any residential zone.

g. Grandstands associated with horse race tracks with allotted race meets, including simulcast facilities, accessory restaurants and/or the serving of alcoholic beverages provided that such structures or uses, not including accessory parking areas, shall be at least one hundred (100) feet from any residential zone.

2. As Accessory (clearly incidental and subordinate) Uses:

a. Outdoor patios, when accessory to any permitted restaurant.

b. Conference centers, banquet facilities and convention facilities, when accessory to a hotel or motel.

3. As Conditional Uses:

a. Self-service car washes.

~~b. Gasoline pumps available to the public without an employee on site.~~

## Sec. 28-6. - Provisions applicable to all mixed use zones.

Provisions applicable to all mixed use zones shall be as follows:

(a) *Development Plan Required*. All applications for a zone map amendment shall require the accompanying submission of a preliminary development plan. No development or occupancy of any existing structure

for mixed use shall occur until a final development plan has been approved and certified. In addition to all requirements for development plans contained in Article 21, the developments within these zones shall comply with provisions ~~Planning Commission shall consider the following plan features in its review. Approval of a development plan for any mixed use zone shall require a finding that the development plan complies with the provisions~~ of Subsections (b) through (g) of this section, below.

(b) *Pedestrian Accommodation*. Pedestrian accommodation shall be as follows:

(1) At least one (1) primary street level entrance to a building that faces any public street shall be oriented toward the public street.

(2) For at least one (1) location adjoining the street, a pedestrian entryway, including landscaping elements, has been provided to the site.

(3) Where two (2) or more buildings are proposed, they shall be arranged in a manner that provides a centralized open space area, such as a plaza, courtyard or similar feature.

(4) ~~Convenient and well-defined pedestrian access has been provided to the site, any abutting public transit stops, adjoining neighborhoods, between multiple buildings, open space areas and parking areas.~~ Sidewalks shall be provided along each road frontage, with connections provided to each principal structure, parking area, and open space area.

(5) A six-foot minimum unobstructed pedestrian walkway shall be provided to accommodate landscaping, street trees, street furniture, sidewalk cafes or other obstacles. ~~Additional sidewalk width shall also be provided where high pedestrian traffic is anticipated.~~

(6) For any development within the Downtown Streetscape Master Plan Area, the development shall adhere to the provisions of that plan.

(c) *Building Features*. Shall be as follows:

(1) For every primary wall plane:

a. A change of at least five (5) feet in depth and eight (8) feet in length shall be made for every eighty (80) feet of length or fraction thereof; or

b. Implementation of a minimum of three (3) of the following for every sixty (60) feet of length or fraction thereof:

1. A change of at least one (1) foot in depth for at least one (1) story;

2. A change in wall height of at least two (2) feet;

3. A change in exterior material type, style, or finish for at least one (1) story;

4. A minimum of twenty percent (20%) of the ground floor building face shall be transparent glass, including windows and doors.

(2) For every side or rear wall plane:

a. A change of at least eight (8) feet in length and five (5) feet in depth shall be made for every one hundred (100) feet in length; or

b. Implementation of a minimum of three (3) of the following for every eighty (80) feet of length or fraction thereof:

1. A change of at least one (1) foot in depth for at least one (1) story;

2. A change in wall height of at least two (2) feet;

3. A change in exterior material type, style, or finish for at least one (1) story;

4. A minimum of twenty percent (20%) of the ground floor building face shall be transparent glass, including windows and doors.

(3) The primary wall plane shall provide at least one (1) of the following features at ground level:

a. A balcony at least four (4) feet by five (5) feet.

b. A bay window with at least a one-foot offset, containing a minimum of twenty (20) square feet.

c. A covered entrance at least three (3) feet by three (3) feet.

d. A porch at least four (4) feet by six (6) feet, with a floor at least twelve (12) inches above grade.

e. A recessed entrance at least three (3) feet by five (5) feet.

(4) At least ten percent (10%) of any building face shall be transparent glass, including windows and doors.

(d) *Location and Assignment of Provided Off-Street Parking*. At least fifty percent (50%) of provided parking spaces shall be located so as to not project between any front building face and any adjoining street, except an alley. The Planning Commission may require designation of certain spaces for use of residents only on the development plan.

(e) *Accessory Structures*. Shall be regulated as follows:

1. The sides of any parking structure shall include one (1) or more of the following features:

a. First floor retail or office uses.

b. Murals or public art on at least fifteen percent (15%) of the building face.

c. Display cases on at least ten percent (10%) of the building face.

d. Landscaping in an area of at least five (5) feet in width, with plantings as specified in Article 18 for edges of vehicular use areas.

2. Any garage doors shall meet one (1) of the following criteria:

a. The garage door shall face perpendicular to or away from any adjoining street.

b. The garage door shall be offset at least four (4) feet behind the primary wall plane.

c. If flush with the primary wall plane, the garage door shall not cover more than thirty percent (30%) of the surface area of the wall plane.

(f) *Parking for Bicycles*. For projects with three (3) or more dwelling units, four (4) bicycle rack spaces shall be provided per every three (3) units, with a maximum requirement of twelve (12) spaces.

~~(g) Site Lighting. Site lighting shall be restricted as follows:~~

~~1. Wall mounted lamps that use the equivalent of one thousand, two hundred (1,200) lumens per bulb or greater shall be shielded or equipped with cutoffs so that the light sources are not visible from a public street. Spotlights without shielding devices are prohibited.~~

~~2. Wall mounted light fixtures shall not extend above the height of the wall to which they are mounted.~~

3. Lighting that is positioned to highlight a building shall be aimed at the object to be illuminated and not directly aimed into the sky.

4. Any light fixture intended to illuminate walkways or other outdoor areas shall not exceed fifteen (15) feet in height, unless specifically used to light an outdoor recreation facility, such as a tennis court, ball field, or similar use.

5. Any light fixture intended to illuminate a parking area shall not exceed twenty-five (25) feet in height, and shall be shielded or equipped with cutoffs so as to prevent undue light spill onto adjoining properties.

(g) (h) Increased Setback for Building Height Differences. In cases where the proposed mixed use structure(s) have a height differential of greater than ten (10) feet from immediately adjoining residential structures, the Commission may require the establishment of a minimum 1:1 height-to-yard ratio for the adjoining side yard shall be provided., additional screening, or other mitigating measures as deemed appropriate to address compatibility of mixed use structures to the surrounding residential structures.

(i) On-Street Parking. The number of on-street parking spaces, calculated at one (1) space for every twenty-two (22) feet of curb length or the number of marked spaces, may reduce the number of off-street parking spaces required, as long as the reduction otherwise complies with Section 16-10 of this Zoning Ordinance.

## Sec. 28-7. - Effect of historic zoning.

In the event any Mixed use zone is created within an Historic District (H-1), the Board of Architectural Review shall perform its normal duties in the approval of a Certificate of Appropriateness. This shall include approval of specific details designed to accommodate the requirements of Sections 28-6(b), (c), (e), and (g), above.

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

### File Number: 0927-23

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

**Title:**

**Notes:**

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

### History of Legislative File

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

### Text of Legislative File 0927-23

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

### File Number: 0431-25

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0431-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | 241-2025 | **In Control:** | Urban County Council |
| | | | | **File Created:** | 04/24/2025 |
| **File Name:** | KYTC LIberty Road Project Easement Request | | | **Final Action:** | 05/29/2025 |

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet for the conveyance of property interests necessary for the Liberty Rd. Improvement Project and further authorizing the Mayor to execute a deed and any other documents necessary to convey the property interests relating thereto. [Div. of Parks and Recreation, Conrad]

**Notes:** CILOO SAF in the CCO. Returned via IOM to Justin Carey 9/2/2025. MS

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | 05/29/2025 |
| **Attachments:** | KYTC Liberty Road Project acquisition easement request - Bluesheet Memo Signed, KYTC Liberty Road Project acquisition easement request 3.21.25, RESO 0431-25 Liberty Road Project KYTC 4904-1655-7119 v.1.docx, R-232-2025, Contract #241-2025 | **Enactment Number:** | R-232-2025 |
| **Deed #:** | | **Hearing Date:** | |
| **Drafter:** | Roger Daman | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 05/29/2025 | | |
| 1 | Urban County Council | 05/29/2025 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 05/29/2025 | Approved | | | | Pass |

### Text of Legislative File 0431-25

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet for the conveyance of property interests

necessary for the Liberty Rd. Improvement Project and further authorizing the Mayor to execute a deed and any other documents necessary to convey the property interests relating thereto. [Div. of Parks and Recreation, Conrad]

**Summary**

Authorization to convey 0.026 acres of park property and to provide temporary construction easement on an additional 0.223 acres along Liberty Road to Kentucky Transportation Cabinet for Liberty Road improvements. KTYC has proposed a payment of $9,300 to LFUCG. (L0431-25)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law**: Yes, Completed by Gabriel Thatcher, 4/29/2025

**Risk Management**: No

Fully Budgeted [select]: Revenue

Account Number:

This Fiscal Year Impact: $9,300 revenue

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

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

FROM: _____
Monica Conrad, Director of Parks and Recreation

DATE: April 24, 2025

SUBJECT: Conveyance of land and temporary easement to Kentucky Transportation Cabinet at Liberty Park for Liberty Road Project

**Request:**

Council Authorization to convey park property and provide temporary construction easement to Kentucky Transportation Cabinet on Liberty Park.

**Purpose:**

KYTC wishes to acquire 0.026 acres of park property and obtain a temporary construction easement on an additional 0.223 acres along Liberty Road needed to construct Liberty Road improvements.

**Budgetary Implication:**

The Kentucky Transportation Cabinet has proposed a payment to Lexington-Fayette Urban County Government of $9,300 combined for the land acquisition and temporary easement.

**Are the funds budgeted?**

N/A

**File Number:** 0431-25

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

Andy Beshear
GOVERNOR

TRANSPORTATION CABINET
Department of Highways, District 7 Office
P.O. Box 11127
Lexington, KY 40512-1127
859-246-2355

Jim Gray
SECRETARY

Offer Date: 3/12/2025

Fayette 7-8902.00-SYP
9338401R STP 3003337
KY-1927
Parcel: 02

Re: Offer to Purchase (MAR)

Dear Lexington-Fayette Urban County Government,

Your property is needed for construction of:
IMPROVE LIBERTY ROAD FROM GRAFTONS MILL LANE TO NEW CIRCLE ROAD AND IMPROVE INTERSECTION WITH NEW CIRCLE ROAD. (16CCN)(18CCR) (2020CCR) (2022CCR) (2024CCR)
It has been valued on the basis of current market information obtained from documented sales.

As shown on the attached sheet, our offer for the property is $9,300.00.
This offer includes compensation for all items specifically noted above. This offer does not include any item generally defined as personal property, a tenant-owned improvement, or any relocation assistance.

To convey this property, all parties having an interest must sign a deed. After signing the conveyance agreement, a check will be issued for closing. Before delivery of the check, any mortgage, lien, tax assessment, or other encumbrance, except an easement of record, will have to be released.

We will be glad to answer any questions you may have regarding this acquisition and our procedures.

Respectfully yours,

Max Colburn , Right of Way Agent

# RIGHT OF WAY PLANS

| COUNTY OF | ITEM NO. | SHEET NO. |
|---|---|---|
| FAYETTE | 07-8902 | R4 |

REVISED PLAN DATE: DECEMBER 6, 2024

FILE NAME: \\STRAND.COM\PROJECTS\LEX\5900-5999\5942\080\DRAWINGS\CADM\CROSHEETS\07_8902_00_PLAN_PROFILE_LIBERTY(1).DGN

USER: ChelseaB
DATE PLOTTED: September 7, 2005

OpenRoads Designer v10.12.02.4

100+00
101+00
102+00
103+00
104+00
105+00

BEGIN CONSTRUCTION
KY 1927
STA. 101+12.36

BEGIN MILL AND OVERLAY
KY 1927
STA. 103+40.00

N54°44'21"W

KY 1927 (LIBERTY ROAD) ℄

N56°16'34"W

MATCHLINE STA 105+50.00

TO STAR SHOOT PKWY

POB 100+00.00

POT 103+45.72

PROP. DISTURB LIMITS

PROP. TEMP. CONST. ESMT.

PROP. R/W

PATH BY OTHERS

104+78.04
36.99'

104+74.45
46.33'

102+60.00
45.00'

102+80.00
43.00'

103+30.00
43.00'

103+50.00
45.00'

30' UTIL. ESMT.

30' SAN. ESMT.

EX. R/W

EX. FLOODPLAIN

EX. FLOODWAY

EX. 18" CMP

EX. 18" RCP

EX. 15" CPP

12" DI

6"-P-MP

ASPH. DRIVE

CONC. WALK

SSMH

STORM

WM

GM

SAN

P 1

FAYETTE COUNTY
SCHOOL DISTRICT
FINANCE CORPORATION

P 2

LFUCG

CONST. 112 LF OF WOOD PLANK FENCE
STA. 102+50 TO STA. 103+60, 2' OFFSET RT.

0' 20' 40' 80'

SCALE: 1" = 20'

KY 1927 (LIBERTY ROAD)
BEGINNING TO STA. 105+50
PLAN SHEET

# RIGHT OF WAY PLANS

| COUNTY OF | ITEM NO. | SHEET NO. |
|---|---|---|
| FAYETTE | 07-8902 | R6 |

REVISED PLAN DATE: DECEMBER 6, 2024

90' WIDENING TAPER
STA. 107+35, 26 FT TO
STA. 108+25, 28 FT

SEE THE FOLLOWING FOR STORM SEWER PROFILE SHEETS:
LINE AA - SHEET R105
LINE A - SHEET R105-R106
LINE B - SHEET R106

CONST. 20 LF EDGE KEY
FOR GRAFTONS MILL TIE IN

REMOVE EX CBI 2B AND CBI 3B.

STA. 49+24.99
SEE SHEET R54

N48°45'42"E

N61°27'00"E

N68°08'00"E

MATCHLINE STA 105+50.00

MATCHLINE STA 111+00.00

KY 1927 (LIBERTY ROAD) ℄

GRAFTONS MILL LANE ℄

106+00

107+00

108+00

109+00

110+00

111+00

49+00

P 4 THOMAS GADD

P 6 JAMES & KAREN EAGLE
2-STORY ALUM

P 7 SHARON PEARSON
1-STORY FRAME

P 2 LFUCG

PROP. TEMP. CONST. ESMT.

PROP. DISTURB LIMITS

EX. R/W

PR. R/W

SAWCUT

C.P.-17 76 02

D.N.D. EX. SIGN

D.N.D. EX. SHED

CONC. DRIVE

CONC. WALK

ASPH. DRIVE

PATH AND ENTRANCE BY OTHERS

Temporary Easement: 9,703 SF

Fee Simple: 1,151 SF

106+50.00 -12.00'
106+13.05 -18.00'
106+75.00 -8.00'
107+50.00 -8.00'
107+75.00 -7.00'
108+50.00 -7.00'
108+75.00 -6.00'
109+63.75 -6.00'
109+50.00 20.00'
105+63.62 3.34'
106+05.38 4.00'

8' MIN.
2'
4'
26'
28'
20'

15" PIPE STORM
18" PIPE STORM
15" RCP STORM
EX. 74" RCP STORM
EX. 18" CMP
EX. 12" CMP
EX. 6"-P-MP
EX. 2"-P-MP

EX. HW 1B
EX. CBI 2B
EX. CBI 3B
EX. HW 4B
EX. CBI 2A
EX. CBI 1A

R 35'

AA-1
A-1
A-2
A-3
A-4
A-5
A-6
B-2
B-3

CONST. "V" DITCH WITH 67 SYD OF ECB
STA. 107+00 RT. TO STA. 107+75 RT.

PI STA. 107+90.16
Δ = 26°25'03" RT
T = 201.85'
L = 396.52'
R = 860.00'
E = 23.37'
e = 1.5%
Runoff = 80'
Runout = 80'

BEG. FULL DEPTH WID.
KY 1927
STA. 106+13.05

TAPER 6 FT MEDIAN WITH NORTHBOUND LANES
STA. 105+63.62 TO STA. 106+05.38

TAPER MULTI-USE PATH
STA. 108+50, 10 FT TO
STA. 108+75, 8 FT

91 LF HEADER CURB
STA. 109+90 TO STA. 110+81,
SEE SHEET R2

REMOVE EX CBI-1A AND EX CBI-2A.
REMOVE 69 LF OF 18" PIPE FROM A-1
TO EX CBI-1A.
REMOVE EXISTING A-2 AND A-3 TOP PHASE.

STA. 109+99.44 KY 1927 ℄ =
STA. 50+00.00 GRAFTONS MILL LN ℄

PT 109+84.84

0' 20' 40' 80'

SCALE: 1" = 20'

KY 1927 (LIBERTY ROAD)
STA. 105+50 TO 111+00
PLAN SHEET

FILE NAME: G:\PROJECTS\5900--5999\5942080\DRAWINGS\CADMICRO\SHEETS\07_8902_00_PLAN_PROFILE_LIBERTY(1).DGN
USER: peytonw
DATE PLOTTED: September 7, 2005
OpenRoads Designer v10.12.02.4

KENTUCKY TRANSPORTATION CABINET
Department of Highways
**DIVISION OF RIGHT OF WAY AND UTILITIES**

# MEMORANDUM OF UNDERSTANDING

| COUNTY | ITEM NO. | PARCEL | NAME |
|---|---|---|---|
| Fayette | 7-8902.00-SYP | 02 | Lexington-Fayette Urban County Government |

| PROJECT NO. | FEDERAL NUMBER | PROJECT |
|---|---|---|
| 12F0 FD52 034 9338401R | STP 3003337 | IMPROVE LIBERTY ROAD FROM GRAFTONS MILL LANE TO NEW CIRCLE ROAD AND IMPROVE INTERSECTION WITH NEW CIRCLE ROAD. (16CCN)(18CCR) (2020CCR) (2022CCR) (2024CCR) |

Property Owners: Lexington-Fayette Urban County Government

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied in executing a Deed of Conveyance, Deed of Easement, or Grant of Easement dated .

The related deed conveys the following interests and amounts of real property as shown on the official plans:

| Area Acquired | Area | Unit Of Measure |
|---|---|---|
| Fee Simple | 1,151.0000 | Sq. Feet |
| Temporary Easement | 9,703.0000 | Sq. Feet |

The total consideration to be paid for the property conveyed is _____

This consideration includes payment for any and all reacquisition or reversion rights of the property owners or their heirs or assigns, which may arise pursuant to KRS 416.670.

- [ ] This is a total acquisition.
- [X] This is a partial acquisition. The remaining property will have the following access to the proposed highway improvement:
  - [X] Access as provided by the Department's permit. Access not designated on the plans will be the sole responsibility of the Property Owners (proposed highway access is by permit).
  - [ ] Access at designated points as shown on the plans (proposed highway access is limited).
  - [ ] No access (proposed highway access is fully controlled).
  - [ ] The remaining property will be landlocked by this acquisition.
- [X] No improvements are being acquired.
- [ ] Improvements are being acquired. The disposition of the acquired improvements will be as follows:
  - [ ] The Cabinet receives titles to the improvements.
  - [ ] The Cabinet receives titles to the improvements, but for the salvage value of _____
    the Property Owners agree to remove the same from the right of way as outlined in the building removal contract. When the structure has been moved clear of the right of way and easement areas, the Property Owners regain the titles. Where tenants occupy improvements, the tenants must be afforded ample time to relocate prior to the Property Owners' being authorized to start the removal.

SIGNS

- [X] No sign is being acquired.
- [ ] One or more signs are being acquired.
  - [ ] The Cabinet receives and retains title to each sign.
  - [ ] The Cabinet receives title to each sign, but for the salvage value of _____
    the Property Owners agree to remove the same from the right of way by _____
    or forfeit both the recovery of each sign and the salvage value paid.

The Property Owners understand that they will not be required to vacate or move personal property from any improvement in less than 90 days from the date of receiving the written offer of relocation assistance. The Property Owners further understand that before being required to vacate or move personal property, they will be given a 30-day written notice that will specify the date they must be completely clear of the improvement.

The Property Owners will assist in obtaining necessary releases of all mortgages, liens, or other encumbrances on the property conveyed. They will pay direct all taxes due for the year in which the Cabinet receives title to the property and, upon submission of the paid receipt, will be reimbursed a pro-rata portion of these property taxes. Also, they will pay direct any penalty costs for prepayment of an existing recorded mortgage and similar expenses incidental to conveying real property to the Cabinet and, upon submission of properly supported paid receipts, will be reimbursed. All reimbursement claims must be deemed fair, necessary, and properly supported for payment.

# MEMORANDUM OF UNDERSTANDING

*Unless otherwise stated, Property Owners state that no drainage outlets such as pipes, sump pump outlets, gutter downspouts, or septic system drainage of any kind, currently extend onto the existing right of way.*

*In addition, the parties agree as follows:*

*As owners of the property to be conveyed, we request payment be made as follows:*

| Recipient Name | Address | SSN/Tax ID | Check Amount | Phone |
|---|---|---|---|---|
| | | | | |

**Note:** Attach additional pages, as needed.

This Memorandum of Understanding, together with the Right of Way Plans, the Deed of Conveyance, Deed of Easement, or Grant of Easement, and any other documents referenced in these instruments, represent all the terms and conditions of the agreement between the Transportation Cabinet and the Property Owners, which was reached without coercion, threats, or other promises by either party.

By their signatures on this document, the agents representing the Transportation Cabinet certify that they have no direct, indirect, present, or contemplated future interest in this property and in no way will benefit from this acquisition.

This Memorandum of Understanding was signed

Signature of Agents for Transportation Cabinet _____

| Signatures of Property Owners | |
|---|---|
| **Signer Printed Name** | **Signature** |
| | |

**Note:** Attach additional pages, as needed.

EXEMPT PER KRS 382.135(2)(c)

Fayette County
KY 1927 (Liberty Road)
Item Number 7-8902.00
Parcel Number 2

**DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is entered into on this _____ day of _____, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, whose address is 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Grantor"), *who is exempt from paying tax pursuant to KRS 382.135(2)(c)*; and the **COMMONWEALTH OF KENTUCKY** for the use and benefit of the **TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS**, whose address is 200 Mero Street, Frankfort, Kentucky 40601 (hereinafter "Grantee").

WITNESSETH: That the Grantor, in consideration of the mutual benefits to be derived by the Grantor and Grantee, has bargained and sold and does hereby sell, grant and convey to the Grantee, its successors and assigns forever, the following described property and property interests, viz:

Parcel Number 2
Tract A

All that tract or parcel of land situated approximately 1,200 feet northwest of the intersection of Kentucky Highway 1927 (Liberty Road) and Star Shoot Parkway in Lexington, Fayette County, Kentucky, and being more particularly described as follows, to wit:

BEGINNING at a point in the easterly right-of-way line of Liberty Road, said point being 42.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 104+50.10, said point also being a common corner with Fayette County School District Finance Corporation; Thence with the easterly right-of-way line of Liberty Road for two (2) calls: North 54°23'02" West, 215.15 feet to a point 45.47 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 106+69.54; and, North 42°48'49" West, 38.86 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 107+10.41; Thence leaving the easterly right-of-way line of Liberty Road, with a new right-of-way line through the lands of Lexington-Fayette Urban County Government for two (2) calls: 115.00 feet along an arc to the left, having a radius of 810.00 feet, the chord of which is South 52°12'32" East, 114.91 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 105+88.31; and, South 56°16'34" East, 143.39 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 104+44.92, said point being in the northerly property line of the aforesaid Fayette County School District Finance Corporation; Thence with the northerly property line of Fayette County School District Finance Corporation, South 66°37'58" West, 9.53 feet to the POINT OF BEGINNING.

The above-described tract contains 0.026 acre (1,151 square feet). It is understood between the parties hereto that the above-described tract is conveyed in fee simple.

Parcel Number 2
Tract B

All that tract or parcel of land situated approximately 1,200 feet northwest of the intersection of Kentucky Highway 1927 (Liberty Road) and Star Shoot Parkway in Lexington, Fayette County, Kentucky, and being more particularly described as follows, to wit:

BEGINNING at a point in the northerly property line of Fayette County School District Finance Corporation, said point being 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 104+44.92; Thence leaving the northerly property line of Fayette County School District Finance Corporation, with a new right-of-way line through the lands of Lexington-Fayette Urban County Government (LFUCG) for two (2) calls: North 56°16'34" West, 143.39 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 105+88.31; and, 115.00 feet along an arc to the right, having a radius of 810.00 feet, the chord of which is North 52°12'32" West, 114.91 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 107+10.41, said point being in the existing easterly right-of-way line of Liberty Road; Thence with the easterly right-of-way line of Liberty Road, North 42°48'49" West, 151.08 feet to a point 49.94 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 108+71.04, said point being a common corner with Jeffrey L. Hallos and Margaret M. Graves; Thence leaving the easterly right-of-way line of Liberty Road, with the southerly property line of Jeffrey L. Hallos and Margaret M. Graves North 81°59'47" East, 23.13 feet to a point 70.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 108+58.67; Thence leaving the southerly property line of Jeffrey L. Hallos and Margaret M. Graves, with a new temporary construction easement line through the lands of LFUCG for three (3) calls: South 45°32'09" East, 53.91 feet to a point 75.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 108+00.00; 193.26 feet along an arc to the left, having a radius of 785.00 feet, the chord of which is South 49°13'24" East, 192.77 feet, to a point 75.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 105+88.31; and, South 56°16'34" East, 159.57 feet to a point 75.00 feet right of KY 1927 (Liberty Road) centerline at Station 104+28.74, said point being in the northerly property line of the aforesaid Fayette County School District Finance Corporation; Thence with the northerly property line of Fayette County School District Finance Corporation, South 66°37'58" West, 29.78 feet to the POINT OF BEGINNING.

The above-described tract contains 0.223 acre (9,703 square feet). It is understood between the parties hereto that the above-described tract is conveyed as a temporary easement for the purpose of slope and drainage construction; where said temporary easement terminates and reverts upon completion of the project.

Being a portion of the same property conveyed to Lexington-Fayette Urban County Government, an urban county government pursuant to Kentucky Revised Statutes Chapter 67A, from Jeffrey L. Hallos and Margaret M. Graves, husband and wife, by Deed dated May 30, 2001, and recorded in Deed Book 2203 Page 718 in the office of the Fayette County Clerk.

The proposed public project for which the above-described property is being acquired is identified as Improve KY 1927 (Liberty Road) in Fayette County, Kentucky, Project Number 12F0 FD52 034 9338401R; STP 3003 (337), Item Number 07-8902.00, the plans for which are on file in the office of the Kentucky Transportation Cabinet in Frankfort, Kentucky.

The acquisition of the right of way for this project was authorized by the Kentucky Department of Highways Official Order Number 112763.

As required to be set forth in 603 KAR 5:120(6), the control of access on this project as well as the remaining property of Grantor is by permit. Access, if any, on this project as well as the remaining property of the Grantor shall be allowed where specifically shown on the project plans or as otherwise permitted by law and Kentucky Transportation Cabinet policy.

The above-referenced property and property interests that are being conveyed by the Grantor to the Grantee by this Deed of Conveyance have an appraised value of $_____.

This conveyance is made free and clear of any liens, taxes and/or encumbrances.

This conveyance was authorized by Resolution _____-2025, passed by the Lexington-Fayette Urban County Council on _____, 2025.

TO HAVE AND TO HOLD said property unto the Grantee, its successors and assigns, with all the rights and privileges thereunto belonging with covenants of General Warranty.

IN TESTIMONY WHEREOF the Grantor, by and through Linda Gorton, Mayor and Duly Authorized Representative thereof, has executed this Grant of Temporary Easement on this _____ day of _____, 2025.

GRANTOR:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor and Duly Authorized Representative
of the Lexington-Fayette Urban County Government

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF KENTUCKY

COUNTY OF FAYETTE

I, the undersigned, certify that the foregoing Deed of Conveyance was produced before me in my said County and State and duly acknowledged and sworn to by Linda Gorton, Mayor and Duly Authorized Representative of Lexington-Fayette Urban County Government, the Grantor therein to be its act and deed.

Witness my hand this the _____ day of _____, 2025.

_____
NOTARY PUBLIC, STATE AT LARGE

My Commission expires: _____

Notary ID Number: _____

This Instrument Prepared By:

_____
Hon. Kyle W. Ray (KBA # 91959)
Commonwealth of Kentucky
Kentucky Transportation Cabinet
Department of Highways
800 Newtown Court
Lexington, KY 40511
Telephone (859) 246-2355

Please Return Recorded Instrument To:

Maxwell Colburn
Kentucky Transportation Cabinet
District 7 Right-of-Way
800 Newtown Court
Lexington, KY 40511

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET FOR THE CONVEYANCE OF PROPERTY INTERESTS NECESSARY FOR THE LIBERTY ROAD IMPROVEMENT PROJECT AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY THE PROPERTY INTERESTS RELATING THERETO.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Transportation Cabinet for the conveyance of property interests necessary for the Liberty Road Improvement Project, and is further authorized to execute a deed and any other documents necessary to convey the property interests relating thereto.

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
0431-25:GET: 4904-1655-7119, v. 1

RESOLUTION NO. 232 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET FOR THE CONVEYANCE OF PROPERTY INTERESTS NECESSARY FOR THE LIBERTY ROAD IMPROVEMENT PROJECT AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY THE PROPERTY INTERESTS RELATING THERETO.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Transportation Cabinet for the conveyance of property interests necessary for the Liberty Road Improvement Project, and is further authorized to execute a deed and any other documents necessary to convey the property interests relating thereto.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0431-25:GET: 4904-1655-7119, v. 1

Copy in lieu of original

Resolution #232-2025
Contract #241-2025

EXEMPT PER KRS 382.135(2)(c)

Fayette County
KY 1927 (Liberty Road)
Item Number 7-8902.00
Parcel Number 2

**DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is entered into on this 2nd day of September, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, whose address is 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Grantor"), *who is exempt from paying tax pursuant to KRS 382.135(2)(c)*; and the **COMMONWEALTH OF KENTUCKY** for the use and benefit of the **TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS**, whose address is 200 Mero Street, Frankfort, Kentucky 40601 (hereinafter "Grantee").

WITNESSETH: That the Grantor, in consideration of the mutual benefits to be derived by the Grantor and Grantee, has bargained and sold and does hereby sell, grant and convey to the Grantee, its successors and assigns forever, the following described property and property interests, viz:

Parcel Number 2
Tract A

All that tract or parcel of land situated approximately 1,200 feet northwest of the intersection of Kentucky Highway 1927 (Liberty Road) and Star Shoot Parkway in Lexington, Fayette County, Kentucky, and being more particularly described as follows, to wit:

BEGINNING at a point in the easterly right-of-way line of Liberty Road, said point being 42.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 104+50.10, said point also being a common corner with Fayette County School District Finance Corporation; Thence with the easterly right-of-way line of Liberty Road for two (2) calls: North 54°23'02" West, 215.15 feet to a point 45.47 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 106+69.54; and, North 42°48'49" West, 38.86 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 107+10.41; Thence leaving the easterly right-of-way line of Liberty Road, with a new right-of-way line through the lands of Lexington-Fayette Urban County Government for two (2) calls: 115.00 feet along an arc to the left, having a radius of 810.00 feet, the chord of which is South 52°12'32" East, 114.91 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 105+88.31; and, South 56°16'34" East, 143.39 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 104+44.92, said point being in the northerly property line of the aforesaid Fayette County School District Finance Corporation; Thence with the northerly property line of Fayette County School District Finance Corporation, South 66°37'58" West, 9.53 feet to the POINT OF BEGINNING.

The above-described tract contains 0.026 acre (1,151 square feet). It is understood between the parties hereto that the above-described tract is conveyed in fee simple.

Parcel Number 2
Tract B

All that tract or parcel of land situated approximately 1,200 feet northwest of the intersection of Kentucky Highway 1927 (Liberty Road) and Star Shoot Parkway in Lexington, Fayette County, Kentucky, and being more particularly described as follows, to wit:

BEGINNING at a point in the northerly property line of Fayette County School District Finance Corporation, said point being 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 104+44.92; Thence leaving the northerly property line of Fayette County School District Finance Corporation, with a new right-of-way line through the lands of Lexington-Fayette Urban County Government (LFUCG) for two (2) calls: North 56°16'34" West, 143.39 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 105+88.31; and, 115.00 feet along an arc to the right, having a radius of 810.00 feet, the chord of which is North 52°12'32" West, 114.91 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 107+10.41, said point being in the existing easterly right-of-way line of Liberty Road; Thence with the easterly right-of-way line of Liberty Road, North 42°48'49" West, 151.08 feet to a point 49.94 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 108+71.04, said point being a common corner with Jeffrey L. Hallos and Margaret M. Graves; Thence leaving the easterly right-of-way line of Liberty Road, with the southerly property line of Jeffrey L. Hallos and Margaret M. Graves North 81°59'47" East, 23.13 feet to a point 70.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 108+58.67; Thence leaving the southerly property line of Jeffrey L. Hallos and Margaret M. Graves, with a new temporary construction easement line through the lands of LFUCG for three (3) calls: South 45°32'09" East, 53.91 feet to a point 75.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 108+00.00; 193.26 feet along an arc to the left, having a radius of 785.00 feet, the chord of which is South 49°13'24" East, 192.77 feet, to a point 75.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 105+88.31; and, South 56°16'34" East, 159.57 feet to a point 75.00 feet right of KY 1927 (Liberty Road) centerline at Station 104+28.74, said point being in the northerly property line of the aforesaid Fayette County School District Finance Corporation; Thence with the northerly property line of Fayette County School District Finance Corporation, South 66°37'58" West, 29.78 feet to the POINT OF BEGINNING.

The above-described tract contains 0.223 acre (9,703 square feet). It is understood between the parties hereto that the above-described tract is conveyed as a temporary easement for the purpose of slope and drainage construction; where said temporary easement terminates and reverts upon completion of the project.

Being a portion of the same property conveyed to Lexington-Fayette Urban County Government, an urban county government pursuant to Kentucky Revised Statutes Chapter 67A, from Jeffrey L. Hallos and Margaret M. Graves, husband and wife, by Deed dated May 30, 2001, and recorded in Deed Book 2203 Page 718 in the office of the Fayette County Clerk.

The proposed public project for which the above-described property is being acquired is identified as Improve KY 1927 (Liberty Road) in Fayette County, Kentucky, Project Number 12F0 FD52 034 9338401R; STP 3003 (337), Item Number 07-8902.00, the plans for which are on file in the office of the Kentucky Transportation Cabinet in Frankfort, Kentucky.

The acquisition of the right of way for this project was authorized by the Kentucky Department of Highways Official Order Number 112763.

As required to be set forth in 603 KAR 5:120(6), the control of access on this project as well as the remaining property of Grantor is by permit. Access, if any, on this project as well as the remaining property of the Grantor shall be allowed where specifically shown on the project plans or as otherwise permitted by law and Kentucky Transportation Cabinet policy.

The above-referenced property and property interests that are being conveyed by the Grantor to the Grantee by this Deed of Conveyance have an appraised value of NINE THOUSAND, THREE HUNDRED DOLLARS AND ZERO CENTS ($9,300.00).

This conveyance is made free and clear of any liens, taxes and/or encumbrances.

This conveyance was authorized by Resolution _____**232**_____-2025, passed by the Lexington-Fayette Urban County Council on _____**May 29**_____, 2025.

TO HAVE AND TO HOLD said property unto the Grantee, its successors and assigns, with all the rights and privileges thereunto belonging with covenants of General Warranty.

IN TESTIMONY WHEREOF the Grantor, by and through Linda Gorton, Mayor and Duly Authorized Representative thereof, has executed this Grant of Temporary Easement on this _____ day of _____**September**_____, 2025.

GRANTOR:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor and Duly Authorized Representative
of the Lexington-Fayette Urban County Government

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF KENTUCKY

COUNTY OF FAYETTE

I, the undersigned, certify that the foregoing Deed of Conveyance was produced before me in my said County and State and duly acknowledged and sworn to by Linda Gorton, Mayor and Duly Authorized Representative of Lexington-Fayette Urban County Government, the Grantor therein to be its act and deed.

Witness my hand this the 2nd day of September, 2025.

Mackenzie Stack
NOTARY PUBLIC, STATE AT LARGE

My Commission expires: 11/20/2027

Notary ID Number: 82853

This Instrument Prepared By:

Hon. Kyle W. Ray (KBA # 91959)
Commonwealth of Kentucky
Kentucky Transportation Cabinet
Department of Highways
800 Newtown Court
Lexington, KY 40511
Telephone (859) 246-2355

Please Return Recorded Instrument To:

Diane Forrester
Kentucky Transportation Cabinet
District 7 Right-of-Way
800 Newtown Court
Lexington, KY 40511

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY AND UTILITIES

TC 62-235
Rev. 06/2024
Page 1 of 2

# MEMORANDUM OF UNDERSTANDING

| COUNTY | ITEM NO. | PARCEL | NAME |
|---|---|---|---|
| Fayette | 7-8902.00-SYP | 02 | Lexington-Fayette Urban County Government |
| **PROJECT NO.** | **FEDERAL NUMBER** | | **PROJECT** |
| 12F0 FD52 034 9338401R | STP 3003337 | | IMPROVE LIBERTY ROAD FROM GRAFTONS MILL LANE TO NEW CIRCLE ROAD AND IMPROVE INTERSECTION WITH NEW CIRCLE ROAD. (16CCN)(18CCR) (2020CCR) (2022CCR) (2024CCR) |

Property Owners: Lexington-Fayette Urban County Government

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied in executing a Deed of Conveyance, Deed of Easement, or Grant of Easement dated .

The related deed conveys the following interests and amounts of real property as shown on the official plans:

| Area Acquired | Area | Unit Of Measure |
|---|---|---|
| Fee Simple | 1,151.0000 | Sq. Feet |
| Temporary Easement | 9,703.0000 | Sq. Feet |

The total consideration to be paid for the property conveyed is $9,300.00

This consideration includes payment for any and all reacquisition or reversion rights of the property owners or their heirs or assigns, which may arise pursuant to KRS 416.670.

☐ This is a total acquisition.

☒ This is a partial acquisition. The remaining property will have the following access to the proposed highway improvement:

- ☒ Access as provided by the Department's permit. Access not designated on the plans will be the sole responsibility of the Property Owners (proposed highway access is by permit).
- ☐ Access at designated points as shown on the plans (proposed highway access is limited).
- ☐ No access (proposed highway access is fully controlled).
- ☐ The remaining property will be landlocked by this acquisition.

☒ No improvements are being acquired.

☐ Improvements are being acquired. The disposition of the acquired improvements will be as follows:

- ☐ The Cabinet receives titles to the improvements.
- ☐ The Cabinet receives titles to the improvements, but for the salvage value of _____ the Property Owners agree to remove the same from the right of way as outlined in the building removal contract. When the structure has been moved clear of the right of way and easement areas, the Property Owners regain the titles. Where tenants occupy improvements, the tenants must be afforded ample time to relocate prior to the Property Owners' being authorized to start the removal.

SIGNS

☒ No sign is being acquired.

☐ One or more signs are being acquired.

- ☐ The Cabinet receives and retains title to each sign.
- ☐ The Cabinet receives title to each sign, but for the salvage value of _____ the Property Owners agree to remove the same from the right of way by _____ or forfeit both the recovery of each sign and the salvage value paid.

The Property Owners understand that they will not be required to vacate or move personal property from any improvement in less than 90 days from the date of receiving the written offer of relocation assistance. The Property Owners further understand that before being required to vacate or move personal property, they will be given a 30-day written notice that will specify the date they must be completely clear of the improvement.

The Property Owners will assist in obtaining necessary releases of all mortgages, liens, or other encumbrances on the property conveyed. They will pay direct all taxes due for the year in which the Cabinet receives title to the property and, upon submission of the paid receipt, will be reimbursed a pro-rata portion of these property taxes. Also, they will pay direct any penalty costs for prepayment of an existing recorded mortgage and similar expenses incidental to conveying real property to the Cabinet and, upon submission of properly supported paid receipts, will be reimbursed. All reimbursement claims must be deemed fair, necessary, and properly supported for payment.

TEAM KENTUCKY
TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
**DIVISION OF RIGHT OF WAY AND UTILITIES**

**TC 62-235**
**Rev. 06/2024**


## MEMORANDUM OF UNDERSTANDING

*Unless otherwise stated, Property Owners state that no drainage outlets such as pipes, sump pump outlets, gutter downspouts, or septic system drainage of any kind, currently extend onto the existing right of way.*

*In addition, the parties agree as follows:*

*As owners of the property to be conveyed, we request payment be made as follows:*

| Recipient Name | Address | SSN/Tax ID | Check Amount | Phone |
|---|---|---|---|---|
| Lexington-Fayette Urban County Government | 200 East Main Street, Lexington KY 40507, United States | 610-85-8140 | $9,300.00 | 859-288-2984 |

**Note:** Attach additional pages, as needed.

This Memorandum of Understanding, together with the Right of Way Plans, the Deed of Conveyance, Deed of Easement, or Grant of Easement, and any other documents referenced in these instruments, represent all the terms and conditions of the agreement between the Transportation Cabinet and the Property Owners, which was reached without coercion, threats, or other promises by either party.

By their signatures on this document, the agents representing the Transportation Cabinet certify that they have no direct, indirect, present, or contemplated future interest in this property and in no way will benefit from this acquisition.

This Memorandum of Understanding was signed

Signature of Agents for Transportation Cabinet _____

| Signatures of Property Owners | |
|---|---|
| **Signer Printed Name** | **Signature** |
| Linda Gorton | Linda Gorton |

**Note:** Attach additional pages, as needed.

# Lexington-Fayette Urban County Government

## Master

200 E. Main St
Lexington, KY 40507

**File Number: 0439-25**

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0439-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | | **In Control:** | Urban County Council |
| | | | | **File Created:** | 04/25/2025 |
| **File Name:** | Calhoun Construction - New Senior & Therapeutic Center Change Order #3 | | | **Final Action:** | 05/29/2025 |

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 3 to the Agreement with Calhoun Construction Services, Inc., for the New Senior and Therapeutic Center Project, increasing the Contract price by the sum of $1,132,447.13, from $15,428,572.78 to $16,561,019.91. [Dept. of General Services, Ford]

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | 05/29/2025 |
| **Attachments:** | Memo-Calhoun Construction -CO3, Justification for Change_CO3, Contract Change Order 1 OF 2 NSTC, CO3 Documentation, RESO 0439-25 Change Order 3 Calhoun Construction - New Senior and Therapeutic Center 4927-5921-0815 v.1.docx, R-233-2025 | **Enactment Number:** | R-233-2025 |
| **Deed #:** | | **Hearing Date:** | |
| **Drafter:** | Crystal W Goodwin | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 05/29/2025 | | |
| 1 | Urban County Council | 05/29/2025 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 05/29/2025 | Approved | | | | Pass |

### Text of Legislative File 0439-25

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 3 to the Agreement with Calhoun Construction Services, Inc., for the

New Senior and Therapeutic Center Project, increasing the Contract price by the sum of $1,132,447.13, from $15,428,572.78 to $16,561,019.91. [Dept. of General Services, Ford]

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: April 28, 2024

SUBJECT: Request Council authorization to execute Change Order #3 with Calhoun Construction for the New Senior & Therapeutic Center in the amount of $1,132,447.13 increasing the contract from $15,428,572.78 to $16,561,019.91 with a (0) calendar day change to the contract time.

---

**Request:**

Request Council authorization to execute Change Order #3 with Calhoun Construction for the New Senior & Therapeutic Center in the amount of $1,132,447.13 increasing the contract from $15,428,572.78 to $16,561,019.91 with a (0) calendar day change to the contract time.

**Purpose:**

The addition of $1,132,447.13 includes remediation of unsuitable soils from 3/6/2025-4/1/2025.

**Budgetary Implication:**

Increase of $1,132,447.13 to the current contract

**Are the funds budgeted?**

Yes, This will be paid from Fund 2615-606102-6051-90511-2025-SRTHER_CTR_2025_CONSTRUCT_CAP

**File Number:** 0439-25

**Commissioner:** Chris Ford

| JUSTIFICATION FOR CHANGE | PROJECT: New Senior & Therapeutic Center |
|---|---|
| | CONTRACT NO. 299-2024 |
| | CHANGE ORDER #: 3 |

1. New Senior & Therapeutic Center - Change Order #3 with Calhoun Construction increases the contract price in the amount of $1,132,447.13 from $15,428,572.78 to $16,561,019.91 with a (0) calendar day change to the contract time. The addition of $1,132,447.13 includes remediation of unsuitable soils from 3/6/2025-4/1/2025.

2. Is proposed change an alternate bid? ___Yes _X_No

3. Will proposed change alter the physical size of the project? ___Yes _X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: (0) calendar days

_____ _____

Mayor Date

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**
**CONTRACT CHANGE ORDER**
Page 1 of 2

| | | |
|---|---|---|
| Date: | **April 28, 2025** | |
| Project: | New Senior & Therapeutic Center | |
| Location: | 3360 Shillito Park Road | |

To (Contractor):
Calhoun Construction, 1708 Jaggie Fox Way, Lexington, KY 40511

| | | |
|---|---|---|
| Contract No. | 299-2024 | |
| Original Contract Amt. | $14,959,000.00 | |
| Cumulative Amount of Previous Change Orders | $469,572.78 | |
| Percent Change - Previous Change Orders | | 3.14% |
| Total Contract Amount Prior to this Change Order | $15,428,572.78 | |
| Change Order No. | **3** | |

You are hereby requested to comply with the following changes from the contract plans and specification;

**Current Change Order**

| Item No. | Description of changes-quantities, unit prices, change in completion date, etc. | Decrease in contract price | Increase in contract price | |
|---|---|---|---|---|
| 1 | Remediation of unsuitable soils | | $1,132,447.13 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Total decrease | $0.00 | | |
| | Total increase | | $1,132,447.13 | |
| | Net Amount of this Change Order | $1,132,447.13 | | |
| | New Contract Amount Including this Change Order | $16,561,019.91 | | |
| | Percent Change - This Change Order | | | 7.57% |
| | Percent Change - All Change Orders | | | 10.71% |

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

| | | |
|---|---|---|
| Recommended by: | (Project Manager) | Date 4/28/25 |
| Reviewed / Accepted by: | (Consultant) | Date 4/28/25 |
| Accepted by: | (Contractor) | Date 4/29/25 |
| Approved by: n/a | (Director) | Date — |
| Approved by: | (Commissioner) | Date 4/29/25 |
| Approved by: n/a | (Procurement Dirctor) | Date — |
| Approved by: | (Mayor or CAO) | Date |

**Week 2**

**Cost Summary week of 3-6-25 thru 3-14-25**

**Import stone for structural fill**

| Description | Qty | UOM | Unit Price | Subtotal |
|---|---|---|---|---|
| Undercut 2', export unsuitable soils | 5,004.00 | cy | $ 44.00 | $ 220,176.00 |
| Add 1,000 cy of export DV left out from week 1 | 1,000.00 | cy | $ 44.00 | $ 44,000.00 |
| Install 2 lifts of surge material (12" depth) | 4,580.74 | tn | $ 44.00 | $ 201,552.56 |
| Install 2 lifts of DGA (12" depth) | 1,326.20 | tn | $ 44.00 | $ 58,352.80 |
| General Conditions | 8.00 | days | $ 1,569.14 | $ 12,553.09 |
| Contingency (5%) | 0% | ls | $ 80,495.17 | $ - |
| ***Total*** | | | | ***$ 536,634.45*** |

**Week 3**

**Cost Summary week of 3-17-25-thru 3-24-25**

**Import stone for structural fill**

| Description | Qty | UOM | Unit Price | Subtotal |
|---|---|---|---|---|
| Undercut 2', export unsuitable soils | 2,220.00 | cy | $ 44.00 | $ 97,680.00 |
| Install 2 lifts of surge material (12" depth) | 2,711.82 | tn | $ 44.00 | $ 119,320.08 |
| Install 2 lifts of DGA (12" depth) | 1,014.53 | tn | $ 44.00 | $ 44,639.32 |
| General Conditions | 6.00 | days | $ 1,569.14 | $ 9,414.84 |
| Contingency (5%) | 0% | ls | $ 40,658.14 | $ - |
| ***Total*** | | | | ***$ 271,054.24*** |

**Week 4**

**Cost Summary week of 3-25-25 thru 4-1-25**

**Import stone for structural fill**

| Description | Qty | UOM | Unit Price | Subtotal |
|---|---|---|---|---|
| Undercut 2', export unsuitable soils | - | cy | $ 44.00 | $ - |
| Install 2 lifts of surge material (12" depth) | 1,153.99 | tn | $ 44.00 | $ 50,775.56 |
| Install 2 lifts of DGA (12" depth) | 6,012.91 | tn | $ 44.00 | $ 264,568.04 |
| General Conditions | 6.00 | days | $ 1,569.14 | $ 9,414.84 |
| Contingency (5%) | 0% | ls | $ 48,713.77 | $ - |
| ***Total*** | | | | ***$ 324,758.44*** |

| | |
|---|---|
| ***Submission #2 Total*** | ***$ 1,132,447.13*** |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (TN) | DGA(Loads) | |
| 4 | 3/6/2025 | WT-37 | 7:40 AM | BP | 1 | 12 | 0 | 0 | 1 |
| | | WT-20 | 7:45 AM | BP | 1 | 12 | 0 | 0 | 2 |
| | | WT-22 | 7:47 AM | BP | 1 | 12 | 0 | 0 | 3 |
| | | WT-32 | 7:50 AM | BP | 1 | 12 | 0 | 0 | 4 |
| | | WT-26 | 7:52 AM | BP | 1 | 12 | 0 | 0 | 5 |
| | | WT-38 | 7:55 AM | BP | 1 | 12 | 0 | 0 | 6 |
| | | WT-27 | 7:57 AM | BP | 1 | 12 | 0 | 0 | 7 |
| | | WT-39 | 8:00 AM | BP | 1 | 12 | 0 | 0 | 8 |
| | | KT02 | 8:03 AM | BP | 1 | 12 | 0 | 0 | 9 |
| | | KT01 | 8:05 AM | BP | 1 | 12 | 0 | 0 | 10 |
| | | WT-37 | 9:01 AM | BP | 1 | 12 | 0 | 0 | 11 |
| | | WT-20 | 9:12 AM | BP | 1 | 12 | 0 | 0 | 12 |
| | | WT-22 | 9:13 AM | BP | 1 | 12 | 0 | 0 | 13 |
| | | WT-26 | 9:17 AM | BP | 1 | 12 | 0 | 0 | 14 |
| | | WT-32 | 9:18 AM | BP | 1 | 12 | 0 | 0 | 15 |
| | | WT-38 | 9:26 AM | BP | 1 | 12 | 0 | 0 | 16 |
| | | WT-27 | 9:31 AM | BP | 1 | 12 | 0 | 0 | 17 |
| | | WT-39 | 9:38 AM | BP | 1 | 12 | 0 | 0 | 18 |
| | | KT02 | 9:47 AM | BP | 1 | 12 | 0 | 0 | 19 |
| | | KT01 | 9:50 AM | BP | 1 | 12 | 0 | 0 | 20 |
| | | WT-37 | 10:28 AM | BP | 1 | 12 | 0 | 0 | 21 |
| | | WT-20 | 10:38 AM | BP | 1 | 12 | 0 | 0 | 22 |
| | | WT-26 | 10:44 AM | BP | 1 | 12 | 0 | 0 | 23 |
| | | WT-22 | 10:55 AM | BP | 1 | 12 | 0 | 0 | 24 |
| | | WT-32 | 11:00 AM | BP | 1 | 12 | 0 | 0 | 25 |
| | | WT-38 | 11:03 AM | BP | 1 | 12 | 0 | 0 | 26 |
| | | WT-39 | 11:13 AM | BP | 1 | 12 | 0 | 0 | 27 |
| | | WT-27 | 11:17 AM | BP | 1 | 12 | 0 | 0 | 28 |
| | | KT02 | 11:40 AM | BP | 1 | 12 | 0 | 0 | 29 |
| | | KT01 | 11:43 AM | BP | 1 | 12 | 0 | 0 | 30 |
| | | WT-37 | 12:02 PM | BP | 1 | 12 | 0 | 0 | 31 |
| | | WT-20 | 12:08 PM | BP | 1 | 12 | 0 | 0 | 32 |
| | | WT-26 | 12:21 PM | BP | 1 | 12 | 0 | 0 | 33 |
| | | WT-22 | 12:33 PM | BP | 1 | 12 | 0 | 0 | 34 |
| | | WT-38 | 12:45 PM | BP | 1 | 12 | 0 | 0 | 35 |
| | | WT-32 | 1:03 PM | BP | 1 | 12 | 0 | 0 | 36 |
| | | WT-27 | 1:06 PM | BP | 1 | 12 | 0 | 0 | 37 |
| | | WT39 | 1:08 PM | BP | 1 | 12 | 0 | 0 | 38 |
| | | KT02 | 1:17 PM | BP | 1 | 12 | 0 | 0 | 39 |
| | | KT01 | 1:21 PM | BP | 1 | 12 | 0 | 0 | 40 |
| | | WT-37 | 1:41 PM | BP | 1 | 12 | 0 | 0 | 41 |
| | | WT-26 | 1:48 PM | BP | 1 | 12 | 0 | 0 | 42 |
| | | WT-20 | 1:51 PM | BP | 1 | 12 | 0 | 0 | 43 |
| | | WT-22 | 2:00 PM | BP | 1 | 12 | 0 | 0 | 44 |
| | | WT-38 | 2:24 PM | BP | 1 | 12 | 0 | 0 | 45 |
| | | WT-27 | 2:48 PM | BP | 1 | 12 | 0 | 0 | 46 |
| | | WT-39 | 2:49 PM | BP | 1 | 12 | 0 | 0 | 47 |
| | | WT-32 | 3:01 PM | BP | 1 | 12 | 0 | 0 | 48 |
| | | KT02 | 3:09 PM | BP | 1 | 12 | 0 | 0 | 49 |
| | | KT01 | 3:10 PM | BP | 1 | 12 | 0 | 0 | 50 |
| | | WT-37 | 3:11 PM | BP | 1 | 12 | 0 | 0 | 51 |
| | | WT-26 | 3:17 PM | BP | 1 | 12 | 0 | 0 | 52 |
| | | WT-20 | 3:36 PM | BP | 1 | 12 | 0 | 0 | 53 |
| | | WT-22 | 3:38 PM | BP | 1 | 12 | 0 | 0 | 54 |
| | | WT-38 | 3:50 PM | BP | 1 | 12 | 0 | 0 | 55 |
| | | WT-27 | 4:20 PM | BP | 1 | 12 | 0 | 0 | 56 |
| | | WT-39 | 4:25 PM | BP | 1 | 12 | 0 | 0 | 57 |
| | | WT-32 | 4:28 PM | BP | 1 | 12 | 0 | 0 | 58 |
| Week 2, Day 4 TOTALS | | | | | 58 | 696 | 0 | 0 | |
| | | WT-20 | 7:43 AM | BP | 1 | 12 | 1 | 0 | 1 |
| | | WT-22 | 7:47 AM | BP | 1 | 12 | 1 | 0 | 2 |
| | | WT-38 | 7:53 AM | BP | 1 | 12 | 1 | 0 | 3 |
| | | WT-15 | 8:00 AM | BP | 1 | 12 | 0 | 0 | 4 |
| | | WT-37 | 8:11 AM | BP | 1 | 12 | 1 | 0 | 5 |
| | | KT02 | 8:38 AM | BP | 1 | 12 | 1 | 0 | 6 |
| | | KT01 | 8:40 AM | BP | 1 | 12 | 1 | 0 | 7 |
| | | WT-39 | 8:50 AM | BP | 1 | 12 | 1 | 0 | 8 |
| | | WT-22 | 9:19 AM | BP | 1 | 12 | 0 | 0 | 9 |
| | | WT-26 | 9:30 AM | BP | 1 | 12 | 1 | 0 | 10 |
| | | WT-20 | 9:55 AM | BP | 1 | 12 | 1 | 0 | 11 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (TN) | DGA(Loads) | |
| 5 | 3/7/2025 | KT02 | 10:05 AM | BP | 1 | 12 | 0 | 0 | 12 |
| | | KT01 | 10:10 AM | BP | 1 | 12 | 0 | 0 | 13 |
| | | WT-38 | 10:15 AM | BP | 1 | 12 | 1 | 0 | 14 |
| | | WT-37 | 10:15 AM | BP | 1 | 12 | 1 | 0 | 15 |
| | | WT-27 | 10:26 AM | BP | 1 | 12 | 1 | 0 | 16 |
| | | WT-22 | 10:41 AM | BP | 1 | 12 | 0 | 0 | 17 |
| | | WT-26 | 10:45 AM | BP | 1 | 12 | 0 | 0 | 18 |
| | | WT-39 | 11:20 AM | BP | 1 | 12 | 1 | 0 | 19 |
| | | KT02 | 11:32 AM | BP | 1 | 12 | 0 | 0 | 20 |
| | | KT01 | 11:35 AM | BP | 1 | 12 | 0 | 0 | 21 |
| | | WT-15 | 11:46 AM | BP | 1 | 12 | 0 | 0 | 22 |
| | | WT-27 | 11:45 AM | BP | 1 | 12 | 0 | 0 | 23 |
| | | WT-26 | 12:00 PM | BP | 1 | 12 | 0 | 0 | 24 |
| | | WT-22 | 12:00 PM | BP | 1 | 12 | 0 | 0 | 25 |
| | | WT-20 | 12:05 PM | BP | 1 | 12 | 1 | 0 | 26 |
| | | WT-37 | 12:30 PM | BP | 1 | 12 | 1 | 0 | 27 |
| | | WT-38 | 12:40 PM | BP | 1 | 12 | 1 | 0 | 28 |
| | | WT-26 | 1:20 PM | BP | 1 | 12 | 0 | 0 | 29 |
| | | WT-27 | 1:25 PM | BP | 1 | 12 | 0 | 0 | 30 |
| | | WT-15 | 1:35 PM | BP | 1 | 12 | 0 | 0 | 31 |
| | | WT-22 | 1:40 PM | BP | 1 | 12 | 0 | 0 | 32 |
| | | KT02 | 2:15 PM | BP | 1 | 12 | 1 | 0 | 33 |
| | | KT01 | 2:16 PM | BP | 1 | 12 | 1 | 0 | 34 |
| | | WT-39 | 2:23 PM | BP | 1 | 12 | 0 | 0 | 35 |
| | | WT-37 | 2:25 PM | BP | 1 | 12 | 1 | 0 | 36 |
| | | WT-39 | 2:30 PM | BP | 1 | 12 | 0 | 0 | 37 |
| | | WT-27 | 2:45 PM | BP | 1 | 12 | 0 | 0 | 38 |
| | | WT-26 | 2:50 PM | BP | 1 | 12 | 0 | 0 | 39 |
| | | WT-20 | 3:00 PM | BP | 1 | 12 | 1 | 0 | 40 |
| | | WT-38 | 3:00 PM | BP | 1 | 12 | 0 | 0 | 41 |
| | | WT-22 | 3:10 PM | BP | 1 | 12 | 0 | 0 | 42 |
| | | WT-15 | 3:10 PM | BP | 1 | 12 | 0 | 0 | 43 |
| | | KT02 | 3:15 PM | BP | 1 | 12 | 0 | 0 | 44 |
| | | KT01 | 3:18 PM | BP | 1 | 12 | 0 | 0 | 45 |
| | | WT-37 | 2:25 PM | BP | 1 | 12 | 0 | 0 | 46 |
| | | WT-39 | 3:30 PM | BP | 1 | 12 | 0 | 0 | 47 |
| | | WT-27 | 3:35 PM | BP | 1 | 12 | 0 | 0 | 48 |
| | | WT-26 | 3:40 PM | BP | 1 | 12 | 0 | 0 | 49 |
| | | WT-20 | 3:45 PM | BP | 1 | 12 | 0 | 0 | 50 |
| Week 2, Day 5 TOTALS | | | | | 50 | 600 | 20 | 0 | |
| | | WT-37 | 7:15 AM | PL | 1 | 12 | 0 | 0 | 1 |
| | | WT-20 | 7:17 AM | PL | 1 | 12 | 0 | 0 | 2 |
| | | WT-28 | 7:20 AM | PL | 1 | 12 | 0 | 0 | 3 |
| | | WT-38 | 7:23 AM | PL | 1 | 12 | 0 | 0 | 4 |
| | | WT-27 | 7:26 AM | PL | 1 | 12 | 0 | 0 | 5 |
| | | WT-23 | 7:36 AM | PL | 1 | 12 | 0 | 0 | 6 |
| | | KT02 | 7:45 AM | PL | 1 | 12 | 0 | 0 | 7 |
| | | KT01 | 7:49 AM | PL | 1 | 12 | 0 | 0 | 8 |
| | | WT-26 | 7:54 AM | PL | 1 | 12 | 0 | 0 | 9 |
| | | WT-37 | 8:22 AM | PL | 1 | 12 | 0 | 0 | 10 |
| | | WT-20 | 8:29 AM | PL | 1 | 12 | 0 | 0 | 11 |
| | | WT-28 | 8:32 AM | PL | 1 | 12 | 0 | 0 | 12 |
| | | WT-38 | 8:43 AM | PL | 1 | 12 | 0 | 0 | 13 |
| | | WT-27 | 8:48 AM | PL | 1 | 12 | 0 | 0 | 14 |
| | | WT-22 | 8:51 AM | PL | 1 | 12 | 0 | 0 | 15 |
| | | WT-23 | 8:55 AM | PL | 1 | 12 | 0 | 0 | 16 |
| | | WT-26 | 8:57 AM | PL | 1 | 12 | 0 | 0 | 17 |
| | | KT02 | 9:00 AM | PL | 1 | 12 | 0 | 0 | 18 |
| | | KT01 | 9:00 AM | PL | 1 | 12 | 0 | 0 | 19 |
| | | WT-37 | 9:25 AM | PL | 1 | 12 | 0 | 0 | 20 |
| | | WT-20 | 9:40 AM | PL | 1 | 12 | 0 | 0 | 21 |
| | | WT-28 | 9:45 AM | PL | 1 | 12 | 0 | 0 | 22 |
| | | WT-27 | 9:54 AM | PL | 1 | 12 | 0 | 0 | 23 |
| | | WT-38 | 10:00 AM | PL | 1 | 12 | 0 | 0 | 24 |
| 6 | 3/8/2025 | WT-26 | 10:05 AM | PL | 1 | 12 | 0 | 0 | 25 |
| | | WT-22 | 10:10 AM | PL | 1 | 12 | 0 | 0 | 26 |
| | | WT-23 | 10:10 AM | PL | 1 | 12 | 0 | 0 | 27 |
| | | KT02 | 10:15 AM | PL | 1 | 12 | 0 | 0 | 28 |
| | | KT01 | 10:20 AM | PL | 1 | 12 | 0 | 0 | 29 |
| | | WT-37 | 10:35 AM | PL | 1 | 12 | 0 | 0 | 30 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (TN) | DGA(Loads) | |
| | | WT-20 | 10:55 AM | PL | 1 | 12 | 0 | 0 | 31 |
| | | WT-28 | 11:00 AM | PL | 1 | 12 | 0 | 0 | 32 |
| | | WT-27 | 11:10 AM | PL | 1 | 12 | 0 | 0 | 33 |
| | | WT-38 | 11:15 AM | PL | 1 | 12 | 0 | 0 | 34 |
| | | WT-26 | 11:20 AM | PL | 1 | 12 | 0 | 0 | 35 |
| | | KT02 | 11:36 AM | PL | 1 | 12 | 0 | 0 | 36 |
| | | KT01 | 11:40 AM | PL | 1 | 12 | 0 | 0 | 37 |
| | | WT-22 | 11:45 AM | PL | 1 | 12 | 0 | 0 | 38 |
| | | WT-23 | 12:10 PM | PL | 1 | 12 | 0 | 0 | 39 |
| | | WT-28 | 12:30 PM | PL | 1 | 12 | 0 | 0 | 40 |
| | | WT-27 | 12:30 PM | PL | 1 | 12 | 0 | 0 | 41 |
| | | WT-38 | 12:50 PM | PL | 1 | 12 | 0 | 0 | 42 |
| | | WT-26 | 12:50 PM | PL | 1 | 12 | 0 | 0 | 43 |
| | | KT02 | 1:00 PM | PL | 1 | 12 | 0 | 0 | 44 |
| | | KT01 | 1:00 PM | PL | 1 | 12 | 0 | 0 | 45 |
| | | WT-22 | 1:30 PM | PL | 1 | 12 | 0 | 0 | 46 |
| | | WT-23 | 1:30 PM | PL | 1 | 12 | 0 | 0 | 47 |
| | | WT-28 | 3:35 PM | PL | 1 | 12 | 0 | 0 | 48 |
| | | WT-27 | 3:40 PM | PL | 1 | 12 | 0 | 0 | 49 |
| | | WT-26 | 3:45 PM | PL | 1 | 12 | 0 | 0 | 50 |
| Week 2, Day 6 TOTALS | | | | | 50 | 600 | 0 | 0 | |

*Basement / Topsoil areas not included in quantities above.

*CY (export/haul off) per load is an average. Reference summary sheet for totals. CY in each load varies based on wet/dry soil, etc.

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| 1 | 3/10/2025 | WT-20 | 8:00 AM | BP | 1 | 12 | 1 | 0 | 1 |
| | | WT-27 | 8:05 AM | BP | 1 | 12 | 1 | 0 | 2 |
| | | WT-38 | 8:10 AM | BP | 1 | 12 | 1 | 0 | 3 |
| | | WT-26 | 8:15 AM | BP | 1 | 12 | 1 | 0 | 4 |
| | | WT-22 | 8:15 AM | BP | 1 | 12 | 1 | 0 | 5 |
| | | WT-39 | 8:20 AM | BP | 1 | 12 | 1 | 0 | 6 |
| | | WT-37 | 8:30 AM | BP | 1 | 12 | 1 | 0 | 7 |
| | | KT02 | 8:35 AM | BP | 1 | 12 | 1 | 0 | 8 |
| | | KT01 | 8:35 AM | BP | 1 | 12 | 1 | 0 | 9 |
| | | WT-26 | 9:25 AM | PL | 1 | 12 | 0 | 0 | 10 |
| | | WT-38 | 9:31 AM | PL | 1 | 12 | 0 | 0 | 11 |
| | | WT-22 | 9:36 AM | PL | 1 | 12 | 0 | 0 | 12 |
| | | WT-39 | 9:42 AM | PL | 1 | 12 | 0 | 0 | 13 |
| | | WT-20 | 10:16 AM | BP | 1 | 12 | 1 | 0 | 14 |
| | | WT-37 | 10:28 AM | BP | 1 | 12 | 1 | 0 | 15 |
| | | WT-27 | 10:32 AM | BP | 1 | 12 | 1 | 0 | 16 |
| | | WT-26 | 10:35 AM | PL | 1 | 12 | 0 | 0 | 17 |
| | | WT-38 | 10:48 AM | PL | 1 | 12 | 0 | 0 | 18 |
| | | WT-22 | 10:53 AM | PL | 1 | 12 | 0 | 0 | 19 |
| | | KT02 | 10:55 AM | BP | 1 | 12 | 1 | 0 | 20 |
| | | KT01 | 10:58 AM | BP | 1 | 12 | 1 | 0 | 21 |
| | | WT-39 | 11:06 AM | PL | 1 | 12 | 0 | 0 | 22 |
| | | WT-26 | 11:45 AM | PL | 1 | 12 | 0 | 0 | 23 |
| | | WT-38 | 12:16 PM | PL | 1 | 12 | 0 | 0 | 24 |
| | | WT-22 | 12:26 PM | PL | 1 | 12 | 0 | 0 | 25 |
| | | WT-20 | 12:35 PM | BP | 1 | 12 | 1 | 0 | 26 |
| | | WT-39 | 12:46 PM | PL | 1 | 12 | 0 | 0 | 27 |
| | | WT-27 | 12:53 PM | BP | 1 | 12 | 1 | 0 | 28 |
| | | WT-26 | 12:55 PM | PL | 1 | 12 | 0 | 0 | 29 |
| | | WT-37 | 1:01 PM | BP | 1 | 12 | 1 | 0 | 30 |
| | | KT02 | 1:26 PM | BP | 1 | 12 | 1 | 0 | 31 |
| | | KT01 | 1:27 PM | BP | 1 | 12 | 1 | 0 | 32 |
| | | WT-38 | 1:41 PM | PL | 1 | 12 | 1 | 0 | 33 |
| | | WT-39 | 2:06 PM | PL | 1 | 12 | 1 | 0 | 34 |
| | | WT-26 | 2:26 PM | PL | 1 | 12 | 0 | 0 | 35 |
| | | WT-22 | 2:35 PM | PL | 1 | 12 | 0 | 0 | 36 |
| | | WT-20 | 2:58 PM | BP | 1 | 12 | 1 | 0 | 37 |
| | | WT-38 | 3:09 PM | PL | 1 | 12 | 0 | 0 | 38 |
| | | KT01 | 3:13 PM | PL | 1 | 12 | 0 | 0 | 39 |
| | | KT02 | 3:13 PM | PL | 1 | 12 | 0 | 0 | 40 |
| | | WT-37 | 3:32 PM | BP | 1 | 12 | 1 | 0 | 41 |
| | | WT-29 | 3:40 PM | PL | 1 | 12 | 0 | 0 | 42 |
| | | WT-27 | 3:48 PM | BP | 1 | 12 | 1 | 0 | 43 |
| | | WT-26 | 3:50 PM | PL | 1 | 12 | 0 | 0 | 44 |
| | | WT-22 | 4:12 PM | PL | 1 | 12 | 0 | 0 | 45 |
| | | WT-38 | 4:26 PM | PL | 1 | 12 | 0 | 0 | 46 |
| | | WT-20 | 4:44 PM | PL | 1 | 12 | 0 | 0 | 47 |
| Week 3, Day 1 TOTALS | | | | | 47 | 564 | 24 | 0 | |
| | | WT-37 | 8:20 AM | BP | 1 | 12 | 1 | 0 | 1 |
| | | WT-32 | 8:25 AM | BP | 1 | 12 | 1 | 0 | 2 |
| | | WT-38 | 8:28 AM | BP | 1 | 12 | 1 | 0 | 3 |
| | | WT-20 | 8:31 AM | BP | 1 | 12 | 1 | 0 | 4 |
| | | KT01 | 8:40 AM | BP | 1 | 12 | 1 | 0 | 5 |
| | | KT02 | 8:40 AM | BP | 1 | 12 | 1 | 0 | 6 |
| | | WT-27 | 8:45 AM | BP | 1 | 12 | 1 | 0 | 7 |
| | | WT-15 | 8:45 AM | BP | 0 | 0 | 1 | 0 | 8 |
| | | WT-22 | 8:47 AM | BP | 1 | 12 | 1 | 0 | 9 |
| | | WT-26 | 8:47 AM | BP | 1 | 12 | 1 | 0 | 10 |
| | | WT-27 | 10:08 AM | PL | 1 | 12 | 0 | 0 | 11 |
| | | WT-36 | 10:08 AM | PL | 1 | 12 | 0 | 0 | 12 |
| | | WT-26 | 10:11 AM | PL | 1 | 12 | 0 | 0 | 13 |
| | | WT-22 | 10:13 AM | PL | 1 | 12 | 0 | 0 | 14 |
| | | WT-37 | 10:24 AM | BP | 1 | 12 | 1 | 0 | 15 |
| | | WT-20 | 10:41 AM | PL | 1 | 12 | 0 | 0 | 16 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| 2 | 3/11/2025 | WT-32 | 10:44 AM | BP | 1 | 12 | 1 | 0 | 17 |
| | | WT-38 | 10:45 AM | BP | 1 | 12 | 1 | 0 | 18 |
| | | KT02 | 11:07 AM | BP | 1 | 12 | 1 | 0 | 19 |
| | | KT01 | 11:08 AM | BP | 1 | 12 | 1 | 0 | 20 |
| | | WT-26 | 11:24 AM | PL | 1 | 12 | 0 | 0 | 21 |
| | | WT-27 | 11:36 AM | PL | 1 | 12 | 0 | 0 | 22 |
| | | WT-36 | 11:48 AM | PL | 1 | 12 | 0 | 0 | 23 |
| | | WT-26 | 12:36 PM | PL | 1 | 12 | 0 | 0 | 24 |
| | | WT-37 | 12:41 PM | BP | 1 | 12 | 1 | 0 | 25 |
| | | WT-22 | 12:48 PM | PL | 1 | 12 | 0 | 0 | 26 |
| | | WT-20 | 12:50 PM | PL | 1 | 12 | 0 | 0 | 27 |
| | | WT-32 | 1:02 PM | BP | 1 | 12 | 1 | 0 | 28 |
| | | WT-38 | 1:04 PM | BP | 1 | 12 | 1 | 0 | 29 |
| | | WT-27 | 1:20 PM | PL | 1 | 12 | 0 | 0 | 30 |
| | | WT-36 | 1:25 PM | PL | 1 | 12 | 0 | 0 | 31 |
| | | KT02 | 1:45 PM | BP | 1 | 12 | 1 | 0 | 32 |
| | | KT01 | 1:45 PM | BP | 1 | 12 | 1 | 0 | 33 |
| | | WT-26 | 1:51 PM | PL | 1 | 12 | 0 | 0 | 34 |
| | | WT-22 | 2:54 PM | PL | 1 | 12 | 0 | 0 | 35 |
| | | WT-27 | 2:56 PM | PL | 1 | 12 | 0 | 0 | 36 |
| | | WT-20 | 3:05 PM | PL | 1 | 12 | 0 | 0 | 37 |
| | | WT-37 | 3:07 PM | BP | 1 | 12 | 1 | 0 | 38 |
| | | WT-36 | 3:18 PM | PL | 1 | 12 | 0 | 0 | 39 |
| | | WT-32 | 3:22 PM | BP | 1 | 12 | 1 | 0 | 40 |
| | | WT-38 | 3:23 PM | BP | 1 | 12 | 1 | 0 | 41 |
| | | WT-26 | 3:43 PM | PL | 1 | 12 | 0 | 0 | 42 |
| | | KT02 | 4:40 PM | PL | 1 | 12 | 0 | 0 | 43 |
| | | KT01 | 4:30 PM | PL | 1 | 12 | 0 | 0 | 44 |
| | | WT-27 | 4:40 PM | PL | 1 | 12 | 0 | 0 | 45 |
| | | WT-22 | 5:20 PM | PL | 1 | 12 | 0 | 0 | 46 |
| | | WT-20 | 5:30 PM | PL | 1 | 12 | 0 | 0 | 47 |
| Week 3, Day 2 TOTALS | | | | | 46 | 552 | 23 | 0 | |
| | | WT-15 | 7:32 AM | PL | 1 | 12 | 1 | 0 | 1 |
| | | WT-26 | 7:50 AM | PL | 1 | 12 | 1 | 0 | 2 |
| | | WT-33 | 7:55 AM | PL | 1 | 12 | 1 | 0 | 3 |
| | | WT-22 | 8:05 AM | PL | 1 | 12 | 1 | 0 | 4 |
| | | WT-20 | 8:06 AM | PL | 1 | 12 | 1 | 0 | 5 |
| | | H-40 | 8:08 AM | BP | 0 | 0 | 0 | 1 | 6 |
| | | WT-27 | 8:10 AM | PL | 1 | 12 | 1 | 0 | 7 |
| | | H-55 | 8:10 AM | BP | 0 | 0 | 0 | 1 | 8 |
| | | H-56 | 8:13 AM | BP | 0 | 0 | 0 | 1 | 9 |
| | | 508 | 8:15 AM | BP | 0 | 0 | 0 | 1 | 10 |
| | | H-41 | 8:18 AM | BP | 0 | 0 | 0 | 1 | 11 |
| | | WT-34 | 8:25 AM | PL | 1 | 12 | 1 | 0 | 12 |
| | | WT-35 | 8:26 AM | PL | 1 | 12 | 1 | 0 | 13 |
| | | H-37 | 8:36 AM | BP | 0 | 0 | 0 | 1 | 14 |
| | | H-28 | 8:26 AM | BP | 0 | 0 | 0 | 1 | 15 |
| | | KT02 | 8:28 AM | PL | 1 | 12 | 1 | 0 | 16 |
| | | KT01 | 8:28 AM | PL | 1 | 12 | 1 | 0 | 17 |
| | | WT-15 | 9:15 AM | PL | 1 | 12 | 0 | 0 | 18 |
| | | H-40 | 9:15 AM | BP | 0 | 0 | 0 | 1 | 19 |
| | | H-55 | 9:17 AM | BP | 0 | 0 | 0 | 1 | 20 |
| | | H-56 | 9:21 AM | BP | 0 | 0 | 0 | 1 | 21 |
| | | 508 | 9:22 AM | BP | 0 | 0 | 0 | 1 | 22 |
| | | H-41 | 9:27 AM | BP | 0 | 0 | 0 | 1 | 23 |
| | | WT-26 | 9:29 AM | PL | 1 | 12 | 0 | 0 | 24 |
| | | WT-33 | 9:33 AM | PL | 1 | 12 | 0 | 0 | 25 |
| | | H-28 | 9:34 AM | BP | 0 | 0 | 0 | 1 | 26 |
| | | H-37 | 9:40 AM | BP | 0 | 0 | 0 | 1 | 27 |
| | | WT-34 | 9:53 AM | PL | 1 | 12 | 0 | 0 | 28 |
| | | WT-35 | 9:53 AM | PL | 1 | 12 | 0 | 0 | 29 |
| | | H-40 | 10:19 AM | BP | 0 | 0 | 0 | 1 | 30 |
| | | H-55 | 10:19 AM | BP | 0 | 0 | 0 | 1 | 31 |
| | | H-56 | 10:19 AM | BP | 0 | 0 | 0 | 1 | 32 |
| | | H-41 | 10:26 AM | BP | 0 | 0 | 0 | 1 | 33 |
| | | WT-22 | 10:33 AM | PL | 1 | 12 | 0 | 0 | 34 |
| | | WT-26 | 10:47 AM | PL | 1 | 12 | 0 | 0 | 35 |
| | | WT-15 | 10:50 AM | PL | 1 | 12 | 0 | 0 | 36 |
| | | H-37 | 10:51 AM | BP | 0 | 0 | 0 | 1 | 37 |
| | | KT02 | 11:03 AM | PL | 1 | 12 | 1 | 0 | 38 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| 3 | 3/12/2025 | KT01 | 11:04 AM | PL | 1 | 12 | 1 | 0 | 39 |
| | | WT-33 | 11:10 AM | PL | 1 | 12 | 0 | 0 | 40 |
| | | WT-35 | 11:26 AM | PL | 1 | 12 | 0 | 0 | 41 |
| | | H-40 | 11:29 AM | BP | 0 | 0 | 0 | 1 | 42 |
| | | WT-34 | 11:30 AM | PL | 1 | 12 | 0 | 0 | 43 |
| | | H-56 | 11:33 AM | BP | 0 | 0 | 0 | 1 | 44 |
| | | H-55 | 11:38 AM | BP | 0 | 0 | 0 | 1 | 45 |
| | | H-41 | 11:39 AM | BP | 0 | 0 | 0 | 1 | 46 |
| | | WT-22 | 12:07 PM | PL | 1 | 12 | 0 | 0 | 47 |
| | | WT-26 | 12:10 PM | PL | 1 | 12 | 0 | 0 | 48 |
| | | WT-20 | 12:13 PM | PL | 1 | 12 | 1 | 0 | 49 |
| | | WT-27 | 12:16 PM | PL | 1 | 12 | 1 | 0 | 50 |
| | | WT-15 | 12:19 PM | PL | 1 | 12 | 0 | 0 | 51 |
| | | H-40 | 12:38 PM | BP | 0 | 0 | 0 | 1 | 52 |
| | | H-37 | 12:41 PM | BP | 0 | 0 | 0 | 1 | 53 |
| | | WT-35 | 12:45 PM | PL | 1 | 12 | 0 | 0 | 54 |
| | | WT-34 | 12:46 PM | PL | 1 | 12 | 0 | 0 | 55 |
| | | H-97 | 12:51 PM | BP | 0 | 0 | 0 | 1 | 56 |
| | | H-56 | 12:51 PM | BP | 0 | 0 | 0 | 1 | 57 |
| | | H-37 | 1:00 PM | BP | 0 | 0 | 0 | 1 | 58 |
| | | H-55 | 1:00 PM | BP | 0 | 0 | 0 | 1 | 59 |
| | | H-97 | 1:00 PM | BP | 0 | 0 | 0 | 1 | 60 |
| | | H-56 | 1:00 PM | BP | 0 | 0 | 0 | 1 | 61 |
| | | H-41 | 1:00 PM | BP | 0 | 0 | 0 | 1 | 62 |
| | | H-87 | 1:10 PM | BP | 0 | 0 | 0 | 1 | 63 |
| | | WT-26 | 1:20 PM | PL | 1 | 12 | 0 | 0 | 64 |
| | | WT-22 | 1:30 PM | PL | 1 | 12 | 0 | 0 | 65 |
| | | H-97 | 1:45 PM | BP | 0 | 0 | 0 | 1 | 66 |
| | | WT-20 | 1:50 PM | PL | 1 | 12 | 0 | 0 | 67 |
| | | H-37 | 1:55 PM | BP | 0 | 0 | 0 | 1 | 68 |
| | | H-40 | 2:00 PM | BP | 0 | 0 | 0 | 1 | 69 |
| | | KT02 | 2:02 PM | PL | 1 | 12 | 1 | 0 | 70 |
| | | KT01 | 2:02 PM | PL | 1 | 12 | 1 | 0 | 71 |
| | | H-56 | 2:03 PM | BP | 0 | 0 | 0 | 1 | 72 |
| | | WT-27 | 2:08 PM | PL | 1 | 12 | 0 | 0 | 73 |
| | | H-55 | 2:09 PM | BP | 0 | 0 | 0 | 1 | 74 |
| | | H-87 | 2:10 PM | BP | 0 | 0 | 0 | 1 | 75 |
| | | WT-35 | 2:11 PM | PL | 1 | 12 | 0 | 0 | 76 |
| | | WT-34 | 2:12 PM | PL | 1 | 12 | 0 | 0 | 77 |
| | | H-41 | 2:12 PM | BP | 0 | 0 | 0 | 1 | 78 |
| | | H-95 | 2:22 PM | BP | 0 | 0 | 0 | 1 | 79 |
| | | H-97 | 2:33 PM | BP | 0 | 0 | 0 | 1 | 80 |
| | | H-37 | 2:59 PM | BP | 0 | 0 | 0 | 1 | 81 |
| | | WT-22 | 3:03 PM | PL | 1 | 12 | 0 | 0 | 82 |
| | | WT-33 | 3:05 PM | PL | 1 | 12 | 0 | 0 | 83 |
| | | WT-26 | 3:08 PM | PL | 1 | 12 | 0 | 0 | 84 |
| | | H-40 | 3:08 PM | BP | 0 | 0 | 0 | 1 | 85 |
| | | H-95 | 3:10 PM | BP | 0 | 0 | 0 | 1 | 86 |
| | | H-56 | 3:15 PM | BP | 0 | 0 | 0 | 1 | 87 |
| | | WT-20 | 3:17 PM | PL | 1 | 12 | 0 | 0 | 88 |
| | | H-41 | 3:26 PM | BP | 0 | 0 | 0 | 1 | 89 |
| | | H-55 | 3:29 PM | BP | 0 | 0 | 0 | 1 | 90 |
| | | WT-35 | 3:47 PM | PL | 1 | 12 | 0 | 0 | 91 |
| | | WT-27 | 3:49 PM | PL | 1 | 12 | 0 | 0 | 92 |
| | | WT-34 | 3:49 PM | PL | 1 | 12 | 0 | 0 | 93 |
| | | KT02 | 3:52 PM | PL | 1 | 12 | 0 | 0 | 94 |
| | | KT01 | 3:52 PM | PL | 1 | 12 | 0 | 0 | 95 |
| | | WT-15 | 4:14 PM | PL | 1 | 12 | 0 | 0 | 96 |
| | | H-37 | 4:18 PM | BP | 0 | 0 | 0 | 1 | 97 |
| | | H-40 | 4:26 PM | BP | 0 | 0 | 0 | 1 | 98 |
| | | H-56 | 4:34 PM | BP | 0 | 0 | 0 | 1 | 99 |
| | | H-55 | 4:55 PM | BP | 0 | 0 | 0 | 1 | 100 |
| Week 3, Day 3 TOTALS | | | | | 48 | 576 | 16 | 52 | |
| | | H-40 | 7:50 AM | PL | 0 | 0 | 1 | 0 | 1 |
| | | H-54 | 7:55 AM | PL | 0 | 0 | 1 | 0 | 2 |
| | | WT-22 | 8:05 AM | PL | 1 | 12 | 1 | 0 | 3 |
| | | WT-33 | 8:05 AM | PL | 1 | 12 | 1 | 0 | 4 |
| | | H-55 | 8:12 AM | PL | 0 | 0 | 1 | 0 | 5 |
| | | H-56 | 8:15 AM | PL | 0 | 0 | 1 | 0 | 6 |
| | | H-41 | 8:16 AM | PL | 0 | 0 | 1 | 0 | 7 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| | | WT-34 | 8:25 AM | PL | 1 | 12 | 1 | 0 | 8 |
| | | WT-35 | 8:30 AM | PL | 1 | 12 | 1 | 0 | 9 |
| | | WT-27 | 8:31 AM | PL | 1 | 12 | 1 | 0 | 10 |
| | | WT-26 | 8:35 AM | PL | 1 | 12 | 1 | 0 | 11 |
| | | WT-20 | 8:40 AM | PL | 1 | 12 | 1 | 0 | 12 |
| | | KT02 | 8:41 AM | PL | 1 | 12 | 1 | 0 | 13 |
| | | KT01 | 8:42 AM | PL | 1 | 12 | 1 | 0 | 14 |
| | | WT-39 | 9:00 AM | PL | 1 | 12 | 1 | 0 | 15 |
| | | WT-33 | 9:12 AM | PL | 1 | 12 | 1 | 0 | 16 |
| | | H-40 | 9:13 AM | PL | 0 | 0 | 1 | 0 | 17 |
| | | H-54 | 9:14 AM | PL | 0 | 0 | 1 | 0 | 18 |
| | | H-55 | 9:15 AM | PL | 0 | 0 | 1 | 0 | 19 |
| | | H-56 | 9:17 AM | PL | 0 | 0 | 1 | 0 | 20 |
| | | H-42 | 9:19 AM | PL | 0 | 0 | 1 | 0 | 21 |
| | | WT-34 | 9:44 AM | PL | 1 | 12 | 0 | 0 | 22 |
| | | WT-35 | 9:45 AM | PL | 1 | 12 | 0 | 0 | 23 |
| | | WT-26 | 9:46 AM | PL | 1 | 12 | 0 | 0 | 24 |
| | | WT-27 | 9:46 AM | PL | 1 | 12 | 0 | 0 | 25 |
| | | WT-22 | 9:51 AM | PL | 1 | 12 | 0 | 0 | 26 |
| | | WT-20 | 10:04 AM | PL | 1 | 12 | 0 | 0 | 27 |
| | | H-40 | 10:17 AM | PL | 0 | 0 | 1 | 0 | 28 |
| | | H-56 | 10:17 AM | PL | 0 | 0 | 1 | 0 | 29 |
| | | KT01 | 10:19 AM | PL | 1 | 12 | 0 | 0 | 30 |
| | | KT02 | 10:19 AM | PL | 0 | 0 | 0 | 0 | 31 |
| | | H-54 | 10:22 AM | PL | 0 | 0 | 1 | 0 | 32 |
| | | H-41 | 10:22 AM | PL | 0 | 0 | 1 | 0 | 33 |
| | | H-55 | 10:22 AM | PL | 0 | 0 | 1 | 0 | 34 |
| | | WT-39 | 10:28 AM | PL | 1 | 12 | 0 | 0 | 35 |
| | | WT-33 | 10:41 AM | PL | 1 | 12 | 0 | 0 | 36 |
| | | H-95 | 10:44 AM | BP | 0 | 0 | 0 | 1 | 37 |
| | | H-87 | 10:52 AM | BP | 0 | 0 | 0 | 1 | 38 |
| | | WT-34 | 11:08 AM | PL | 1 | 12 | 0 | 0 | 39 |
| | | KT01 | 11:08 AM | PL | 1 | 12 | 0 | 0 | 40 |
| | | WT-26 | 11:08 AM | PL | 1 | 12 | 0 | 0 | 41 |
| | | H-56 | 11:19 AM | PL | 0 | 0 | 1 | 0 | 42 |
| | | H-40 | 11:19 AM | PL | 0 | 0 | 1 | 0 | 43 |
| | | WT-22 | 11:21 AM | PL | 1 | 12 | 0 | 0 | 44 |
| | | WT-27 | 11:22 AM | PL | 1 | 12 | 0 | 0 | 45 |
| | | WT-20 | 11:22 AM | PL | 1 | 12 | 0 | 0 | 46 |
| | | H-41 | 11:23 AM | PL | 0 | 0 | 1 | 0 | 47 |
| | | WT-35 | 11:26 AM | PL | 1 | 12 | 0 | 0 | 48 |
| | | H-55 | 11:26 AM | PL | 0 | 0 | 1 | 0 | 49 |
| | | H-85 | 11:28 AM | BP | 0 | 0 | 0 | 1 | 50 |
| | | H-54 | 11:54 AM | PL | 0 | 0 | 1 | 0 | 51 |
| | | WT-39 | 11:53 AM | PL | 1 | 12 | 0 | 0 | 52 |
| | | KT02 | 11:59 AM | PL | 1 | 12 | 0 | 0 | 53 |
| 4 | 3/13/2025 | KT01 | 11:59 AM | PL | 1 | 12 | 0 | 0 | 54 |
| | | H-87 | 12:08 PM | BP | 0 | 0 | 0 | 1 | 55 |
| | | WT-33 | 12:25 PM | PL | 1 | 12 | 0 | 0 | 56 |
| | | H-56 | 12:25 PM | PL | 0 | 0 | 1 | 0 | 57 |
| | | WT-26 | 12:25 PM | PL | 1 | 12 | 0 | 0 | 58 |
| | | H-40 | 12:27 PM | PL | 0 | 0 | 1 | 0 | 59 |
| | | H-41 | 12:32 PM | PL | 0 | 0 | 1 | 0 | 60 |
| | | H-55 | 12:34 PM | PL | 0 | 0 | 1 | 0 | 61 |
| | | H-38 | 12:44 PM | BP | 0 | 0 | 0 | 1 | 62 |
| | | WT-22 | 12:45 PM | PL | 1 | 12 | 0 | 0 | 63 |
| | | WT-20 | 12:50 PM | PL | 1 | 12 | 0 | 0 | 64 |
| | | WT-27 | 12:51 PM | PL | 1 | 12 | 0 | 0 | 65 |
| | | H-54 | 12:53 PM | PL | 0 | 0 | 1 | 0 | 66 |
| | | WT-35 | 12:54 PM | PL | 1 | 12 | 0 | 0 | 67 |
| | | WT-34 | 1:11 PM | PL | 1 | 12 | 0 | 0 | 68 |
| | | WT-39 | 1:11 PM | PL | 1 | 12 | 0 | 0 | 69 |
| | | H-56 | 1:28 PM | PL | 0 | 0 | 1 | 0 | 70 |
| | | KT02 | 1:31 PM | PL | 1 | 12 | 0 | 0 | 71 |
| | | KT01 | 1:31 PM | PL | 1 | 12 | 0 | 0 | 72 |
| | | H-40 | 1:33 PM | PL | 0 | 0 | 1 | 0 | 73 |
| | | H-55 | 1:36 PM | PL | 0 | 0 | 1 | 0 | 74 |
| | | H-41 | 1:39 PM | PL | 0 | 0 | 1 | 0 | 75 |
| | | WT-33 | 2:25 PM | PL | 1 | 12 | 0 | 0 | 76 |
| | | WT-26 | 2:30 PM | PL | 1 | 12 | 0 | 0 | 77 |
| | | WT-22 | 2:35 PM | PL | 1 | 12 | 0 | 0 | 78 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| | | WT-20 | 2:35 PM | PL | 1 | 12 | 0 | 0 | 79 |
| | | WT-34 | 2:40 PM | PL | 1 | 12 | 0 | 0 | 80 |
| | | H-54 | 2:45 PM | PL | 0 | 0 | 1 | 0 | 81 |
| | | H-56 | 2:45 PM | PL | 0 | 0 | 1 | 0 | 82 |
| | | WT-27 | 2:50 PM | PL | 1 | 12 | 0 | 0 | 83 |
| | | H-40 | 2:42 PM | PL | 0 | 0 | 1 | 0 | 84 |
| | | H-41 | 2:43 PM | PL | 0 | 0 | 1 | 0 | 85 |
| | | WT-39 | 2:50 PM | PL | 1 | 12 | 0 | 0 | 86 |
| | | H-55 | 2:50 PM | PL | 0 | 0 | 1 | 0 | 87 |
| | | WT-35 | 2:55 PM | PL | 1 | 12 | 0 | 0 | 88 |
| | | KT02 | 3:05 PM | PL | 1 | 12 | 0 | 0 | 87 |
| | | KT01 | 3:05 PM | PL | 1 | 12 | 0 | 0 | 90 |
| | | H-40 | 3:45 PM | PL | 0 | 0 | 1 | 0 | 91 |
| | | H-54 | 3:50 PM | PL | 0 | 0 | 1 | 0 | 92 |
| | | H-41 | 3:56 PM | PL | 0 | 0 | 1 | 0 | 93 |
| | | H-55 | 3:56 PM | PL | 0 | 0 | 1 | 0 | 94 |
| | | WT-34 | 4:09 PM | PL | 1 | 12 | 0 | 0 | 95 |
| | | WT-20 | 4:10 PM | PL | 1 | 12 | | | 96 |
| | | H-36 | 4:11PM | PL | 0 | 0 | 1 | 0 | 97 |
| | | H-97 | 4:11 PM | PL | 0 | 0 | 1 | 0 | 98 |
| | | WT-22 | 4:14 PM | PL | 1 | 12 | 0 | 0 | 99 |
| | | WT-26 | 4:21 PM | PL | 1 | 12 | 0 | 0 | 100 |
| | | WT-33 | 4:24 PM | PL | 1 | 12 | 0 | 0 | 101 |
| | | WT-27 | 4:26 PM | PL | 1 | 12 | 0 | 0 | 102 |
| | | WT-35 | 4:26 PM | PL | 1 | 12 | 0 | 0 | 103 |
| | | WT-39 | 4:32 PM | PL | 1 | 12 | 0 | 0 | 104 |
| | | WT-20 | 4:36 PM | PL | 1 | 12 | 0 | 0 | 105 |
| | | H-37 | 4:54 PM | PL | 0 | 0 | 1 | 0 | 106 |
| | | H-56 | 5:03 PM | PL | 0 | 0 | 1 | 0 | 107 |
| Week 3, Day 4 TOTALS | | | | | 59 | 708 | 53 | 5 | |
| | | WT-22 | 7:35 AM | PL | 1 | 12 | 1 | 0 | 1 |
| | | WT-26 | 7:37 AM | PL | 1 | 12 | 1 | 0 | 2 |
| | | H-54 | 7:45 AM | PL | 0 | 0 | 1 | 0 | 3 |
| | | KT01 | 8:00 AM | PL | 1 | 12 | 0 | 0 | 4 |
| | | KT02 | 8:03 AM | PL | 1 | 12 | 0 | 0 | 5 |
| | | WT-27 | 8:15 AM | PL | 1 | 12 | 1 | 0 | 6 |
| | | WT-34 | 8:15 AM | PL | 1 | 12 | 1 | 0 | 7 |
| | | WT-35 | 8:15 AM | PL | 1 | 12 | 1 | 0 | 8 |
| | | H-37 | 8:20 AM | PL | 0 | 0 | 1 | 0 | 9 |
| | | H-36 | 8:20 AM | PL | 0 | 0 | 1 | 0 | 10 |
| | | H-96 | 8:20 AM | PL | 0 | 0 | 1 | 0 | 11 |
| | | H-95 | 8:25 AM | PL | 0 | 0 | 1 | 0 | 12 |
| | | WT-39 | 8:30 AM | PL | 1 | 12 | 1 | 0 | 13 |
| | | WT-20 | 8:35 AM | PL | 1 | 12 | 1 | 0 | 14 |
| | | WT-33 | 8:40 AM | PL | 1 | 12 | 1 | 0 | 15 |
| | | H-54 | 8:59 AM | PL | 0 | 0 | 1 | 0 | 16 |
| | | WT-26 | 9:08 AM | PL | 1 | 12 | 0 | 0 | 17 |
| | | WT-22 | 9:16 AM | PL | 1 | 12 | 0 | 0 | 18 |
| | | KT01 | 9:18 AM | PL | 1 | 12 | 0 | 0 | 19 |
| | | KT02 | 9:18 AM | PL | 1 | 12 | 0 | 0 | 20 |
| | | H-96 | 9:24 AM | PL | 0 | 0 | 1 | 0 | 21 |
| | | H-37 | 9:26 AM | PL | 0 | 0 | 1 | 0 | 22 |
| | | H-36 | 9:32 AM | PL | 0 | 0 | 1 | 0 | 23 |
| | | H-95 | 9:36 AM | PL | 0 | 0 | 1 | 0 | 24 |
| | | WT-34 | 9:36 AM | PL | 1 | 12 | 0 | 0 | 25 |
| | | WT-35 | 9:41 AM | PL | 1 | 12 | 0 | 0 | 26 |
| | | WT-27 | 9:49 AM | PL | 1 | 12 | 0 | 0 | 27 |
| | | WT-20 | 9:53 AM | PL | 1 | 12 | 0 | 0 | 28 |
| | | WT-33 | 9:56 AM | PL | 1 | 12 | 0 | 0 | 29 |
| | | H-40 | 10:00 AM | PL | 0 | 0 | 1 | 0 | 30 |
| | | H-54 | 10:04 AM | PL | 0 | 0 | 1 | 0 | 31 |
| | | WT-39 | 10:07 AM | PL | 1 | 12 | 0 | 0 | 32 |
| | | WT-26 | 10:18 AM | PL | 1 | 12 | 0 | 0 | 33 |
| | | H-37 | 10:31 AM | PL | 0 | 0 | 1 | 0 | 34 |
| | | H-36 | 10:32 AM | PL | 0 | 0 | 1 | 0 | 35 |
| | | H-96 | 10:32 AM | PL | 0 | 0 | 1 | 0 | 36 |
| | | KT01 | 10:40 AM | PL | 1 | 12 | 0 | 0 | 37 |
| | | KT02 | 10:40 AM | PL | 1 | 12 | 0 | 0 | 38 |
| | | WT-22 | 10:50 AM | Pl | 1 | 12 | 0 | 0 | 39 |
| | | H-95 | 10:55 AM | PL | 0 | 0 | 1 | 0 | 40 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| 5 | 3/14/2025 | WT-34 | 10:56 AM | PL | 1 | 12 | 0 | 0 | 41 |
| | | WT-27 | 11:04 AM | PL | 1 | 12 | 0 | 0 | 42 |
| | | WT-35 | 11:04 AM | PL | 1 | 12 | 0 | 0 | 43 |
| | | H-40 | 11:14 AM | PL | 0 | 0 | 1 | 0 | 44 |
| | | H-54 | 11:14 AM | PL | 0 | 0 | 1 | 0 | 45 |
| | | WT-33 | 11:21 AM | PL | 1 | 12 | 0 | 0 | 46 |
| | | WT-39 | 11:22 AM | PL | 1 | 12 | 0 | 0 | 47 |
| | | WT-26 | 11:27 AM | PL | 1 | 12 | 0 | 0 | 48 |
| | | H-36 | 11:36 AM | PL | 0 | 0 | 1 | 0 | 49 |
| | | H-96 | 11:36 AM | PL | 0 | 0 | 1 | 0 | 50 |
| | | WT-20 | 12:08 PM | PL | 1 | 12 | 0 | 0 | 51 |
| | | H95 | 12:10 PM | PL | 0 | 0 | 1 | 0 | 52 |
| | | KT02 | 12:14 PM | PL | 1 | 12 | 0 | 0 | 53 |
| | | KT01 | 12:14 PM | PL | 1 | 12 | 0 | 0 | 54 |
| | | WT-22 | 12:17 PM | PL | 1 | 12 | 0 | 0 | 55 |
| | | H-37 | 12:18 PM | PL | 0 | 0 | 1 | 0 | 56 |
| | | H-40 | 12:21 PM | PL | 0 | 0 | 1 | 0 | 57 |
| | | H-54 | 12:21 PM | PL | 0 | 0 | 1 | 0 | 58 |
| | | H-36 | 12:38 PM | PL | 0 | 0 | 1 | 0 | 59 |
| | | WT-26 | 12:40 PM | PL | 1 | 12 | 0 | 0 | 60 |
| | | H-96 | 12:43 PM | PL | 0 | 0 | 1 | 0 | 61 |
| | | WT-27 | 12:52 PM | PL | 1 | 12 | 0 | 0 | 62 |
| | | WT-33 | 12:53 PM | PL | 1 | 12 | 0 | 0 | 63 |
| | | WT-34 | 12:55 PM | PL | 1 | 12 | 0 | 0 | 64 |
| | | WT-35 | 12:55 PM | PL | 1 | 12 | 0 | 0 | 65 |
| | | WT-39 | 1:10 PM | PL | 1 | 12 | 0 | 0 | 66 |
| | | H-40 | 1:30 PM | PL | 0 | 0 | 1 | 0 | 67 |
| | | H-37 | 1:32 PM | PL | 0 | 0 | 1 | 0 | 68 |
| | | H-54 | 1:50 PM | PL | 0 | 0 | 1 | 0 | 69 |
| | | H-36 | 1:52 PM | PL | 0 | 0 | 1 | 0 | 70 |
| | | WT-26 | 1:59 PM | PL | 1 | 12 | 0 | 0 | 71 |
| | | KT01 | 1:59 PM | PL | 1 | 12 | 0 | 0 | 72 |
| | | KT02 | 1:59 PM | PL | 1 | 12 | 0 | 0 | 73 |
| | | H-96 | 1:59 PM | PL | 0 | 0 | 1 | 0 | 74 |
| | | H-95 | 2:01 PM | PL | 0 | 0 | 1 | 0 | 75 |
| | | WT-20 | 2:18 PM | PL | 1 | 12 | 0 | 0 | 76 |
| | | WT-33 | 2:19 PM | PL | 1 | 12 | 0 | 0 | 77 |
| | | WT-39 | 2:23 PM | PL | 1 | 12 | 0 | 0 | 78 |
| | | WT-22 | 2:33 PM | PL | 1 | 12 | 0 | 0 | 79 |
| | | WT-27 | 2:40 PM | PL | 1 | 12 | 0 | 0 | 80 |
| | | WT-34 | 2:44 PM | PL | 1 | 12 | 0 | 0 | 81 |
| | | H-40 | 2:45 PM | PL | 0 | 0 | 1 | 0 | 82 |
| | | H-37 | 2:46 PM | PL | 0 | 0 | 1 | 0 | 83 |
| | | WT-35 | 2:46 PM | PL | 1 | 12 | 0 | 0 | 84 |
| | | H-36 | 3:09 PM | PL | 0 | 0 | 1 | 0 | 85 |
| | | H-96 | 3:09 PM | PL | 0 | 0 | 1 | 0 | 86 |
| | | WT-26 | 3:16 PM | PL | 1 | 12 | 0 | 0 | 87 |
| | | KT02 | 3:39 PM | PL | 1 | 12 | 0 | 0 | 88 |
| | | KT01 | 3:39 PM | PL | 1 | 12 | 0 | 0 | 89 |
| | | WT-39 | 3:50 PM | PL | 1 | 12 | 0 | 0 | 90 |
| | | H-40 | 3:57 PM | PL | 0 | 0 | 1 | 0 | 91 |
| | | H-37 | 4:00 PM | PL | 0 | 0 | 1 | 0 | 92 |
| | | WT-33 | 4:08 PM | PL | 1 | 12 | 0 | 0 | 93 |
| | | H-36 | 4:15 PM | PL | 0 | 0 | 1 | 0 | 94 |
| | | H-96 | 4:20 PM | PL | 0 | 0 | 1 | 0 | 95 |
| | | WT-34 | 4:20 PM | PL | 1 | 12 | 0 | 0 | 96 |
| | | WT-20 | 4:20 PM | PL | 1 | 12 | 0 | 0 | 97 |
| | | WT-27 | 4:24 PM | PL | 1 | 12 | 0 | 0 | 98 |
| | | WT-22 | 4:25 PM | PL | 1 | 12 | 0 | 0 | 96 |
| Week 3, Day 5 TOTALS | | | | | 59 | 708 | 48 | 0 | |

*Basement / Topsoil areas not included in quantities above.

*CY (export/haul off) per load is an average. Reference summary sheet for totals. CY in each load varies based on wet/dry soil, etc.

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| | | WT-32 | 7:50 AM | PL | 0 | 0 | 1 | 0 | 1 |
| | | WT-26 | 7:50 AM | PL | 0 | 0 | 1 | 0 | 2 |
| | | WT-20 | 7:53 AM | PL | 0 | 0 | 1 | 0 | 3 |
| | | WT-34 | 7:53 AM | PL | 0 | 0 | 1 | 0 | 4 |
| | | WT-33 | 8:10 AM | PL | 0 | 0 | 1 | 0 | 5 |
| | | H-28 | 8:15 AM | PL | 0 | 0 | 1 | 0 | 6 |
| | | WT-15 | 8:15 AM | PL | 0 | 0 | 1 | 0 | 7 |
| | | H-37 | 8:20 AM | PL | 0 | 0 | 1 | 0 | 8 |
| | | H-32 | 8:25 AM | PL | 0 | 0 | 1 | 0 | 9 |
| | | WT-35 | 8:30 AM | PL | 0 | 0 | 1 | 0 | 10 |
| | | H-38 | 8:40 AM | PL | 0 | 0 | 1 | 0 | 11 |
| | | H-95 | 8:40 AM | PL | 0 | 0 | 1 | 0 | 12 |
| | | WT-34 | 8:50 AM | PL | 1 | 11.56 | 0 | 0 | 13 |
| | | WT-35 | 8:55 AM | PL | 1 | 11.56 | 0 | 0 | 14 |
| | | KT01 | 9:00 AM | PL | 1 | 11.56 | 0 | 0 | 15 |
| | | KT02 | 9:00 AM | PL | 1 | 11.56 | 0 | 0 | 16 |
| | | WT-26 | 9:04 AM | PL | 1 | 11.56 | 0 | 0 | 17 |
| | | WT-32 | 9:07 AM | PL | 1 | 11.56 | 0 | 0 | 18 |
| | | WT-20 | 9:12 AM | PL | 1 | 11.56 | 0 | 0 | 19 |
| | | WT-15 | 9:16 AM | PL | 1 | 11.56 | 0 | 0 | 20 |
| | | WT-33 | 9:19 AM | PL | 1 | 11.56 | 0 | 0 | 21 |
| | | H-28 | 9:19 AM | PL | 0 | 0 | 1 | 0 | 22 |
| | | H-32 | 9:26 AM | PL | 0 | 0 | 1 | 0 | 23 |
| | | H-37 | 9:26 AM | PL | 0 | 0 | 1 | 0 | 24 |
| | | H-38 | 9:58 AM | PL | 0 | 0 | 1 | 0 | 25 |
| | | WT-34 | 10:06 AM | PL | 1 | 11.56 | 0 | 0 | 26 |
| | | WT-35 | 10:08 AM | PL | 1 | 11.56 | 0 | 0 | 27 |
| | | WT-27 | 10:14 AM | PL | 1 | 11.56 | 0 | 0 | 28 |
| | | H-28 | 10:19 AM | PL | 0 | 0 | 1 | 0 | 29 |
| | | CBA-402 | 10:21 AM | PL | 0 | 0 | 1 | 0 | 30 |
| | | KT01 | 10:21 AM | PL | 1 | 11.56 | 0 | 0 | 31 |
| | | H-95 | 10:24 AM | PL | 0 | 0 | 1 | 0 | 32 |
| | | H-32 | 10:26 AM | PL | 0 | 0 | 1 | 0 | 33 |
| | | H-37 | 10:26 AM | PL | 0 | 0 | 1 | 0 | 34 |
| | | KT02 | 10:38 AM | PL | 1 | 11.56 | 0 | 0 | 35 |
| | | WT-32 | 10:53 AM | PL | 1 | 11.56 | 0 | 0 | 36 |
| | | WT-20 | 11:01 AM | PL | 1 | 11.56 | 0 | 0 | 37 |
| | | H-38 | 11:01 AM | PL | 0 | 0 | 1 | 0 | 38 |
| | | WT-26 | 11:11 AM | PL | 1 | 11.56 | 0 | 0 | 39 |
| | | WT-15 | 11:14 AM | PL | 1 | 11.56 | 0 | 0 | 40 |
| | | WT-33 | 11:22 AM | PL | 1 | 11.56 | 0 | 0 | 41 |
| | | WT-34 | 11:32 AM | PL | 1 | 11.56 | 0 | 0 | 42 |
| | | H-28 | 11:32 AM | PL | 0 | 0 | 1 | 0 | 43 |
| | | WT-35 | 11:34 AM | PL | 1 | 11.56 | 0 | 0 | 44 |
| | | H-37 | 11:38 AM | PL | 0 | 0 | 1 | 0 | 45 |
| | | H-32 | 11:40 AM | PL | 0 | 0 | 1 | 0 | 46 |
| | | CBA-402 | 11:42 AM | PL | 0 | 0 | 1 | 0 | 47 |
| | | WT-27 | 11:47 AM | PL | 1 | 11.56 | 0 | 0 | 48 |
| 1 | 3/17/2025 | KT02 | 12:11 PM | PL | 1 | 11.56 | 0 | 0 | 49 |
| | | KT01 | 12:11 PM | PL | 1 | 11.56 | 0 | 0 | 50 |
| | | H-38 | 12:16 PM | PL | 0 | 0 | 1 | 0 | 51 |
| | | WT-32 | 12:21 PM | PL | 1 | 11.56 | 0 | 0 | 52 |
| | | WT-20 | 12:28 PM | PL | 1 | 11.56 | 0 | 0 | 53 |
| | | WT-26 | 12:31 PM | PL | 1 | 11.56 | 0 | 0 | 54 |
| | | WT-15 | 12:34 PM | PL | 1 | 11.56 | 0 | 0 | 55 |
| | | WT-33 | 12:47 PM | PL | 1 | 11.56 | 0 | 0 | 56 |
| | | H-32 | 12:49 PM | PL | 0 | 0 | 1 | 0 | 57 |
| | | H-37 | 12:49 PM | PL | 0 | 0 | 1 | 0 | 58 |
| | | WT-34 | 12:51 PM | PL | 1 | 11.56 | 0 | 0 | 59 |
| | | WT-35 | 1:03 PM | PL | 1 | 11.56 | 0 | 0 | 60 |
| | | CBA-402 | 1:19 PM | PL | 0 | 0 | 1 | 0 | 61 |
| | | WT-27 | 1:30 PM | PL | 1 | 11.56 | 0 | 0 | 62 |
| | | H-38 | 1:30 PM | PL | 0 | 0 | 1 | 0 | 63 |
| | | H-28 | 1:35 PM | PL | 0 | 0 | 1 | 0 | 64 |
| | | WT-32 | 1:50 PM | PL | 1 | 11.56 | 0 | 0 | 65 |
| | | WT-26 | 1:55 PM | PL | 1 | 11.56 | 0 | 0 | 66 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| | | KT02 | 2:00 PM | PL | 1 | 11.56 | 0 | 0 | 67 |
| | | KT01 | 2:00 PM | PL | 1 | 11.56 | 0 | 0 | 68 |
| | | WT-20 | 2:05 PM | PL | 1 | 11.56 | 0 | 0 | 69 |
| | | H-32 | 2:05 PM | PL | 0 | 0 | 1 | 0 | 70 |
| | | WT-15 | 2:10 PM | PL | 1 | 11.56 | 0 | 0 | 71 |
| | | H-37 | 2:30 PM | PL | 0 | 0 | 1 | 0 | 72 |
| | | WT-34 | 2:35 PM | PL | 1 | 11.56 | 0 | 0 | 73 |
| | | H-38 | 2:40 PM | PL | 0 | 0 | 1 | 0 | 74 |
| | | WT-35 | 2:45 PM | PL | 1 | 11.56 | 0 | 0 | 75 |
| | | WT-33 | 2:55 PM | PL | 1 | 11.56 | 0 | 0 | 76 |
| | | H-28 | 2:45 PM | PL | 0 | 0 | 1 | 0 | 77 |
| | | CBA-402 | 2:45 PM | PL | 0 | 0 | 1 | 0 | 78 |
| | | WT-27 | 2:58 PM | PL | 1 | 11.56 | 0 | 0 | 79 |
| | | H-85 | 3:05 PM | PL | 0 | 0 | 1 | 0 | 80 |
| | | H-32 | 3:10 PM | PL | 0 | 0 | 1 | 0 | 81 |
| | | WT-32 | 3:16 PM | PL | 1 | 11.56 | 0 | 0 | 82 |
| | | WT-26 | 3:20 PM | PL | 1 | 11.56 | 0 | 0 | 83 |
| | | KT02 | 3:32 PM | PL | 1 | 11.56 | 0 | 0 | 84 |
| | | KT01 | 3:32 PM | PL | 1 | 11.56 | 0 | 0 | 85 |
| | | H-37 | 3:35 PM | PL | 0 | 0 | 1 | 0 | 86 |
| | | WT-15 | 3:45 PM | PL | 1 | 11.56 | 0 | 0 | 87 |
| | | WT-20 | 3:50 PM | PL | 1 | 11.56 | 0 | 0 | 88 |
| | | H-95 | 4:00 PM | PL | 0 | 0 | 1 | 0 | 89 |
| | | H-28 | 4:01 PM | PL | 0 | 0 | 1 | 0 | 90 |
| | | WT-34 | 4:02 PM | PL | 1 | 11.56 | 0 | 0 | 91 |
| | | WT-35 | 4:11 PM | PL | 1 | 11.56 | 0 | 0 | 92 |
| | | H-38 | 4:25 PM | PL | 0 | 0 | 1 | 0 | 93 |
| | | CBA-402 | 4:26 PM | PL | 0 | 0 | 1 | 0 | 94 |
| | | H-85 | 4:27 PM | PL | 0 | 0 | 1 | 0 | 95 |
| | | H-32 | 4:28 PM | PL | 0 | 0 | 1 | 0 | 96 |
| | | WT-27 | 4:52 PM | PL | 1 | 11.56 | 0 | 0 | 97 |
| | | H-37 | 4:54 PM | PL | 0 | 0 | 1 | 0 | 98 |
| Week 4, Day 1 TOTALS | | | | | 51 | 589.69 | 47 | 0 | |
| 2 | 3/18/2025 | 0 | LP had company wide meetings | | 0 | 0 | 0 | 0 | |
| Week 4, Day 2 TOTALS | | | | | 0 | 0 | 0 | 0 | |
| | | WT-27 | 7:37 AM | PL | 1 | 11.5626 | 0 | 0 | 1 |
| | | WT-35 | 7:40 AM | PL | 1 | 11.5626 | 0 | 0 | 2 |
| | | WT-34 | 7:45 AM | PL | 1 | 11.5626 | 0 | 0 | 3 |
| | | WT-15 | 7:48 AM | PL | 1 | 11.5626 | 0 | 0 | 4 |
| | | WT-26 | 7:51 AM | PL | 1 | 11.5626 | 0 | 0 | 5 |
| | | WT-22 | 7:55 AM | PL | 1 | 11.5626 | 0 | 0 | 6 |
| | | KT01 | 8:00 AM | PL | 1 | 11.5626 | 0 | 0 | 7 |
| | | KT02 | 8:05 AM | PL | 1 | 11.5626 | 0 | 0 | 8 |
| | | WT-33 | 8:10 AM | PL | 1 | 11.5626 | 0 | 0 | 9 |
| | | WT-39 | 8:15 AM | PL | 1 | 11.5626 | 0 | 0 | 10 |
| | | WT-27 | 9:19 AM | BP | 0 | 0 | 0 | 1 | 11 |
| | | WT-35 | 9:19 AM | PL | 1 | 11.5626 | 0 | 0 | 12 |
| | | 550 | 9:28 AM | BP | 0 | 0 | 0 | 1 | 13 |
| | | WT-22 | 9:52 AM | BP | 0 | 0 | 0 | 1 | 14 |
| | | WT-27 | 10:10 AM | BP | 0 | 0 | 0 | 1 | 15 |
| | | H-40 | 10:25 AM | BP | 0 | 0 | 0 | 1 | 16 |
| | | WT-35 | 10:32 AM | BP | 0 | 0 | 0 | 1 | 17 |
| | | WT-34 | 10:32 AM | BP | 0 | 0 | 0 | 1 | 18 |
| | | 550 | 10:34 AM | BP | 0 | 0 | 0 | 1 | 19 |
| | | WT-39 | 10:34 AM | BP | 0 | 0 | 0 | 1 | 20 |
| | | WT-33 | 10:35 AM | BP | 0 | 0 | 0 | 1 | 21 |
| | | KT02 | 10:40 AM | BP | 0 | 0 | 0 | 1 | 22 |
| | | KT01 | 10:40 AM | BP | 0 | 0 | 0 | 1 | 23 |
| | | WT-22 | 10:47 AM | BP | 0 | 0 | 0 | 1 | 24 |
| | | WT-27 | 10:53 AM | BP | 0 | 0 | 0 | 1 | 25 |
| | | H-35 | 10:55 AM | BP | 0 | 0 | 0 | 1 | 26 |
| | | WT-26 | 10:58 AM | BP | 0 | 0 | 0 | 1 | 27 |
| | | WT-35 | 11:24 AM | BP | 0 | 0 | 0 | 1 | 28 |
| | | WT-34 | 11:25 AM | BP | 0 | 0 | 0 | 1 | 29 |
| | | WT-33 | 11:32 AM | BP | 0 | 0 | 0 | 1 | 30 |
| | | WT-39 | 11:32 AM | BP | 0 | 0 | 0 | 1 | 31 |
| 3 | 3/19/2025 | 550 | 11:37 AM | BP | 0 | 0 | 0 | 1 | 32 |
| | | H-38 | 11:39 AM | BP | 0 | 0 | 0 | 1 | 33 |
| | | WT-22 | 11:43 AM | BP | 0 | 0 | 0 | 1 | 34 |
| | | H-87 | 11:45 AM | BP | 0 | 0 | 0 | 1 | 35 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| | | H-35 | 11:50 AM | BP | 0 | 0 | 0 | 1 | 36 |
| | | WT-26 | 11:53 AM | BP | 0 | 0 | 0 | 1 | 37 |
| | | WT-27 | 11:58 AM | BP | 0 | 0 | 0 | 1 | 38 |
| | | KT02 | 12:18 PM | BP | 0 | 0 | 0 | 1 | 39 |
| | | KT01 | 12:18 PM | BP | 0 | 0 | 0 | 1 | 40 |
| | | WT-39 | 12:27 PM | BP | 0 | 0 | 0 | 1 | 42 |
| | | H-28 | 12:30 PM | BP | 0 | 0 | 0 | 1 | 43 |
| | | WT-33 | 12:31 PM | BP | 0 | 0 | 0 | 1 | 44 |
| | | WT-22 | 12:35 PM | BP | 0 | 0 | 0 | 1 | 45 |
| | | H-87 | 12:35 PM | BP | 0 | 0 | 0 | 1 | 46 |
| | | WT-17 | 12:35 PM | BP | 0 | 0 | 0 | 1 | 47 |
| | | WT-34 | 12:37 PM | BP | 0 | 0 | 0 | 1 | 48 |
| | | WT-35 | 12:43 PM | BP | 0 | 0 | 0 | 1 | 49 |
| | | 550 | 12:44 PM | BP | 0 | 0 | 0 | 1 | 50 |
| | | WT-26 | 12:45 PM | BP | 0 | 0 | 0 | 1 | 51 |
| | | WT-27 | 12:53 PM | BP | 0 | 0 | 0 | 1 | 52 |
| | | KT01 | 12:54 PM | PL | 1 | 11.5626 | 0 | 0 | 53 |
| | | KT02 | 12:54 PM | PL | 1 | 11.5626 | 0 | 0 | 54 |
| | | WT-33 | 1:50 PM | BP | 0 | 0 | 0 | 1 | 55 |
| | | WT-26 | 1:54 PM | PL | 0 | 0 | 1 | 0 | 56 |
| | | WT-35 | 1:56 PM | PL | 0 | 0 | 1 | 0 | 57 |
| | | WT-34 | 2:11 PM | PL | 0 | 0 | 1 | 0 | 58 |
| | | WT-17 | 2:20 PM | PL | 0 | 0 | 1 | 0 | 59 |
| | | WT-27 | 2:20 PM | PL | 0 | 0 | 1 | 0 | 60 |
| | | WT-22 | 2:37 PM | PL | 0 | 0 | 1 | 0 | 61 |
| | | WT-39 | 2:45 PM | PL | 0 | 0 | 1 | 0 | 62 |
| | | KT01 | 2:53 PM | PL | 0 | 0 | 1 | 0 | 63 |
| | | KT02 | 2:53 PM | PL | 0 | 0 | 1 | 0 | 64 |
| Week 4, Day 3 TOTALS | | | | | 13 | 150.31 | 9 | 41 | |
| | | WT-26 | 7:40 AM | PL | 0 | 0 | 1 | 0 | 1 |
| | | WT-22 | 7:55 AM | PL | 0 | 0 | 1 | 0 | 2 |
| | | WT-27 | 7:57 AM | PL | 0 | 0 | 1 | 0 | 3 |
| | | WT-34 | 8:00 AM | PL | 0 | 0 | 1 | 0 | 4 |
| | | WT-35 | 8:00 AM | PL | 0 | 0 | 1 | 0 | 5 |
| | | WT-33 | 8:10 AM | PL | 0 | 0 | 1 | 0 | 6 |
| | | WT-26 | 8:35 AM | PL | 1 | 11.5626 | 0 | 0 | 7 |
| | | WT-27 | 8:40 AM | PL | 1 | 11.5626 | 0 | 0 | 8 |
| | | WT-22 | 8:50 AM | PL | 1 | 11.5626 | 0 | 0 | 9 |
| | | WT-34 | 9:05 AM | PL | 1 | 11.5626 | 0 | 0 | 10 |
| | | WT-38 | 9:10 AM | PL | 1 | 11.5626 | 0 | 0 | 11 |
| | | WT-39 | 9:21 AM | PL | 1 | 11.5626 | 0 | 0 | 12 |
| | | WT-33 | 9:25 AM | PL | 1 | 11.5626 | 0 | 0 | 13 |
| | | KT02 | 9:28 AM | PL | 1 | 11.5626 | 0 | 0 | 14 |
| | | KT01 | 9:34 AM | PL | 1 | 11.5626 | 0 | 0 | 15 |
| | | WT-22 | 10:20 AM | PL | 1 | 11.5626 | 0 | 0 | 16 |
| | | WT-38 | 10:42 AM | PL | 1 | 11.5626 | 0 | 0 | 17 |
| | | WT-34 | 10:47 AM | PL | 1 | 11.5626 | 0 | 0 | 18 |
| | | WT-35 | 10:47 AM | PL | 1 | 11.5626 | 0 | 0 | 19 |
| | | WT-26 | 11:08 AM | PL | 1 | 11.5626 | 1 | 0 | 20 |
| | | WT-27 | 11:08 AM | PL | 1 | 11.5626 | 1 | 0 | 21 |
| 4 | 3/20/2025 | WT-39 | 11:58 AM | PL | 1 | 11.5626 | 1 | 0 | 22 |
| | | KT02 | 12:06 PM | PL | 1 | 11.5626 | 1 | 0 | 23 |
| | | KT01 | 12:06 PM | Pl | 1 | 11.5626 | 1 | 0 | 24 |
| | | WT-38 | 12:21 PM | PL | 1 | 11.5626 | 0 | 0 | 25 |
| | | WT-22 | 12:30 PM | PL | 1 | 11.5626 | 0 | 0 | 26 |
| | | WT-35 | 12:35 PM | PL | 1 | 11.5626 | 0 | 0 | 27 |
| | | WT-26 | 12:40 PM | PL | 1 | 11.5626 | 0 | 0 | 28 |
| | | WT-34 | 12:55 PM | PL | 1 | 11.5626 | 0 | 0 | 29 |
| | | WT-33 | 1:00 PM | PL | 1 | 11.5626 | 0 | 0 | 30 |
| | | WT-27 | 1:04 PM | PL | 1 | 11.5626 | 0 | 0 | 31 |
| | | WT-39 | 1:42 PM | PL | 1 | 11.5626 | 0 | 0 | 32 |
| | | WT-26 | 2:10 PM | PL | 1 | 11.5626 | 0 | 0 | 33 |
| | | WT-34 | 2:20 PM | PL | 1 | 11.5626 | 0 | 0 | 34 |
| | | WT-33 | 2:31 PM | PL | 1 | 11.5626 | 0 | 0 | 35 |
| | | WT-27 | 2:33 PM | PL | 1 | 11.5626 | 0 | 0 | 36 |
| | | WT-38 | 2:42 PM | PL | 0 | 0 | 1 | 0 | 37 |
| | | WT-35 | 2:57 PM | PL | 0 | 0 | 1 | 0 | 38 |
| | | WT-22 | 3:00 PM | PL | 1 | 11.5626 | 1 | 0 | 39 |
| | | KT02 | 3:05 PM | PL | 0 | 0 | 1 | 0 | 40 |
| | | KT01 | 3:05 PM | PL | 0 | 0 | 1 | 0 | 41 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| | | WT-26 | 3:10 PM | PL | 1 | 11.5626 | 0 | 0 | 42 |
| | | WT-39 | 3:10 PM | PL | 1 | 11.5626 | 0 | 0 | 43 |
| Week 4, Day 4 TOTALS | | | | | 33 | 381.57 | 16 | 0 | |
| | | WT-22 | 8:00 AM | PL | 1 | 11.5626 | 0 | 0 | 1 |
| | | WT-15 | 8:10 AM | PL | 1 | 11.5626 | 0 | 0 | 2 |
| | | WT-26 | 8:10 AM | PL | 1 | 11.5626 | 0 | 0 | 3 |
| | | WT-34 | 8:15 AM | PL | 1 | 11.5626 | 0 | 0 | 4 |
| | | KT02 | 8:22 AM | PL | 1 | 11.5626 | 0 | 0 | 5 |
| | | KT01 | 8:27 AM | PL | 1 | 11.5626 | 0 | 0 | 6 |
| | | WT-39 | 8:30 AM | PL | 1 | 11.5626 | 0 | 0 | 7 |
| | | WT-27 | 9:30 AM | PL | 1 | 11.5626 | 0 | 0 | 8 |
| | | WT-22 | 10:12 AM | PL | 1 | 11.5626 | 1 | 0 | 9 |
| | | WT-26 | 10:13 AM | PL | 1 | 11.5626 | 1 | 0 | 10 |
| | | WT-34 | 10:27 AM | PL | 1 | 11.5626 | 1 | 0 | 11 |
| | | WT-15 | 10:34 AM | PL | 1 | 11.5626 | 1 | 0 | 12 |
| | | WT-35 | 10:42 AM | PL | 1 | 11.5626 | 1 | 0 | 13 |
| | | WT-39 | 11:06 AM | PL | 1 | 11.5626 | 1 | 0 | 14 |
| | | WT-27 | 11:11 AM | PL | 1 | 11.5626 | 0 | 0 | 15 |
| | | KT02 | 11:11 AM | PL | 1 | 11.5626 | 1 | 0 | 16 |
| | | KT01 | 11:11 AM | PL | 1 | 11.5626 | 1 | 0 | 17 |
| | | WT-22 | 11:36 AM | PL | 1 | 11.5626 | 0 | 0 | 18 |
| | | WT-26 | 11:39 AM | PL | 1 | 11.5626 | 0 | 0 | 19 |
| | | KC-48 | 11:42 AM | PL | 0 | 0 | 1 | 0 | 20 |
| | | KC-43 | 11:42 AM | PL | 0 | 0 | 1 | 0 | 21 |
| | | KC-44 | 11:45 AM | PL | 0 | 0 | 1 | 0 | 22 |
| | | KC-50 | 11:45 AM | PL | 0 | 0 | 1 | 0 | 23 |
| | | WT-15 | 12:26 PM | PL | 1 | 11.5626 | 0 | 0 | 24 |
| | | KT02 | 12:44 PM | PL | 1 | 11.5626 | 0 | 0 | 25 |
| | | KT01 | 12:44 PM | PL | 1 | 11.5626 | 0 | 0 | 26 |
| | | KC-43 | 12:49 PM | PL | 0 | 0 | 1 | 0 | 27 |
| | | KC-48 | 12:50 PM | PL | 0 | 0 | 1 | 0 | 28 |
| | | WT-39 | 12:56 PM | PL | 1 | 11.5626 | 0 | 0 | 29 |
| | | WT-27 | 12:58 PM | PL | 1 | 11.5626 | 0 | 0 | 30 |
| 5 | 3/21/2025 | KC-50 | 1:00 PM | PL | 0 | 0 | 1 | 0 | 31 |
| | | KC-44 | 1:00 PM | PL | 0 | 0 | 1 | 0 | 32 |
| | | WT-34 | 1:01 PM | PL | 1 | 11.5626 | 1 | 0 | 33 |
| | | WT-35 | 1:07 PM | PL | 1 | 11.5626 | 1 | 0 | 34 |
| | | KC-44 | 1:49 PM | PL | 0 | 0 | 1 | 0 | 35 |
| | | KC-48 | 1:56 PM | PL | 0 | 0 | 1 | 0 | 36 |
| | | KC-43 | 1:56 PM | PL | 0 | 0 | 1 | 0 | 37 |
| | | WT-22 | 1:51 PM | PL | 1 | 11.5626 | 0 | 0 | 38 |
| | | KC-44 | 2:20 PM | PL | 0 | 0 | 1 | 0 | 39 |
| | | KC-50 | 2:20 PM | PL | 0 | 0 | 1 | 0 | 40 |
| | | KT02 | 2:20 PM | PL | 1 | 11.5626 | 0 | 0 | 41 |
| | | KT01 | 2:20 PM | PL | 1 | 11.5626 | 0 | 0 | 42 |
| | | WT-27 | 2:22 PM | PL | 1 | 11.5626 | 0 | 0 | 43 |
| | | H-26 | 2:27 PM | PL | 0 | 0 | 1 | 0 | 44 |
| | | WT-39 | 2:35 PM | PL | 1 | 11.5626 | 0 | 0 | 45 |
| | | H-36 | 2:45 PM | PL | 0 | 0 | 1 | 0 | 46 |
| | | WT-26 | 2:48 PM | PL | 1 | 11.5626 | 0 | 0 | 47 |
| | | WT-34 | 2:56 PM | PL | 1 | 11.5626 | 0 | 0 | 48 |
| | | WT-35 | 2:56 PM | PL | 1 | 11.5626 | 0 | 0 | 49 |
| | | KC-43 | 3:04 PM | PL | 0 | 0 | 1 | 0 | 50 |
| | | KC-48 | 3:04 PM | PL | 0 | 0 | 1 | 0 | 51 |
| | | KC-50 | 3:35 PM | PL | 0 | 0 | 1 | 0 | 52 |
| | | KC-44 | 3:38 PM | PL | 0 | 0 | 1 | 0 | 53 |
| | | KT02 | 3:55 PM | PL | 1 | 11.5626 | 0 | 0 | 54 |
| | | KT01 | 3:55 PM | PL | 1 | 11.5626 | 0 | 0 | 55 |
| | | WT-27 | 3:58 PM | PL | 1 | 11.5626 | 0 | 0 | 56 |
| | | WT-26 | 3:58 PM | PL | 1 | 11.5626 | 0 | 0 | 57 |
| | | WT-39 | 4:08 PM | PL | 1 | 11.5626 | 0 | 0 | 58 |
| | | KC-48 | 4:19 PM | PL | 0 | 0 | 1 | 0 | 59 |
| | | KC-43 | 4:22 PM | PL | 0 | 0 | 1 | 0 | 60 |
| | | KC-50 | 4:53 PM | PL | 0 | 0 | 1 | 0 | 61 |
| | | KC-44 | 4:53 PM | PL | 0 | 0 | 1 | 0 | 62 |
| Week 4, Day 5 TOTALS | | | | | 39 | 450.94 | 33 | 0 | |
| | | WT-22 | 7:20 AM | PL | 1 | 11.5626 | 0 | 0 | 1 |
| | | WT-28 | 7:28 AM | PL | 1 | 11.5626 | 0 | 0 | 2 |
| | | WT-16 | 7:32 AM | PL | 1 | 11.5626 | 0 | 0 | 3 |
| | | WT-24 | 7:40 AM | PL | 1 | 11.5626 | 0 | 0 | 4 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| 6 | 3/22/2025 | WT-26 | 7:45 AM | PL | 1 | 11.5626 | 0 | 0 | 5 |
| | | KT02 | 7:50 AM | PL | 1 | 11.5626 | 0 | 0 | 6 |
| | | KT01 | 7:55 AM | PL | 1 | 11.5626 | 0 | 0 | 7 |
| | | WT-18 | 8:20 AM | PL | 1 | 11.5626 | 0 | 0 | 8 |
| | | WT-32 | 8:40 AM | PL | 1 | 11.5626 | 0 | 0 | 9 |
| | | WT-36 | 8:45 AM | PL | 1 | 11.5626 | 0 | 0 | 10 |
| | | WT-28 | 8:50 AM | PL | 1 | 11.5626 | 0 | 0 | 11 |
| | | WT-16 | 8:55 AM | PL | 1 | 11.5626 | 0 | 0 | 12 |
| | | WT-24 | 8:56 AM | PL | 1 | 11.5626 | 0 | 0 | 13 |
| | | WT-19 | 9:00 AM | PL | 1 | 11.5626 | 0 | 0 | 14 |
| | | KT02 | 9:07 AM | PL | 1 | 11.5626 | 0 | 0 | 15 |
| | | KT01 | 9:14 AM | PL | 1 | 11.5626 | 0 | 0 | 16 |
| | | WT-26 | 9:18 AM | PL | 1 | 11.5626 | 0 | 0 | 17 |
| | | WT-33 | 9:35 AM | PL | 1 | 11.5626 | 0 | 0 | 18 |
| | | WT-36 | 9:40 AM | PL | 1 | 11.5626 | 0 | 0 | 19 |
| | | WT-28 | 9:45 AM | PL | 1 | 11.5626 | 0 | 0 | 20 |
| | | WT-32 | 9:50 AM | PL | 1 | 11.5626 | 0 | 0 | 21 |
| | | WT-19 | 9:55 AM | PL | 1 | 11.5626 | 0 | 0 | 22 |
| | | WT-18 | 10:00 AM | PL | 1 | 11.5626 | 0 | 0 | 23 |
| | | WT-24 | 10:05 AM | PL | 1 | 11.5626 | 0 | 0 | 24 |
| | | KT02 | 10:15 AM | PL | 1 | 11.5626 | 0 | 0 | 25 |
| | | KT01 | 10:15 AM | PL | 1 | 11.5626 | 0 | 0 | 26 |
| | | WT-16 | 10:20 AM | PL | 1 | 11.5626 | 0 | 0 | 27 |
| | | WT-33 | 10:25 AM | PL | 1 | 11.5626 | 0 | 0 | 28 |
| | | WT-36 | 10:30 AM | PL | 1 | 11.5626 | 0 | 0 | 29 |
| | | WT-28 | 10:50 AM | PL | 1 | 11.5626 | 0 | 0 | 30 |
| | | WT-16 | 11:05 AM | PL | 1 | 11.5626 | 0 | 0 | 31 |
| | | WT-24 | 11:10 AM | PL | 1 | 11.5626 | 0 | 0 | 32 |
| | | WT-33 | 11:20 AM | PL | 1 | 11.5626 | 0 | 0 | 33 |
| | | WT-36 | 11:30 AM | PL | 1 | 11.5626 | 0 | 0 | 34 |
| | | KT02 | 11:35 AM | PL | 1 | 11.5626 | 0 | 0 | 35 |
| | | KT01 | 11:40 AM | PL | 1 | 11.5626 | 0 | 0 | 36 |
| | | WT-32 | 11:50 AM | PL | 1 | 11.5626 | 0 | 0 | 37 |
| | | WT-28 | 12:00 PM | PL | 1 | 11.5626 | 0 | 0 | 38 |
| | | WT-26 | 12:05 PM | PL | 1 | 11.5626 | 0 | 0 | 39 |
| | | WT-16 | 12:15 PM | PL | 1 | 11.5626 | 0 | 0 | 40 |
| | | WT-19 | 12:20 PM | PL | 1 | 11.5626 | 0 | 0 | 41 |
| | | KT02 | 12:50 PM | PL | 1 | 11.5626 | 0 | 0 | 42 |
| | | KT01 | 12:50 PM | PL | 1 | 11.5626 | 0 | 0 | 43 |
| | | WT-18 | 1:20 PM | PL | 1 | 11.5626 | 0 | 0 | 44 |
| | | WT-19 | 1:30 PM | PL | 1 | 11.5626 | 0 | 0 | 45 |
| | | WT-28 | 1:40 PM | PL | 1 | 11.5626 | 0 | 0 | 46 |
| | | WT-26 | 1:45 PM | Basement | 1 | 11.5626 | 0 | 0 | 47 |
| | | KT02 | 1:50 PM | PL | 1 | 11.5626 | 0 | 0 | 48 |
| | | KT01 | 1:50 PM | PL | 1 | 11.5626 | 0 | 0 | 49 |
| Week 4, Day 6 TOTALS | | | | | 49 | 566.57 | 0 | 0 | |

*Basement / Topsoil areas not included in quantities above.

*CY (export/haul off) per load is an average. Reference summary sheet for totals. CY in each load varies based on wet/dry soil, etc.

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| | | WT-35 | 7:30 AM | PL | 0 | 0 | 1 | 0 | 1 |
| | | WT-38 | 7:35 AM | PL | 0 | 0 | 1 | 0 | 2 |
| | | WT-34 | 7:40 AM | PL | 0 | 0 | 1 | 0 | 3 |
| | | WT-37 | 7:40 AM | PL | 0 | 0 | 1 | 0 | 4 |
| | | KT02 | 7:45 AM | PL | 0 | 0 | 1 | 0 | 5 |
| | | KT01 | 7:50 AM | PL | 0 | 0 | 1 | 0 | 6 |
| | | WT-39 | 8:45 AM | PL | 0 | 0 | 1 | 0 | 7 |
| | | WT-37 | 9:19 AM | PL | 0 | 0 | 1 | 0 | 8 |
| | | WT-34 | 9:21 AM | PL | 0 | 0 | 1 | 0 | 9 |
| | | WT-35 | 9:22 AM | PL | 0 | 0 | 1 | 0 | 10 |
| | | WT-38 | 9:26 AM | PL | 0 | 0 | 1 | 0 | 11 |
| | | KT02 | 9:28 AM | PL | 0 | 0 | 1 | 0 | 12 |
| | | KT01 | 9:28 AM | PL | 0 | 0 | 1 | 0 | 13 |
| | | WT-39 | 9:56 AM | PL | 0 | 0 | 1 | 0 | 14 |
| | | WT-37 | 10:17 AM | PL | 0 | 0 | 1 | 0 | 15 |
| | | WT-34 | 10:22 AM | PL | 0 | 0 | 1 | 0 | 16 |
| | | WT-35 | 10:29 AM | PL | 0 | 0 | 1 | 0 | 17 |
| | | WT-38 | 10:29 AM | PL | 0 | 0 | 1 | 0 | 18 |
| | | KT02 | 10:42 AM | PL | 0 | 0 | 1 | 0 | 19 |
| | | KT01 | 10:42 AM | PL | 0 | 0 | 1 | 0 | 20 |
| | | WT-39 | 11:22 AM | PL | 0 | 0 | 1 | 0 | 21 |
| | | WT-34 | 11:26 AM | PL | 0 | 0 | 1 | 0 | 22 |
| | | WT-37 | 11:28 AM | PL | 0 | 0 | 1 | 0 | 23 |
| | | WT-35 | 11:33 AM | PL | 0 | 0 | 1 | 0 | 24 |
| 1 | 3/24/2025 | WT-38 | 11:37 AM | PL | 1 | 11.5626 | 1 | 0 | 25 |
| | | KT02 | 11:48 AM | PL | 0 | 0 | 1 | 0 | 26 |
| | | KT01 | 11:48 AM | PL | 0 | 0 | 1 | 0 | 27 |
| | | WT-34 | 12:33 PM | PL | 1 | 11.5626 | 1 | 0 | 28 |
| | | WT-27 | 12:33 PM | PL | 0 | 0 | 1 | 0 | 29 |
| | | WT-35 | 12:41 PM | PL | 1 | 11.5626 | 1 | 0 | 30 |
| | | WT-39 | 12:53 PM | PL | 1 | 11.5626 | 1 | 0 | 31 |
| | | KT02 | 12:53 PM | PL | 0 | 0 | 1 | 0 | 32 |
| | | KT01 | 12:53 PM | PL | 0 | 0 | 1 | 0 | 33 |
| | | WT-37 | 1:45 PM | PL | 1 | 11.5626 | 1 | 0 | 34 |
| | | WT-38 | 2:00 PM | PL | 1 | 11.5626 | 1 | 0 | 35 |
| | | WT-39 | 2:12 PM | PL | 1 | 11.5626 | 1 | 0 | 36 |
| | | KT02 | 2:19 PM | PL | 0 | 0 | 1 | 0 | 37 |
| | | KT01 | 2:19 PM | PL | 0 | 0 | 1 | 0 | 38 |
| | | WT-35 | 3:14 PM | PL | 0 | 0 | 1 | 0 | 39 |
| | | WT-34 | 3:19 PM | PL | 0 | 0 | 1 | 0 | 40 |
| | | KT02 | 3:41 PM | PL | 0 | 0 | 0 | 1 | 41 |
| | | KT01 | 3:41 PM | PL | 0 | 0 | 0 | 1 | 42 |
| | | WT-37 | 3:45 PM | PL | 0 | 0 | 1 | 0 | 43 |
| | | WT-35 | 4:11 PM | PL | 0 | 0 | 0 | 1 | 44 |
| | | WT-34 | 4:11 PM | PL | 0 | 0 | 0 | 1 | 45 |
| | | WT-38 | 4:18 PM | PL | 0 | 0 | 0 | 1 | 46 |
| | | WT-39 | 4:50 PM | PL | 0 | 0 | 0 | 1 | 47 |
| | | KT02 | 5:06 PM | PL | 0 | 0 | 0 | 1 | 48 |
| | | KT01 | 5:06 PM | PL | 0 | 0 | 0 | 1 | 49 |
| Week 5, Day 1 TOTALS | | | | | 7 | 80.94 | 41 | 8 | |
| | | WT-37 | 7:45 AM | PL | 0 | 0 | 0 | 1 | 1 |
| | | WT-38 | 8:03 AM | PL | 0 | 0 | 0 | 1 | 2 |
| | | WT-39 | 8:05 AM | PL | 0 | 0 | 0 | 1 | 3 |
| | | WT-37 | 8:30 AM | PL | 0 | 0 | 0 | 1 | 4 |
| | | KT02 | 8:40 AM | PL | 0 | 0 | 0 | 1 | 5 |
| | | KT01 | 8:40 AM | PL | 0 | 0 | 0 | 1 | 6 |
| | | WT-39 | 8:55 AM | PL | 0 | 0 | 0 | 1 | 7 |
| | | WT-37 | 9:09 AM | PL | 0 | 0 | 0 | 1 | 8 |
| | | WT-38 | 9:10 AM | PL | 0 | 0 | 0 | 1 | 9 |
| | | WT-37 | 9:44 AM | PL | 0 | 0 | 0 | 1 | 10 |
| | | WT-39 | 9:47 AM | PL | 0 | 0 | 0 | 1 | 11 |
| | | WT-38 | 9:52 AM | PL | 0 | 0 | 0 | 1 | 12 |
| | | KT02 | 9:52 AM | PL | 0 | 0 | 1 | 0 | 13 |
| | | KT01 | 9:52 AM | PL | 0 | 0 | 1 | 0 | 14 |
| | | WT-37 | 10:18 AM | PL | 0 | 0 | 0 | 1 | 15 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| 2 | 3/25/2025 | WT-39 | 10:28 AM | PL | 0 | 0 | 0 | 1 | 16 |
| | | WT-38 | 10:32 AM | PL | 0 | 0 | 0 | 1 | 17 |
| | | WT-37 | 10:52 AM | PL | 0 | 0 | 0 | 1 | 18 |
| | | KT02 | 10:59 AM | PL | 0 | 0 | 1 | 0 | 19 |
| | | KT01 | 10:59 AM | PL | 0 | 0 | 1 | 0 | 20 |
| | | WT-39 | 11:09 AM | PL | 0 | 0 | 0 | 1 | 21 |
| | | WT-38 | 11:15 AM | PL | 0 | 0 | 0 | 1 | 22 |
| | | WT-37 | 11:31 AM | PL | 0 | 0 | 0 | 1 | 23 |
| | | WT-39 | 11:53 AM | PL | 0 | 0 | 0 | 1 | 24 |
| | | WT-38 | 11:54 AM | PL | 0 | 0 | 0 | 1 | 25 |
| | | KT02 | 11:56 AM | PL | 0 | 0 | 0 | 1 | 26 |
| | | KT01 | 11:56 AM | PL | 0 | 0 | 0 | 1 | 27 |
| | | WT-37 | 12:08 PM | PL | 0 | 0 | 0 | 1 | 28 |
| | | WT-37 | 12:49 PM | PL | 0 | 0 | 0 | 1 | 29 |
| | | WT-38 | 12:53 PM | PL | 0 | 0 | 0 | 1 | 30 |
| | | WT-39 | 12:55 PM | PL | 0 | 0 | 0 | 1 | 31 |
| | | KT01 | 1:04 PM | PL | 0 | 0 | 0 | 1 | 32 |
| | | KT02 | 1:05 PM | PL | 0 | 0 | 0 | 1 | 33 |
| | | KT02 | 1:50 PM | PL | 0 | 0 | 0 | 1 | 34 |
| | | KT01 | 1:54 PM | PL | 0 | 0 | 0 | 1 | 35 |
| | | WT-37 | 2:01 PM | PL | 0 | 0 | 1 | 0 | 36 |
| | | WT-38 | 2:08 PM | PL | 0 | 0 | 1 | 0 | 37 |
| | | WT-39 | 2:27 PM | PL | 0 | 0 | 0 | 1 | 38 |
| | | KT02 | 2:30 PM | PL | 0 | 0 | 0 | 1 | 39 |
| | | KT01 | 2:30 PM | PL | 0 | 0 | 0 | 1 | 40 |
| | | WT-37 | 2:45 PM | PL | 0 | 0 | 0 | 1 | 41 |
| | | WT-38 | 2:54 PM | PL | 0 | 0 | 0 | 1 | 42 |
| | | WT-39 | 3:08 PM | PL | 0 | 0 | 0 | 1 | 43 |
| | | KT01 | 3:16 PM | PL | 0 | 0 | 0 | 1 | 44 |
| | | KT02 | 3:20 PM | PL | 0 | 0 | 0 | 1 | 45 |
| | | WT-37 | 3:23 PM | PL | 0 | 0 | 0 | 1 | 46 |
| | | WT-38 | 3:42 PM | PL | 0 | 0 | 0 | 1 | 47 |
| | | WT-39 | 3:59 PM | PL | 0 | 0 | 0 | 1 | 48 |
| | | KT01 | 4:03 PM | PL | 0 | 0 | 0 | 1 | 49 |
| | | KT02 | 4:06 PM | PL | 0 | 0 | 0 | 1 | 50 |
| | | WT-37 | 4:12 PM | PL | 0 | 0 | 0 | 1 | 51 |
| | | WT-38 | 4:32 PM | PL | 0 | 0 | 0 | 1 | 52 |
| | | KT01 | 4:55 PM | PL | 0 | 0 | 0 | 1 | 53 |
| | | KT02 | 4:58 PM | PL | 0 | 0 | 0 | 1 | 54 |
| | | WT-39 | 4:58 PM | PL | 0 | 0 | 0 | 1 | 55 |
| Week 5, Day 2 TOTALS | | | | | 0 | 0 | 6 | 49 | |
| | | WT-35 | 7:30 AM | PL | 0 | 0 | 0 | 1 | 1 |
| | | WT-32 | 7:35 AM | PL | 0 | 0 | 0 | 1 | 2 |
| | | WT-38 | 7:40 AM | PL | 0 | 0 | 0 | 1 | 3 |
| | | WT-34 | 7:45 AM | PL | 0 | 0 | 0 | 1 | 4 |
| | | WT-35 | 7:50 AM | PL | 0 | 0 | 0 | 1 | 5 |
| | | WT-32 | 8:00 AM | PL | 0 | 0 | 0 | 1 | 6 |
| | | WT-38 | 8:05 AM | PL | 0 | 0 | 0 | 1 | 7 |
| | | WT-34 | 8:15 AM | PL/Basement | 0 | 0 | 0 | 1 | 8 |
| | | WT-28 | 8:20 AM | PL/Basement | 0 | 0 | 0 | 1 | 9 |
| | | WT-35 | 8:30 AM | PL/Basement | 0 | 0 | 0 | 1 | 10 |
| | | KT02 | 8:45 AM | PL/Basement | 0 | 0 | 1 | 0 | 11 |
| | | KT01 | 8:45 AM | PL/Basement | 0 | 0 | 1 | 0 | 12 |
| | | WT-32 | 8:50 AM | PL/Basement | 0 | 0 | 0 | 1 | 13 |
| | | WT-39 | 8:55 AM | PL/Basement | 0 | 0 | 0 | 1 | 14 |
| | | WT-38 | 9:48 AM | Basement | 0 | 0 | 0 | 0 | 15 |
| | | WT-34 | 9:55 AM | Basement | 0 | 0 | 0 | 0 | 16 |
| | | WT-35 | 9:56 AM | Basement | 0 | 0 | 0 | 0 | 17 |
| | | KT01 | 10:11 AM | Basement | 0 | 0 | 0 | 0 | 18 |
| | | KT02 | 10:11 AM | Basement | 0 | 0 | 0 | 0 | 19 |
| | | WT-32 | 10:16 AM | Basement | 0 | 0 | 0 | 0 | 20 |
| | | WT-39 | 10:28 AM | Basement | 0 | 0 | 0 | 0 | 21 |
| | | WT-38 | 11:28 AM | PL | 0 | 0 | 0 | 1 | 22 |
| | | WT-34 | 11:35 AM | PL | 0 | 0 | 0 | 1 | 23 |
| | | WT-35 | 11:38 AM | PL | 0 | 0 | 0 | 1 | 24 |
| | | KT02 | 12:01 PM | PL | 0 | 0 | 0 | 1 | 25 |
| | | KT01 | 12:03 PM | PL | 0 | 0 | 0 | 1 | 26 |
| | | WT-39 | 12:13 PM | PL/Basement | 0 | 0 | 0 | 1 | 27 |
| | | WT-38 | 12:17 PM | PL/Basement | 0 | 0 | 0 | 1 | 28 |
| | | WT-34 | 12:20 PM | PL/Basement | 0 | 0 | 0 | 1 | 29 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| 3 | 3/26/2025 | WT-35 | 12:24 PM | PL/Basement | 0 | 0 | 0 | 1 | 30 |
| | | KT02 | 12:48 PM | PL | 0 | 0 | 0 | 1 | 31 |
| | | KT01 | 1:02 PM | PL | 0 | 0 | 0 | 1 | 32 |
| | | WT-52 | 1:15 PM | PL | 0 | 0 | 0 | 1 | 33 |
| | | KT02 | 1:30 PM | PL | 0 | 0 | 0 | 1 | 34 |
| | | KT01 | 1:42 PM | PL | 0 | 0 | 0 | 1 | 35 |
| | | WT-34 | 1:50 PM | PL | 0 | 0 | 0 | 1 | 36 |
| | | WT-32 | 1:58 PM | PL | 0 | 0 | 0 | 1 | 37 |
| | | WT-38 | 2:11 PM | PL | 0 | 0 | 0 | 1 | 38 |
| | | KT02 | 2:25 PM | PL | 0 | 0 | 0 | 1 | 39 |
| | | WT-35 | 2:29 PM | PL | 0 | 0 | 0 | 1 | 40 |
| | | KT01 | 2:31 PM | PL | 0 | 0 | 0 | 1 | 41 |
| | | WT-39 | 2:36 PM | PL | 0 | 0 | 0 | 1 | 42 |
| | | WT-34 | 2:43 PM | PL | 0 | 0 | 0 | 1 | 43 |
| | | WT-32 | 2:43 PM | PL | 0 | 0 | 0 | 1 | 44 |
| | | WT-38 | 2:59 PM | PL | 0 | 0 | 0 | 1 | 45 |
| | | KT02 | 3:08 PM | PL | 0 | 0 | 0 | 1 | 46 |
| | | WT-35 | 3:11 PM | PL | 0 | 0 | 0 | 1 | 47 |
| | | KT01 | 3:11 PM | PL | 0 | 0 | 0 | 1 | 48 |
| | | WT-39 | 3:19 PM | PL | 0 | 0 | 0 | 1 | 49 |
| | | WT-32 | 3:29 PM | PL | 0 | 0 | 0 | 1 | 50 |
| | | WT-34 | 3:38 PM | PL | 0 | 0 | 0 | 1 | 51 |
| | | WT-38 | 3:53 PM | PL | 0 | 0 | 0 | 1 | 52 |
| | | KT02 | 3:56 PM | PL | 0 | 0 | 0 | 1 | 53 |
| | | KT01 | 3:59 PM | PL | 0 | 0 | 0 | 1 | 54 |
| | | WT-38 | 4:02 PM | PL | 0 | 0 | 0 | 1 | 55 |
| | | WT-35 | 4:05 PM | PL | 0 | 0 | 0 | 1 | 56 |
| | | WT-39 | 4:11 PM | PL | 0 | 0 | 0 | 1 | 57 |
| | | WT-32 | 4:31 PM | PL | 0 | 0 | 0 | 1 | 58 |
| | | WT-34 | 4:37 PM | PL | 0 | 0 | 0 | 1 | 59 |
| Week 5, Day 3 TOTALS | | | | | 0 | 0 | 2 | 50 | |
| | | WT-34 | 7:45 AM | PL | 0 | 0 | 0 | 1 | 1 |
| | | WT-35 | 8:00 AM | PL | 0 | 0 | 0 | 1 | 2 |
| | | WT-33 | 8:20 AM | PL | 0 | 0 | 0 | 1 | 3 |
| | | WT-32 | 8:45 AM | PL | 0 | 0 | 0 | 1 | 4 |
| | | WT-33 | 9:03 AM | PL | 0 | 0 | 0 | 1 | 5 |
| | | KT01 | 9:12 AM | PL | 0 | 0 | 0 | 1 | 6 |
| | | WT-34 | 9:15 AM | PL | 0 | 0 | 0 | 1 | 7 |
| | | KT02 | 9:16 AM | PL | 0 | 0 | 0 | 1 | 8 |
| | | WT-35 | 9:20 AM | PL | 0 | 0 | 0 | 1 | 9 |
| | | WT-32 | 9:21 AM | PL | 0 | 0 | 0 | 1 | 10 |
| | | WT-33 | 9:51 AM | PL | 0 | 0 | 0 | 1 | 11 |
| | | KT01 | 9:56 AM | PL | 0 | 0 | 0 | 1 | 12 |
| | | KT02 | 10:06 AM | PL | 0 | 0 | 0 | 1 | 13 |
| | | WT-35 | 10:10 AM | PL | 0 | 0 | 0 | 1 | 14 |
| | | WT-32 | 10:11 AM | PL | 0 | 0 | 0 | 1 | 15 |
| | | WT-33 | 10:38 AM | PL | 0 | 0 | 0 | 1 | 16 |
| | | KT01 | 10:38 AM | PL | 0 | 0 | 0 | 1 | 17 |
| | | WT-34 | 10:40 AM | PL | 0 | 0 | 0 | 1 | 18 |
| | | KT02 | 10:45 AM | PL | 0 | 0 | 0 | 1 | 19 |
| | | WT-32 | 10:56 AM | PL | 0 | 0 | 0 | 1 | 20 |
| | | WT-35 | 10:57 AM | PL | 0 | 0 | 0 | 1 | 21 |
| | | WT-19 | 10:57 AM | PL | 0 | 0 | 0 | 1 | 22 |
| | | WT-34 | 11:31 AM | PL | 0 | 0 | 0 | 1 | 23 |
| | | KT01 | 11:37 AM | PL | 0 | 0 | 0 | 1 | 24 |
| | | KT02 | 11:38 AM | PL | 0 | 0 | 0 | 1 | 25 |
| | | WT-33 | 11:45 AM | PL | 0 | 0 | 0 | 1 | 26 |
| | | WT-35 | 11:49 AM | PL | 0 | 0 | 0 | 1 | 27 |
| | | WT-32 | 11:58 AM | PL | 0 | 0 | 0 | 1 | 28 |
| | | WT-20 | 12:04 PM | PL | 0 | 0 | 0 | 1 | 29 |
| | | WT-19 | 12:06 PM | PL | 0 | 0 | 0 | 1 | 30 |
| | | WT-34 | 12:10 PM | PL | 0 | 0 | 0 | 1 | 31 |
| 4 | 3/27/2025 | KT02 | 12:25 PM | PL | 0 | 0 | 0 | 1 | 32 |
| | | WT-16 | 12:33 PM | PL | 0 | 0 | 0 | 1 | 33 |
| | | WT-35 | 12:44 PM | PL | 0 | 0 | 0 | 1 | 34 |
| | | WT-32 | 12:45 PM | PL | 0 | 0 | 0 | 1 | 35 |
| | | WT-20 | 12:53 PM | PL | 0 | 0 | 0 | 1 | 36 |
| | | WT-34 | 12:55 PM | PL | 0 | 0 | 0 | 1 | 37 |
| | | WT-19 | 1:03 PM | PL | 0 | 0 | 0 | 1 | 38 |
| | | KT02 | 1:10 PM | PL | 0 | 0 | 0 | 1 | 39 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| | | KT01 | 1:10 PM | PL | 0 | 0 | 0 | 1 | 40 |
| | | WT-33 | 1:15 PM | PL | 0 | 0 | 0 | 1 | 41 |
| | | WT-16 | 1:23 PM | PL | 0 | 0 | 0 | 1 | 42 |
| | | WT-35 | 1:27 PM | PL | 0 | 0 | 0 | 1 | 43 |
| | | WT-20 | 1:36 PM | PL | 0 | 0 | 0 | 1 | 44 |
| | | WT-32 | 1:44 PM | PL | 0 | 0 | 0 | 1 | 45 |
| | | WT-19 | 1:55 PM | PL | 0 | 0 | 0 | 1 | 46 |
| | | KT01 | 1:58 PM | PL | 0 | 0 | 0 | 1 | 47 |
| | | KT02 | 2:00 PM | PL | 0 | 0 | 0 | 1 | 48 |
| | | WT-16 | 2:18 PM | PL | 0 | 0 | 0 | 1 | 49 |
| | | WT-34 | 2:20 PM | PL | 0 | 0 | 0 | 1 | 50 |
| | | WT-33 | 2:28 PM | PL | 0 | 0 | 0 | 1 | 51 |
| | | WT-35 | 2:29 PM | PL | 0 | 0 | 0 | 1 | 52 |
| | | WT-20 | 2:33 PM | PL | 0 | 0 | 0 | 1 | 53 |
| | | WT-32 | 2:35 PM | PL | 0 | 0 | 0 | 1 | 54 |
| | | KT01 | 2:47 PM | PL | 0 | 0 | 0 | 1 | 55 |
| | | KT02 | 2:54 PM | PL | 0 | 0 | 0 | 1 | 56 |
| | | WT-16 | 3:13 PM | PL | 0 | 0 | 0 | 1 | 57 |
| | | WT-32 | 3:38 PM | PL | 0 | 0 | 0 | 1 | 58 |
| | | KT02 | 4:00 PM | PL | 0 | 0 | 0 | 1 | 59 |
| | | WT-16 | 4:02 PM | PL | 0 | 0 | 0 | 1 | 60 |
| | | WT-20 | 4:08 PM | PL | 0 | 0 | 0 | 1 | 61 |
| | | WT-32 | 4:42 PM | PL | 0 | 0 | 0 | 1 | 62 |
| | | WT-16 | 5:01 PM | PL | 0 | 0 | 0 | 1 | 63 |
| | | WT-19 | 5:24 PM | PL | 0 | 0 | 0 | 1 | 64 |
| Week 5, Day 4 TOTALS | | | | | 0 | 0 | 0 | 64 | |
| | | WT-35 | 7:40 AM | PL | 0 | 0 | 0 | 1 | 1 |
| | | WT-24 | 7:45 AM | PL | 0 | 0 | 0 | 1 | 2 |
| | | WT-32 | 7:55 AM | PL | 0 | 0 | 0 | 1 | 3 |
| | | KT01 | 8:00 AM | PL | 0 | 0 | 0 | 1 | 4 |
| | | KT02 | 8:05 AM | PL | 0 | 0 | 0 | 1 | 5 |
| | | WT-34 | 8:15 AM | PL | 0 | 0 | 0 | 1 | 6 |
| | | WT-35 | 8:25 AM | PL | 0 | 0 | 0 | 1 | 7 |
| | | WT-24 | 8:30 AM | PL | 0 | 0 | 0 | 1 | 8 |
| | | WT-32 | 8:45 AM | PL | 0 | 0 | 0 | 1 | 9 |
| | | KT01 | 9:03 AM | PL | 0 | 0 | 0 | 1 | 10 |
| | | KT02 | 9:11 AM | PL | 0 | 0 | 0 | 1 | 11 |
| | | WT-34 | 9:14 AM | PL | 0 | 0 | 0 | 1 | 12 |
| | | WT-32 | 9:21 AM | PL | 0 | 0 | 0 | 1 | 13 |
| | | WT-24 | 9:31 AM | PL | 0 | 0 | 0 | 1 | 14 |
| | | KT01 | 9:52 AM | PL | 0 | 0 | 0 | 1 | 15 |
| | | KT02 | 9:55 AM | PL | 0 | 0 | 0 | 1 | 16 |
| | | WT-34 | 10:01 AM | PL | 0 | 0 | 0 | 1 | 17 |
| | | WT-35 | 10:10 AM | PL | 0 | 0 | 0 | 1 | 18 |
| | | WT-32 | 10:13 AM | PL | 0 | 0 | 0 | 1 | 19 |
| | | WT-24 | 10:26 AM | PL | 0 | 0 | 0 | 1 | 20 |
| | | KT01 | 10:36 AM | PL | 0 | 0 | 0 | 1 | 21 |
| | | KT02 | 10:48 AM | PL | 0 | 0 | 0 | 1 | 22 |
| | | WT-35 | 11:04 AM | PL | 0 | 0 | 0 | 1 | 23 |
| | | WT-32 | 11:10 AM | PL | 0 | 0 | 0 | 1 | 24 |
| | | WT-34 | 11:15 AM | PL | 0 | 0 | 0 | 1 | 25 |
| | | WT-24 | 11:19 AM | PL | 0 | 0 | 0 | 1 | 26 |
| | | KT01 | 11:22 AM | PL | 0 | 0 | 0 | 1 | 27 |
| | | KT02 | 11:28 AM | PL | 0 | 0 | 0 | 1 | 28 |
| | | WT-35 | 11:44 AM | PL | 0 | 0 | 0 | 1 | 29 |
| | | WT-32 | 11:58 AM | PL | 0 | 0 | 0 | 1 | 30 |
| | | WT-34 | 12:05 PM | PL | 0 | 0 | 0 | 1 | 31 |
| 5 | 3/28/2025 | WT-24 | 12:13 PM | PL | 0 | 0 | 0 | 1 | 32 |
| | | KT01 | 12:16 PM | PL | 0 | 0 | 0 | 1 | 33 |
| | | KT02 | 12:18 PM | PL | 0 | 0 | 0 | 1 | 34 |
| | | WT-35 | 12:28 PM | PL | 0 | 0 | 0 | 1 | 35 |
| | | WT-32 | 12:45 PM | PL | 0 | 0 | 0 | 1 | 36 |
| | | WT-24 | 12:50 PM | PL | 0 | 0 | 0 | 1 | 37 |
| | | WT-34 | 12:55 PM | PL | 0 | 0 | 0 | 1 | 38 |
| | | KT01 | 1:10 PM | PL | 0 | 0 | 0 | 1 | 39 |
| | | KT02 | 1:20 PM | PL | 0 | 0 | 0 | 1 | 40 |
| | | WT-35 | 1:30 PM | PL | 0 | 0 | 0 | 1 | 41 |
| | | WT-32 | 1:40 PM | PL | 0 | 0 | 0 | 1 | 42 |
| | | WT-24 | 1:48 PM | PL | 0 | 0 | 0 | 1 | 43 |
| | | WT-34 | 1:51 PM | PL | 0 | 0 | 0 | 1 | 44 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| | | KT01 | 1:51 PM | PL | 0 | 0 | 0 | 1 | 45 |
| | | KT02 | 1:56 PM | PL | 0 | 0 | 0 | 1 | 46 |
| | | WT-35 | 2:18 PM | PL | 0 | 0 | 0 | 1 | 47 |
| | | WT-32 | 2:23 PM | PL | 0 | 0 | 0 | 1 | 48 |
| | | WT-24 | 2:28 PM | PL | 0 | 0 | 0 | 1 | 49 |
| | | WT-34 | 2:33 PM | PL | 0 | 0 | 0 | 1 | 50 |
| | | KT01 | 2:38 PM | PL | 0 | 0 | 0 | 1 | 51 |
| | | KT02 | 2:41 PM | PL | 0 | 0 | 0 | 1 | 52 |
| | | WT-35 | 3:08 PM | PL | 0 | 0 | 0 | 1 | 53 |
| | | WT-24 | 3:16 PM | PL | 0 | 0 | 0 | 1 | 54 |
| | | WT-32 | 3:26 PM | PL | 0 | 0 | 0 | 1 | 55 |
| | | KT01 | 3:29 PM | PL | 0 | 0 | 0 | 1 | 56 |
| | | KT02 | 3:31 PM | PL | 0 | 0 | 0 | 1 | 57 |
| | | WT-35 | 4:01 PM | PL | 0 | 0 | 0 | 1 | 58 |
| | | Wt-24 | 4:03PM | PL | 0 | 0 | 0 | 1 | 59 |
| | | WT-34 | 4:09 PM | PL | 0 | 0 | 0 | 1 | 60 |
| | | WT-32 | 4:25 PM | PL | 0 | 0 | 0 | 1 | 61 |
| | | KT01 | 4:26 PM | PL | 0 | 0 | 0 | 1 | 62 |
| | | KT01 | 4:26 PM | PL | 0 | 0 | 0 | 1 | 63 |
| | | WT-35 | 4:36 PM | PL | 0 | 0 | 0 | 1 | 64 |
| Week 5, Day 5 TOTALS | | | | | 0 | 0 | 0 | 64 | |

*Basement / Topsoil areas not included in quantities above.

*CY (export/haul off) per load is an average. Reference summary sheet for totals. CY in each load varies based on wet/dry soil, etc.

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| 1 | 3/31/2025 | WT-37 | 8:00 AM | PL | 0 | 0 | 0 | 1 | 1 |
| | | WT-35 | 8:10 AM | PL | 0 | 0 | 0 | 1 | 2 |
| | | WT-34 | 8:11 AM | PL | 0 | 0 | 0 | 1 | 3 |
| | | WT-26 | 8:12 AM | PL | 0 | 0 | 0 | 1 | 4 |
| | | WT-32 | 8:15 AM | PL | 0 | 0 | 0 | 1 | 5 |
| | | WT-38 | 8:20 AM | PL | 0 | 0 | 0 | 1 | 6 |
| | | WT-20 | 8:25 AM | PL | 0 | 0 | 0 | 1 | 7 |
| | | WT-36 | 8:27 AM | PL | 0 | 0 | 0 | 1 | 8 |
| | | KT02 | 8:30 AM | PL | 0 | 0 | 0 | 1 | 9 |
| | | KT01 | 8:35 AM | PL | 0 | 0 | 0 | 1 | 10 |
| | | WT-37 | 8:36 AM | PL | 0 | 0 | 0 | 1 | 11 |
| | | WT-35 | 8:50 AM | PL | 0 | 0 | 0 | 1 | 12 |
| | | WT-34 | 8:52 AM | PL | 0 | 0 | 0 | 1 | 13 |
| | | WT-26 | 8:55 AM | PL | 0 | 0 | 0 | 1 | 14 |
| | | WT-32 | 8:59 AM | PL | 0 | 0 | 0 | 1 | 15 |
| | | WT-38 | 9:01 AM | PL | 0 | 0 | 0 | 1 | 16 |
| | | WT-36 | 9:04 AM | PL | 0 | 0 | 0 | 1 | 17 |
| | | WT-20 | 9:11 AM | PL | 0 | 0 | 0 | 1 | 18 |
| | | KT02 | 9:14 AM | PL | 0 | 0 | 0 | 1 | 19 |
| | | KT01 | 9:15 AM | PL | 0 | 0 | 0 | 1 | 20 |
| | | WT-37 | 9:19 AM | PL | 0 | 0 | 0 | 1 | 21 |
| | | WT-35 | 9:34 AM | Top Soil Berm/PL | 0 | 0 | 0 | 1 | 22 |
| | | WT-26 | 9:36 AM | Top Soil Berm/PL | 0 | 0 | 0 | 1 | 23 |
| | | WT-34 | 9:39 AM | Top Soil Berm/PL | 0 | 0 | 0 | 1 | 24 |
| | | WT-32 | 9:45 AM | Top Soil Berm/PL | 0 | 0 | 0 | 1 | 25 |
| | | WT-38 | 9:45 AM | Top Soil Berm/PL | 0 | 0 | 0 | 1 | 26 |
| | | WT-36 | 9:50 AM | Top Soil Berm/PL | 0 | 0 | 0 | 1 | 27 |
| | | KT02 | 9:59 AM | Top Soil Berm/PL | 0 | 0 | 0 | 1 | 28 |
| | | KT01 | 10:00 AM | Top Soil Berm/PL | 0 | 0 | 0 | 1 | 29 |
| | | WT-37 | 10:06 AM | Top Soil Berm/PL | 0 | 0 | 0 | 1 | 30 |
| | | WT-20 | 10:08 AM | Top Soil Berm/PL | 0 | 0 | 0 | 1 | 31 |
| | | WT-35 | 10:58 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 32 |
| | | WT-26 | 10:59 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 33 |
| | | WT-34 | 11:03 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 34 |
| | | WT-32 | 11:18 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 35 |
| | | WT-38 | 11:21 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 36 |
| | | KT02 | 11:33 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 37 |
| | | KT01 | 11:33 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 38 |
| | | WT-36 | 11:45 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 39 |
| | | WT-37 | 11:49 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 40 |
| | | WT-20 | 11:58 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 41 |
| | | WT-35 | 12:23 PM | Top Soil Berm | 0 | 0 | 0 | 0 | 42 |
| | | WT-26 | 12:23 PM | Top Soil Berm | 0 | 0 | 0 | 0 | 43 |
| | | WT-34 | 12:30 PM | Top Soil Berm | 0 | 0 | 0 | 0 | 44 |
| | | WT-32 | 12:50 PM | Top Soil Berm | 0 | 0 | 0 | 0 | 45 |
| | | WT-38 | 1:00 PM | Top Soil Berm | 0 | 0 | 0 | 0 | 46 |
| | | KT01 | 1:15 PM | Top Soil Berm | 0 | 0 | 0 | 0 | 47 |
| | | WT-36 | 1:30 PM | Top Soil Berm | 0 | 0 | 0 | 0 | 48 |
| | | WT-26 | 1:50 PM | Top Soil Berm | 0 | 0 | 0 | 0 | 49 |
| | | WT-20 | 1:50 PM | Top Soil Berm | 0 | 0 | 0 | 0 | 50 |
| | | KT02 | 1:50 PM | Top Soil Berm | 0 | 0 | 0 | 0 | 51 |
| Week 6, Day 1 TOTALS | | | | | 0 | 0 | 0 | 31 | |
| | | KT02 | 7:30 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 1 |
| | | KT01 | 7:35 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 2 |
| | | WT-35 | 7:50 AM | PL | 0 | 0 | 0 | 1 | 3 |
| | | WT-34 | 8:03 AM | PL | 0 | 0 | 0 | 1 | 4 |
| | | WT-32 | 8:12 AM | PL | 0 | 0 | 0 | 1 | 5 |
| | | WT-36 | 8:23 AM | PL | 0 | 0 | 0 | 1 | 6 |
| | | WT-26 | 8:30 AM | PL | 0 | 0 | 0 | 1 | 7 |
| | | WT-38 | 8:35 AM | PL | 0 | 0 | 0 | 1 | |
| | | WT-39 | 8:37 AM | PL | 0 | 0 | 0 | 1 | |
| | | WT-37 | 8:38 AM | PL | 0 | 0 | 0 | 1 | 8 |
| | | WT-20 | 8:48 AM | Top Soil Berm | 0 | 0 | 0 | 1 | 9 |
| | | KT02 | 9:16 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 10 |
| | | KT01 | 9:16 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 11 |
| | | WT-34 | 9:33 AM | Top Soil Berm | 0 | 0 | 0 | 0 | 12 |

| Week | | Truck Number | Time | Area (BP / PL) | Quantity | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Export (Loads) | Export (CY) | Stone (Loads) | DGA(Loads) | |
| 2 | 4/1/2025 | WT-37 | 9:41 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 13 |
| | | WT-32 | 9:43 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 14 |
| | | WT-36 | 9:46 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 15 |
| | | WT-26 | 9:46 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 16 |
| | | WT-35 | 9:49 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 17 |
| | | WT-20 | 10:31 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 18 |
| | | WT-38 | 10:34 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 19 |
| | | KT01 | 10:40 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 20 |
| | | KT02 | 10:40 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 21 |
| | | WT-34 | 10:51 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 22 |
| | | WT-32 | 10:58 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 23 |
| | | WT-36 | 10:59 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 24 |
| | | WT-26 | 11:00 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 25 |
| | | WT-35 | 11:12 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 26 |
| | | WT-39 | 11:18 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 27 |
| | | WT-37 | 11:26 AM | Top Spoil Berm | 0 | 0 | 0 | 0 | 28 |
| | | KT02 | 12:04 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 29 |
| | | KT01 | 12:04 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 30 |
| | | WT-34 | 12:12 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 31 |
| | | WT-26 | 12:14 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 32 |
| | | WT-20 | 12:21 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 33 |
| | | WT-35 | 12:26 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 34 |
| | | WT-36 | 12:30 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 35 |
| | | WT-32 | 12:31 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 36 |
| | | WT-38 | 12:31 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 37 |
| | | WT-37 | 12:39 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 38 |
| | | WT-34 | 1:26 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 39 |
| | | WT-26 | 1:28 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 40 |
| | | KT01 | 1:42 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 41 |
| | | KT02 | 1:45 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 42 |
| | | WT-20 | 1:48 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 43 |
| | | WT-35 | 1:50 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 44 |
| | | WT-39 | 1:55 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 45 |
| | | WT-36 | 1:58 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 46 |
| | | WT-37 | 2:00 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 47 |
| | | WT-34 | 2:50 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 48 |
| | | WT-26 | 2:50 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 49 |
| | | WT-32 | 2:57 PM | Top Spoil Berm | 0 | 0 | 1 | 0 | 50 |
| | | WT-38 | 3:03 PM | Top Spoil Berm | 0 | 0 | 1 | 0 | 51 |
| | | KT01 | 3:08 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 52 |
| | | KT02 | 3:08 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 53 |
| | | WT-20 | 3:14 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 54 |
| | | WT-35 | 3:16 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 55 |
| | | WT-37 | 3:22 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 56 |
| | | WT-36 | 3:32 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 57 |
| | | WT-39 | 3:37 PM | Top Spoil Berm | 0 | 0 | 0 | 0 | 58 |
| Week 6, Day 2 TOTALS | | | | | 0 | 0 | 2 | 9 | |

*Basement / Topsoil areas not included in quantities above.

*CY (export/haul off) per load is an average. Reference summary sheet for totals. CY in each load varies based on wet/dry soil, etc.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 3 TO THE AGREEMENT WITH CALHOUN CONSTRUCTION SERVICES, INC., FOR THE NEW SENIOR AND THERAPEUTIC CENTER PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $1,132,447.13, FROM $15,428,572.78 TO $16,561,019.91.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 3, which is attached hereto and incorporated herein by reference, to the Agreement with Calhoun Construction Services, Inc., for the New Senior and Therapeutic Center Project, increasing the contract price by the sum of $1,132,447.13, from $15,428,572.78 to $16,561,019.91.

Section 2 – That an amount, not to exceed the sum of $1,132,447.13, be and hereby is approved for payment to Calhoun Construction Services, Inc., from account # 2615-606102-90511, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0439-25:GET: 4927-5921-0815, v. 1

RESOLUTION NO. 233 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 3 TO THE AGREEMENT WITH CALHOUN CONSTRUCTION SERVICES, INC., FOR THE NEW SENIOR AND THERAPEUTIC CENTER PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $1,132,447.13, FROM $15,428,572.78 TO $16,561,019.91.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 3, which is attached hereto and incorporated herein by reference, to the Agreement with Calhoun Construction Services, Inc., for the New Senior and Therapeutic Center Project, increasing the contract price by the sum of $1,132,447.13, from $15,428,572.78 to $16,561,019.91.

Section 2 – That an amount, not to exceed the sum of $1,132,447.13, be and hereby is approved for payment to Calhoun Construction Services, Inc., from account # 2615-606102-90511, 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: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0439-25:GET: 4927-5921-0815, v. 1

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

**File Number: 0446-25**

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0446-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | | **In Control:** | Urban County Council |
| | | | | **File Created:** | 04/28/2025 |
| **File Name:** | Granicus Short Term Rental Solution for Revenue | | | **Final Action:** | 06/12/2025 |

**Title:** A Resolution amending Resolution No. 190-2024 to authorize the Chief Information Officer, or her designee, to execute any documents related to the Agreement with Granicus, LLC for Short-Term Rental Tracking and Monitoring Software and authorizing payment of $60,176.37 in FY 2025 and increases up to ten percent (10%) annually thereafter, subject to sufficient funds being appropriated in future fiscal years. [Div. of Computer Services, Stewart]

**Notes:**

**Sponsors:**

**Enactment Date:** 06/12/2025

**Attachments:** Granicus STR Legistar Memorandum, Granicus Short Term Rental Solution for Revenue General-Subscription-and-Services-Agreement, KY_Lexington-Fayette Urban County KY_Q-419813_2025APR22, RESO 446-25 Amend Reso 190-2024 4934-7799-5846 v.1.docx, R-249-2025

**Enactment Number:** R-249-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Camille Brann

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 06/12/2025 | | |
| 1 | Urban County Council | 06/12/2025 | Approved | | | | Pass |

### Text of Legislative File 0446-25

**Title**

A Resolution amending Resolution No. 190-2024 to authorize the Chief Information Officer, or her designee, to execute any documents related to the Agreement with Granicus, LLC for

Short-Term Rental Tracking and Monitoring Software and authorizing payment of $60,176.37 in FY 2025 and increases up to ten percent (10%) annually thereafter, subject to sufficient funds being appropriated in future fiscal years. [Div. of Computer Services, Stewart]

**Summary**

Authorization to amend Section 1 of Resolution 190-2024, pertaining to an Agreement with Granicus, LLC for Short-Term Rental Tracking and Monitoring software for the Division of Revenue, to authorize the Mayor or the Chief Information Officer as her designee to execute any future documents necessary for the operation, support, or maintenance of the software; and amend Section 2 to permit payments for annual renewals to increase by no more than ten percent (10%) over the prior year's fees. At a cost of $60,176.37 for FY 25. Funds are Budgeted. (L0446-35)(Stewart/Rodgers)

Budgetary Implications [select]: **Yes**

Advance Document Review:

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

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

Fully Budgeted [select]: **Yes**

Account Number: 1101-202505-0001-76102

This Fiscal Year Impact: $60,176.37

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $110,267.17

MAYOR LINDA GORTON

LEXINGTON

LIZ RODGERS
CHIEF INFORMATION OFFICER

TO: Linda Gorton, Mayor

Honorable Members, Urban County Council

FROM: Liz Rodgers, Chief Information Officer

DATE: April 28, 2025

SUBJECT: Annual renewal of STR tracking & monitoring software

---

Request:
Amend Section 1 of Resolution 190-2024, pertaining to an Agreement with Granicus, LLC for Short-Term Rental Tracking and Monitoring software for the Division of Revenue, to likewise authorize the Mayor or the Chief Information Officer as her designee to execute any future documents necessary for the continued operation, support, or maintenance of the same, subject to the appropriation of sufficient funds; and amend Section 2 to permit payments for annual renewals to increase by no more than ten percent (10%) over the prior year's fees, pursuant to the terms of the Agreement.

Purpose:
Unless terminated per agreed terms and conditions, the agreement will automatically renew at an annually increasing cost not to exceed ten percent (10%) over the prior year's fees.

Budgetary Implication:

Cost for FY25 is $60,176.37 with fees projected to increase 10% each subsequent year.

Are the funds budgeted? Yes

Account String(s):

1101-202505-0001-76102

File Number: 0446-25

Director/Commissioner: Stewart/Rodgers

GRANICUS

**Subscription and Services Agreement**
**US/Canada**

This Subscription and Services Agreement ("**Agreement**") is effective as of the date an Order or SOW (as defined below) commences that references this Agreement (**"Effective Date"**), and is a contract between the party procuring Granicus Products and/or Services named in the Order or SOW ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company for those Clients located in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients located in Canada ("**Granicus**").

**1. Definitions.** For the purpose of this Agreement, the following terms have the corresponding definitions:

**"Content"** means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products by Client or on Client's behalf. Content expressly excludes Granicus Data;

**"Deliverable(s)"** means any computer software, and related written documentation, reports or materials developed by Granicus as part of a Services engagement;

**"Granicus Data"** means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies;

**"IP Rights"** means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

**"Order"** means a binding proposal, written order, or purchasing document setting forth the Products made available to Client under the terms of this Agreement either directly with Granicus or through an authorized third party reseller;

**"Products"** means the: (i) online or cloud subscription services; (ii) on premise software; (iii) embedded software; and (iv) Granicus Data, licensed to Client, and hardware components purchased by Client under this Agreement, as applicable and as set forth in the Order or SOW;

**"Services"** means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW; and

**"SOW"** means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

**2. Intellectual Property Ownership and Use Rights.**

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products and Granicus Data. Client and its authorized users have no right, title or interest in the Products or Granicus Data other than the license rights expressly granted herein. All rights not expressly granted herein are reserved by Granicus and its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products and Granicus Data can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or

tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iii) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(iv) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(v) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

**3. Term; Termination.**

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the **"Termination Date"**), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Subscription Term**. The annual term for all Products licensed to Client on a subscription basis begins upon the Effective Date of the applicable Order and are based on subscription term and not actual usage. Products licensed on a subscription basis are deemed delivered upon Initial Availability. Initial Availability of a Product means the earlier of: (i) the issuance of a user name and password to Client to access the Product; (ii) the provision of the Product in its hosted environment on behalf of Client by Granicus technical personnel; or (iii) access to the Product by Granicus or third-party services personnel in order to commence configuration or implementation Services on behalf of Client.

e) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

f) **Non-Appropriation**. Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal

Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

g) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

h) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

**4. Fees; Payment.**

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual or subscription fees are due upfront at the beginning of each annual Term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Absent any specific billing frequency, Client will pay fees for Services on a monthly basis in arrears for time and materials engagements, or milestone basis as billed upon delivery of each milestone. GXG Services are billed up front annually prior to the then-current term. Hardware will be invoiced to Client upon shipment. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within the payment period, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages**. For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers. Payment for such overages must be made in the then-current term unless otherwise agreed to by the parties in writing.

g) **Resellers.** If Client has entered into a separate agreement with an authorized distributor or reseller of Products and/or Services, the terms of such third-party agreement will supersede conflicting terms contained herein solely as they relate to payment schedules and pricing as negotiated between Client and the reseller.

**5. Client Responsibilities.**

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's

offices for Services performed onsite. Services delayed or unable to be performed due to lack of Client cooperation or communication will be deemed delivered and no refunds will be issued for such services.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f) **Use of Messaging Services**. Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

**6. Support.** Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

**7. Representations; Warranties; Disclaimers.**

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus ' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) reperformance of the non-conforming Services for a breach of the warranty in Section 7.b.(ii), provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

**8. Services.**

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

**9. Confidentiality**. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

**10. Indemnification.**

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

**11. Limitation of Liability.**

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS OR GRANICUS' RESELLER, AS APPLICABLE, IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS ($5,000).

**12. General.**

**a) Force Majeure.** With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Client are as set forth in the Order or SOW, for Granicus as follows:

| **Granicus** |
|---|
| Contracts |
| 1152 15th Street NW, Suite 800<br>Washington DC 20005 |
| 1-800-314-0147 |
| contracts@granicus.com |

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

j) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations including all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

k) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

l) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

m) **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

n) **Anti-Corruption**. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

**13. Governing Law**. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

**14. Entire Agreement**. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of this Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable. Inconsistencies between documents will be resolved in the following order: (I) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus'

response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. This Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

# Granicus Budgetary Proposal for Lexington-Fayette Urban County, KY

## ORDER DETAILS

| | |
|---|---|
| **Prepared By:** | Mark Miller |
| **Phone:** | |
| **Email:** | mark.miller@granicus.com |
| **Order #:** | Q-419813 |
| **Prepared On:** | 22 Apr 2025 |
| **Expires On:** | 13 May 2025 |

## ORDER TERMS

| | |
|---|---|
| **Currency:** | USD |
| **Payment Terms:** | Net 30 (Payments for subscriptions are due at the beginning of the period of performance.) |
| **Current Subscription End Date:** | 13 May 2025 |
| **Initial Order Term End Date:** | 30 Jun 2026 |
| **Period of Performance:** | 14 May 2025 - 30 Jun 2026 |

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Renewing Subscription Fees | | | | | |
|---|---|---|---|---|---|
| **Solution** | **Period of Performance** | **Billing Frequency** | **Quantity/ Unit** | **Annual Fee** | **Prorated Fee** |
| Address Identification | 14 May 2025 - 30 Jun 2026 | Annual | 1 Each | $19,765.75 | $22,333.49 |
| 24/7 Hotline | 14 May 2025 - 30 Jun 2026 | Annual | 1 Each | $7,686.68 | $8,685.25 |
| Compliance Monitoring | 14 May 2025 - 30 Jun 2026 | Annual | 1 Each | $10,431.93 | $11,787.13 |
| Enhanced Short-Term Rental Registration Portal | 14 May 2025 - 30 Jun 2026 | Annual | 1 Each | $7,686.68 | $8,685.25 |
| Enhanced Short-Term Rental Tax Collection Portal | 14 May 2025 - 30 Jun 2026 | Annual | 1 Each | $7,686.68 | $8,685.25 |
| Mobile Permitting & Registration | 14 May 2025 - 30 Jun 2026 | Annual | 1 Each | $0.00 | $0.00 |
| Tax Collection | 14 May 2025 - 30 Jun 2026 | Annual | 1 Each | $0.00 | $0.00 |
| | | | **SUBTOTAL:** | **$53,257.72** | **$60,176.37** |

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-419813 dated 22 Apr 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lexington-Fayette Urban County, KY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 14 May 2024 are incorporated herein by reference.

RESOLUTION NO. _____ - 2025

A RESOLUTION AMENDING RESOLUTION NO. 190-2024 TO AUTHORIZE THE CHIEF INFORMATION OFFICER, OR HER DESIGNEE, TO EXECUTE ANY DOCUMENTS RELATED TO THE AGREEMENT WITH GRANICUS, LLC FOR SHORT-TERM RENTAL TRACKING AND MONITORING SOFTWARE AND AUTHORIZING PAYMENT OF $60,176.37 IN FY 2025 AND INCREASES UP TO TEN PERCENT (10%) ANNUALLY THEREAFTER, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

---

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

Section 1 – That Section 1 of Resolution No. 190-2024 be and hereby is amended to read as follows:

> That the Mayor, or the Chief Information Officer or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement (awarded pursuant to RFP No. 49-2023), which is attached hereto and incorporated herein by reference, with Granicus LLC, for Short-Term Rental Tracking and Monitoring Software, for the Division of Revenue.

Section 2 – That Section 2 of Resolution No. 190-2024 be and hereby is amended to read as follows:

> That an amount, not to exceed the sum of $48,416.10 in FY 2024 and $60,176.37 in FY 2025, be and hereby is approved for payment to Granicus LLC, from account # 1101-202601-0001-71208, with increases up to ten percent (10%) annually thereafter, pursuant to the terms of the Agreement and subject to sufficient funds being appropriated in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0446-25:EPT_4936-8919-1184, v. 1

RESOLUTION NO. 249 - 2025

A RESOLUTION AMENDING RESOLUTION NO. 190-2024 TO AUTHORIZE THE CHIEF INFORMATION OFFICER, OR HER DESIGNEE, TO EXECUTE ANY DOCUMENTS RELATED TO THE AGREEMENT WITH GRANICUS, LLC FOR SHORT-TERM RENTAL TRACKING AND MONITORING SOFTWARE AND AUTHORIZING PAYMENT OF $60,176.37 IN FY 2025 AND INCREASES UP TO TEN PERCENT (10%) ANNUALLY THEREAFTER, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

---

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

Section 1 – That Section 1 of Resolution No. 190-2024 be and hereby is amended to read as follows:

> That the Mayor, or the Chief Information Officer or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement (awarded pursuant to RFP No. 49-2023), which is attached hereto and incorporated herein by reference, with Granicus LLC, for Short-Term Rental Tracking and Monitoring Software, for the Division of Revenue.

Section 2 – That Section 2 of Resolution No. 190-2024 be and hereby is amended to read as follows:

> That an amount, not to exceed the sum of $48,416.10 in FY 2024 and $60,176.37 in FY 2025, be and hereby is approved for payment to Granicus LLC, from account # 1101-202601-0001-71208, with increases up to ten percent (10%) annually thereafter, pursuant to the terms of the Agreement and subject to sufficient funds being appropriated in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0446-25:EPT_4936-8919-1184, v. 1

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

**File Number: 0449-25**

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0449-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | | **In Control:** | Urban County Council |
| | | | | **File Created:** | 04/28/2025 |
| **File Name:** | Addressing 1st Quarter Changes | | | **Final Action:** | 06/12/2025 |

**Title:** A Resolution changing the property street name of 320 Hannah Todd Place to 324 Hannah Todd Place, and changing the street name and property address number of 700 East Main Street to 104 Clay Ave., 1300 Castle Rock Way to 3885 Walnut Station Rd., all effective thirty (30) days from passage. [Div. of Enhanced 911, Patton]

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | 06/12/2025 |
| **Attachments:** | Memo 1st Quarter address change 2025, Copy of 1st Quarter Address Changes - Council info, 1st Quarter Resolution Draft -v.1, 449-25 1st qtr changes e man to clay 4917-9997-1644 v.1.docx, R-250-2025 | **Enactment Number:** | R-250-2025 |
| **Deed #:** | | **Hearing Date:** | |
| **Drafter:** | Robin Burke | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 06/12/2025 | | |
| 1 | Urban County Council | 06/12/2025 | Approved | | | | Pass |

### Text of Legislative File 0449-25

**Title**

A Resolution changing the property street name of 320 Hannah Todd Place to 324 Hannah Todd Place, and changing the street name and property address number of 700 East Main Street to 104 Clay Ave., 1300 Castle Rock Way to 3885 Walnut Station Rd., all effective thirty (30) days from passage. [Div. of Enhanced 911, Patton]

**Summary**

Authorizing to change street names and/or individual numbers of addresses at 320 Hannah

Todd Pl to 324 Hannah Todd Pl, 700 E Main St to 104 Clay Ave, and 1300 Castle Rock Way to 3885 Walnut Station Rd to ensure the proper operation of the Enhanced 9-1-1 system. No Budgetary impact. (L0449-25)(Patton/Armstrong)

Budgetary Implications [No]:

Advance Document Review:

**Law**: {Yes, Completed by [Michael Sanner, 2025]}

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

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: $0.00

Annual Impact: $0.00

Project:

Activity:

Budget Reference:

Current Balance:

Linda Gorton
MAYOR

LEXINGTON

Jonelle Patton
DIRECTOR
ENHANCED 911

TO: Mayor Linda Gorton
Council Members

FROM: Jonelle Patton, Director
Lexington Enhanced 911

DATE: April 28, 2025

SUBJECT: E911 Quarterly Address Changes

---

Request:

The Division of Enhanced 911 is requesting a resolution authorizing the Mayor to change street names and/or individual numbers of addresses within the 5th, 7th and 12th Council Districts.

Why are you requesting?

The Division of E911 needs this action completed because the street name and/or number changes are necessary to ensure the proper operation of the Enhanced 9-1-1 system. The corrections eliminate confusing, duplicate and/or improperly named and numbered addresses in Fayette County.

What are the costs in this budget year and future budget years?

N/A

Are the funds budgeted?

N/A

File Number: 0449-25

| PVA ID | Old Address | New Address | COUNCIL |
|---|---|---|---|
| 38273220 | 320 Hannah Todd Pl | 324 Hannah Todd Pl | 7 |
| 12067627 | 700 E Main Street | 104 Clay Ave | 5 |
| 38099320 | 1300 Castle Rock Way | 3885 Walnut Station Rd | 12 |

REMARKS

Vacant Land - Redevelopment
Owner Request  -Redevelopment
Change PVA record to match actual address

RESOLUTION NO. _____ - 2025

A RESOLUTION CHANGING THE PROPERTY STREET NAME OF 320 HANNAH TODD PLACE TO 324 HANNAH TODD PLACE AND CHANGING THE STREET NAME AND PROPERTY ADDRESS NUMBER OF 700 EAST MAIN STREET TO 104 CLAY AVENUE, 1300 CASTLE ROCK WAY TO 3885 WALNUT STATION ROAD, ALL EFFECTIVE THIRTY (30) DAYS FROM PASSAGE.

---

WHEREAS, the Lexington-Fayette Urban County Government has created a Geographic Information System ("GIS"); and

WHEREAS, the GIS street mapping and addressing project is the foundation for the Urban County Government's enhanced 911 Emergency Telephone Communication System (the "911 System"); and

WHEREAS, in order for the GIS and 911 Systems to function properly it is imperative that street names and property addresses conform to the standards established in Section 17-2 through 17-4 of the Code of Ordinances; and

WHEREAS, various street names and property addresses located in several Council Districts do not meet the Code requirements and changes should be made to conform to the Code and to accomplish the goals of the GIS and 911 System projects.

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

Section 1 – That the property street name of the following property be and hereby is changed as follows:

(a) Hannah Todd Place

| Current | New |
|---|---|
| 320 Hannah Todd Place | 324 Hannah Todd Place |

Section 2 – That the street name and property address number of the following property be and hereby is changed as follows:

(a) East Main Street: That the name of East Main Street located at 700 is changed to Clay Avenue and the following number change is made:

| Current | New |
|---|---|
| 700 East Main Street | 104 Clay Avenue |

(b) Castle Rock Way: That the name of Castle Rock Way located at 1300 is changed to Walnut Station Road and the following number change is made:

| Current | New |
|---|---|
| 1300 Castle Rock Way | 3885 Walnut Station Road |

Section 3 - That this Resolution shall be effective thirty (30) days from passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0612-22:MRS:X:\Cases\911\22-LE0003\LEG\00759512.DOCX
4917-9997-1644, v. 1

RESOLUTION NO. _____ - 2025

A RESOLUTION CHANGING THE PROPERTY STREET NAME OF 320 HANNAH TODD PLACE TO 324 HANNAH TODD PLACE, AND CHANGING THE STREET NAME AND PROPERTY ADDRESS NUMBER OF 700 EAST MAIN STREET TO 104 CLAY AVENUE, 1300 CASTLE ROCK WAY TO 3885 WALNUT STATION ROAD, ALL EFFECTIVE THIRTY (30) DAYS FROM PASSAGE.

---

WHEREAS, the Lexington-Fayette Urban County Government has created a Geographic Information System ("GIS"); and

WHEREAS, the GIS street mapping and addressing project is the foundation for the Urban County Government's enhanced 911 Emergency Telephone Communication System (the "911 System"); and

WHEREAS, in order for the GIS and 911 Systems to function properly, it is imperative that street names and property addresses conform to the standards established in Section 17-2 through 17-4 of the Code of Ordinances; and

WHEREAS, various street names and property addresses located in several Council Districts do not meet the Code requirements and changes should be made to conform to the Code and to accomplish the goals of the GIS and 911 System projects.

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

Section 1 – That the property street name of the following property be and hereby is changed as follows:

(a) Hannah Todd Place

| Current | New |
|---|---|
| 320 Hannah Todd Place | 324 Hannah Todd Place |

Section 2 – That the street name and property address number of the following property be and hereby is changed as follows:

(a) East Main Street: That the name of East Main Street located at 700 is changed to Clay Avenue, and the following number change is made:

| Current | New |
|---|---|
| 700 East Main Street | 104 Clay Avenue |

(b) Castle Rock Way: That the name of Castle Rock Way located at 1300 is changed to Walnut Station Road, and the following number change is made:

| Current | New |
| --- | --- |
| 1300 Castle Rock Way | 3885 Walnut Station Road |

Section 3 – That this Resolution shall be effective thirty (30) days from passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
449-25:MRS: 4917-9997-1644, v. 1

RESOLUTION NO. 250 - 2025

A RESOLUTION CHANGING THE PROPERTY STREET NAME OF 320 HANNAH TODD PLACE TO 324 HANNAH TODD PLACE, AND CHANGING THE STREET NAME AND PROPERTY ADDRESS NUMBER OF 700 EAST MAIN STREET TO 104 CLAY AVENUE, 1300 CASTLE ROCK WAY TO 3885 WALNUT STATION ROAD, ALL EFFECTIVE THIRTY (30) DAYS FROM PASSAGE.

---

WHEREAS, the Lexington-Fayette Urban County Government has created a Geographic Information System ("GIS"); and

WHEREAS, the GIS street mapping and addressing project is the foundation for the Urban County Government's enhanced 911 Emergency Telephone Communication System (the "911 System"); and

WHEREAS, in order for the GIS and 911 Systems to function properly, it is imperative that street names and property addresses conform to the standards established in Section 17-2 through 17-4 of the Code of Ordinances; and

WHEREAS, various street names and property addresses located in several Council Districts do not meet the Code requirements and changes should be made to conform to the Code and to accomplish the goals of the GIS and 911 System projects.

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

Section 1 – That the property street name of the following property be and hereby is changed as follows:

(a) Hannah Todd Place

| Current | New |
|---|---|
| 320 Hannah Todd Place | 324 Hannah Todd Place |

Section 2 – That the street name and property address number of the following property be and hereby is changed as follows:

(a) East Main Street: That the name of East Main Street located at 700 is changed to Clay Avenue, and the following number change is made:

| Current | New |
|---|---|
| 700 East Main Street | 104 Clay Avenue |

(b) Castle Rock Way: That the name of Castle Rock Way located at 1300 is changed to Walnut Station Road, and the following number change is made:

| Current | New |
| --- | --- |
| 1300 Castle Rock Way | 3885 Walnut Station Road |

Section 3 – That this Resolution shall be effective thirty (30) days from passage.

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

449-25:MRS: 4917-9997-1644, v. 1

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

**File Number: 0450-25**

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0450-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | | **In Control:** | Urban County Council |
| | | | | **File Created:** | 04/29/2025 |
| **File Name:** | Site Specific Agreement-BCSC,LLC. | | | **Final Action:** | 06/12/2025 |

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Site-Specific Agreement with the Jessamine South Elkhorn Water District and BCSC, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of property in Jessamine County. [Div. of Water Quality, Martin]

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | 06/12/2025 |
| **Attachments:** | Blue Sheet Memo, BCSC, LLC SSA, BCSC, LLC Exhibit A, BCSC, LLC Exhibit B, BCSC, LLC Map, RESO 0450-25 4925-8233-1965 v.1.docx, R-251-2025 | **Enactment Number:** | R-251-2025 |
| **Deed #:** | | **Hearing Date:** | |
| **Drafter:** | Christina King/Becky Highland | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 06/12/2025 | | |
| 1 | Urban County Council | 06/12/2025 | Approved | | | | Pass |

### Text of Legislative File 0450-25

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Site-Specific Agreement with the Jessamine South Elkhorn Water District and BCSC, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of property in Jessamine County. [Div. of Water Quality, Martin]

#### Summary

Authorization to approve a sanitary sewer service Site Specific Agreement between the

Lexington-Fayette Urban County Government and BCSC, LLC., and Jessamine-South Elkhorn Water District. No Budgetary impact. (L0450-25)(Martin/Albright)

Budgetary Implications [select]: N/A

Advance Document Review:

**Law**: Yes William Razor 4/29/2025

**Risk Management**: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

**TO:** Mayor Linda Gorton
Urban County Council

**FROM:** Charles H. Martin, P.E., Director
Division of Water Quality

**DATE:** April 15, 2025

**SUBJECT:** **Site Specific Agreement: BCSC, LLC**

---

Request

The purpose of this memorandum is to request a resolution authorizing a sanitary sewer service Site Specific Agreement between the Lexington-Fayette Urban County Government (LFUCG), BCSC, LLC and Jessamine-South Elkhorn Water District (JSEWD).

Capacity for JSEWD

5,780 gallons per day (gpd) for BCSC, LLC
72% of the 2 million gpd capacity has been used or reserved

Purpose of Request

The agreement is for LFUCG to provide sanitary sewer conveyance and treatment capacity for properties identified in the Site Specific Agreement in accordance with the Master Agreement between LFUCG and JSEWD (Resolution 690-2002).

Project Cost in FY25 and in Future Budget Years

Execution of the terms and conditions of the Site Specific Agreement will be at no cost to LFUCG.

**SITE SPECIFIC AGREEMENT:**
**BCSC, LLC**

This Site Specific Agreement (the "Agreement") is made and entered into on the ___ day of March 2025, by and among **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Kentucky urban county government (hereinafter **"LFUCG"),** the **JESSAMINE-SOUTH ELKHORN WATER DISTRICT,** a Kentucky rural water and sanitation district (hereinafter **"JSEWD"),** and **BCSC, LLC,** a Kentucky limited liability company (hereinafter **"BCSC").**

**W I T N E S S E T H:**

**WHEREAS**, BCSC owns real estate, located in Jessamine County, Kentucky on the south side of and adjacent to East Brannon Road and more particularly described as Lot 1 of Smitson/Cox Properties (2.39 acres) found in Plat Cabinet 12, Slide 365, attached as Exhibit "A" hereto (the "Property"); and

**WHEREAS**, the parties acknowledge that there is limited sanitary sewer capacity available; and

**WHEREAS,** the parties further acknowledge the importance of and the interrelationship of storm water as it may impact sanitary sewer collection and conveyance; and

**WHEREAS**, JSEWD and the Lexington- Fayette Urban County Government, hereinafter "LFUCG", are willing to provide sanitary sewer service to the Property.

**NOW, THEREFORE,** conditioned upon BCSC'S compliance with and subject to the terms of this Agreement and for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, BCSC and JSEWD hereby covenant and agree as follows:

1. ***Sewer Capacity.*** The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed 5780 gallons per day (average daily flow) for sewage collection and conveyance.

2. ***Agreement to Serve.*** Conditioned upon BCSC'S full compliance with the LFUCG'S Code of Ordinances, including but not limited to Chapter 16, all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works ( i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pump Stations), and the rates, rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer

facilities by BCSC, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities installed by BCSC to the existing facilities of LFUCG and JSEWD, if any, and to provide sanitary sewer utility service to the Property. BCSC expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer infrastructure to be constructed without the prior written authorization from JSEWD and LFUCG. JSEWD shall have the right in its sole and unfettered discretion to require BCSC to convey to JSEWD the sanitary sewer facilities constructed under this Agreement at no cost to JSEWD and subject to an operable and reasonable state of condition of the facilities conveyed, but JSEWD shall not be compelled to request or accept conveyance.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for BCSC by JSEWD or LFUCG, or an agreement by JSEWD and LFUCG to collect, convey , treat or in any way manage storm water. In order to secure a reservation of sanitary sewer capacity for the improvements shown in Group Exhibit "B", BCSC must meet all terms and conditions of the Code, more specifically LFUCG Code of Ordinances Chapter 16, Article XIII, Sanitary Sewer Capacity Assurance Program (CAP). Furthermore, the parties hereto agree that in the event BCSC fails to complete all requirements under this Agreement within 365 days from the date of same, this agreement shall automatically expire and become a nullity, but only as to facilities not constructed and connections not made.

**3.** ***Connection Fees.*** BCSC agrees to be responsible for and pay all fees in the sum approved by the Kentucky Public Service Commission and, in addition, the amount of LFUCG sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and LFUCG. The Connection Fees shall be paid as building permits are issued for each of the lots on the Property. In the event BCSC does not construct the homes on the lots, then any successor in title shall be responsible for the Connection Fee at the time the building permit is issued.

**4.** ***Additional Fees.*** In addition to the Connection Fees heretofore referenced, BCSC agrees to pay the full cost of sewer service to its Property, including, but not limited to the following additional charges and fees (the "Additional Fees"):

(a) BCSC shall have paid all reasonable charges assessed by JSEWD and LFUCG for plan review, construction inspection, testing, and other services (legal and administrative) of JSEWD and/or LFUCG in any way related to the sanitary sewer system.

(b) BCSC shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code, as may be amended from time to time. The Sewer User Fee is generally based on water consumption and BCSC agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to

JSEWD, 802 South Main Street, Nicholasville, Kentucky (P.O. Box 731, Nicholasville, KY 40340-0731). JSEWD will calculate and bill BCSC or the appropriate user for such Sewer User Fees which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.

(c) If required, BCSC shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD. LFUCG retains, in perpetuity, the right to approve or disapprove the use of any odor control chemical for the Property.

(d) Pre-treatment permit fees/extra strength fees (when applicable) shall be paid to LFUCG in accordance with the Code, Section 16-46 and Schedule B of Section 16-49.

**5.** ***Lien to Secure Payment of Connection Fees and Additional Fees.*** JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

**6.** ***Sanitary Sewer and Storm Water Management Installations.*** To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, BCSC agrees to rehabilitate and construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in Group Exhibit "B", all on-site and off-site installations and facilities required by LFUCG and JSEWD to connect to the existing facilities of LFUCG and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. To also induce JSEWD and LFUCG to provide sanitary sewer service to the Property, BCSC shall size, rehabilitate and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides the sanitary sewer capacity necessary to service all 1) developed/un-served upstream properties; 2) undeveloped upstream properties in accordance with JSEWD'S Sanitary Sewer Master Plan, LFUCG Watershed, North Jessamine County, Kentucky, Jessamine-South Elkhorn Water District, March 2006. The construction of infrastructure to serve developed/unserved and undeveloped upstream properties is in no way an approval or endorsement by LFUCG and JSEWD to provide future sanitary sewer service to those properties. Future developers of properties upstream of the Property may be required to improve downstream LFUCG and JSEWD infrastructure in order to secure a Site Specific Agreement for those properties. To further induce JSEWD and LFUCG to provide sanitary sewer service to the Property, BCSC agrees to rehabilitate and construct, according to the plans and specifications approved by JSEWD, LFUCG and the Kentucky Division of Water as reflected in Group Exhibit "B", all on-site storm water facilities. The procedures for the design and construction of the storm water system shall comply with the same procedures outlined in numerical paragraph eight (8) herein for sanitary sewer systems, except that the applicable

regulations for storm water management installations shall be substituted for those applicable to sanitary sewers and the appropriate authority exercising control over storm water management shall inspect and accept the storm water management installations. The foregoing improvements, both sanitary and storm water systems, may be referred to as the "Improvements" and Group Exhibit "B" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or LFUCG gravity system shall be specified by JSEWD and LFUCG. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station and telemetry equipment as specified by JSEWD. Odor control facilities shall be constructed as directed by JSEWD and LFUCG. LFUCG retains, in perpetuity, the right to approve the use of any odor control chemical for the Property. If any pump stations are classified as "temporary" on the Plans, BCSC will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" stations.

7. ***Procedures for the Property Sewer System.*** BCSC agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

(a) During construction of the Improvements, LFUCG and JSEWD shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans and JSEWD shall also have the right to halt construction, if necessary, in the event of non-compliance by BCSC. JSEWD agrees to issue a stop work order to BCSC, if requested to do so in writing by LFUCG. BCSC shall also provide JSEWD and LFUCG with periodic written certifications by BCSC's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.

(b) At least seven (7) days prior to final inspection by JSEWD and LFUCG, BCSC shall provide JSEWD and LFUCG with three (3) sets of digital (AutoCAD) of the "as-built" plans, prepared by BCSC's engineer, showing the location of all installations related to the Improvements as constructed. BCSC shall provide JSEWD five (5) sets of as-built sanitary and storm water drainage plans, two (2) copies of the recorded subdivision plat of the Property and three (3) copies (DVD and inspection log) of a TV inspection of the sanitary and storm sewer systems. BCSC shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.

(c) Upon completion of construction of the Improvements or any part thereof, BCSC's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and LFUCG that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal

requirements, and as constructed it will function for the purpose for which it was designed. BCSC shall provide proof satisfactory to JSEWD that all contractors, subcontractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system and final inspection by JSEWD and LFUCG of the Property sanitary sewer system, a letter of acceptance shall be delivered to BCSC by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. ***Use of Property Sanitary Sewer System.*** The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD and LFUCG. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

9. ***Representation and Warranties of BCSC.*** In order to induce JSEWD and LFUCG to enter into this Agreement, BCSC hereby represents and warrants to JSEWD and LFUCG as follows:

(a) BCSC is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. BCSC has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of BCSC. This Agreement has been duly executed and delivered by BCSC and constitutes the legal, valid and binding obligation of BCSC enforceable against it in accordance with its terms.

(b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of BCSC's organizational documents, or any other agreement to which BCSC is a party.

(c) BCSC covenants to obtain any consent, approval or authorization of any third party required in connection with BCSC's execution and delivery of this Agreement or the performance by BCSC of the obligations contemplated herein has been obtained.

(d) BCSC has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Group Exhibit "C".

(e) BCSC warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated

into the work will be new and free from any and all defects, whether latent or patent, in workmanship. BCSC agrees to repair and replace, at its own expense, all of the work which may prove to be defective. BCSC agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three (3) years after the date of acceptance by JSEWD, relative to the sanitary sewer system, and for a period of one (1) year after the date of BCSC's engineer's certification relative to the storm sewer system. Each of the time periods shall be secured by a warranty bond or letter of credit posted in favor of JSEWD by BCSC which bond or letter of credit shall not be released without prior written approval of JSEWD.

(f) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any. Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

**The term "Hazardous Materials" means and includes, without limitation:**

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum, product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

(v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits,

decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

(g) BCSC is designated as the party that is responsible for compliance with all erosion/sediment control measures (Best Management Practices) during construction.

(h) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for BCSC's property as described in Exhibit "A" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "A".

**11.** ***Easement.*** BCSC hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. BCSC agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, BCSC agrees, upon request, to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto , which, upon request, BCSC agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. BCSC hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system. BCSC and JSEWD agree to assign to LFUCG a right of ingress and egress to the sanitary sewer system and to the Property.

**12.** ***Notices.*** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

**"LFUCG"**
LFUCG Department of Environmental
Quality and Public Works
200 East Main Street
Lexington, KY 40507

**With copy to:**
LFUCG Department of Law
200 East Main Street
Lexington, KY 40507

**"BCSC"**
c/o Mr. Ben Branstetter
2360 Chauvin Drive
Lexington, KY 40517

**"JSEWD"**
**JESSAMINE-SOUTH ELKHORN WATER DISTRICT**
P.O. Box 731
Nicholasville, KY 40340-0731

**With copy to:** Bruce E. Smith, Esq.
201 South Main Street
Nicholasville, KY 40356

**13.** ***Indemnification.*** BCSC shall indemnify and reimburse JSEWD and LFUCG for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and LFUCG as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of BCSC herein; (b) any breach of or noncompliance by BCSC with any covenant or agreement of BCSC contained in this Agreement; (c) any negligent or wrongful act of BCSC, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

**14.** ***Compliance with Law.*** BCSC agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. BCSC agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to sanitary and storm water management systems as set forth herein and agrees to fully comply with same.

**15.** ***Exhibit Incorporation by Reference.*** Exhibits A, Group B and Group C attached hereto are hereby incorporated by reference as if set out fully herein.

**16.** ***Binding Effect, Assignment.*** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. BCSC's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.

**17.** ***Cost and Attorney's Fees.*** JSEWD and LFUCG shall be entitled to recover all costs and reasonable attorney fees incurred by it connected with the collection of Connection Fees or Additional Fees.

**18.** ***Amendment/Waiver.*** No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by any party to insist upon

strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

**19.** ***Covenants Running with Land.*** BCSC, and its successors in title, agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the. Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

**20.** ***Undertakings.*** The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or the LFUCG which would be required under the law had the Property been located entirely in Fayette County, the standard practice of the LFUCG shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD, and LFUCG shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and LFUCG related to defects, omissions or failures in design, construction or installation.

**21.** ***Governing Law.*** This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court. If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

**22.** ***Captions.*** The captions of each section herein are for convenience only and shall not affect the construction hereof.

**23.** ***Multiple Copies.*** This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

**24.** ***Entire Agreement.*** This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supersedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto. The normal rule of construction to the effect that any ambiguities are to be

resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

**IN WITNESS WHEREOF** the parties have caused this document to be executed on the date and year first written.

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

BY: _____

ITS: MAYOR DATE

**JESSAMINE-SOUTH ELKHORN WATER DISTRICT**

BY: _____ 4.2.25

ITS: CHAIRMAN DATE

**BCSC, LLC**

BY: _____ 4/3/25

Ben Branstetter

Its: Manager DATE

PLAT CAB ____ SLIDE ____

## SITE STATISTICS

| | |
|---|---|
| TOTAL AREA | 43.84 ACRES |
| AREA IN LOTS | 43.84 ACRES |
| AREA IN RIGHT OF WAY | N/A |
| NO OF LOTS | 4 |
| LENGTH OF STREET | N/A |
| ZONE | B-2, P-1 & R-3 |

SMALLEST LOT IS LOT 2, WITH 82397.4 SQ.FT

## LEGEND

| | | | |
|---|---|---|---|
| ① | IRON PIN SET (5/8" DIA., 18" LONG) WITH CAP #3848 | ⑥ | IRON PIN FOUND WITH CAP #3848 |
| ② | MAG NAIL SET WITH WASHER STAMPED "3848" | ⑦ | IRON PIN FOUND WITH CAP #2119 |
| ③ | IRON PIN FOUND NO CAP | ⑧ | IRON PIN FOUND WITH CAP #1350 |
| ④ | IRON PIN FOUND WITH CAP #2053 | ⑨ | RR SPIKE FOUND |
| ⑤ | IRON PIN FOUND WITH CAP #1210 | ○ | CALCULATED CORNER NO MONUMENT SET |
| | | B.L. | BUILDING SETBACK LINE |
| | | A.E. | ACCESS EASEMENT |
| | | 1.00' | DENOTES OFFSET FROM PROPERTY LINE |

## CERTIFICATE OF AVAILABILITY OF WATER SERVICE

I HEREBY CERTIFY THAT JESSAMINE COUNTY WATER DISTRICT NO. 1 SHALL SUPPLY THE SMITSONCOX PROPERTY WITH WATER SERVICE.

Coal Water — 11-1-2024

## CERTIFICATE OF AVAILABILITY OF SEWER SERVICE

I HEREBY CERTIFY THAT JESSAMINE-SOUTH ELKHORN WATER DISTRICT SHALL SUPPLY THE SMITSONCOX PROPERTY WITH SEWER SERVICE.

11-11-2024

## CERTIFICATE OF APPROVAL FOR STREETS & UTILITIES

I HEREBY CERTIFY, (1) THAT STREETS, UTILITIES AND OTHER IMPROVEMENTS HAVE BEEN INSTALLED, IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS IN THE SUBDIVISION ENTITLED SMITSONCOX PROPERTY OR, (2) THAT A SURETY BOND IN THE AMOUNT OF $ 0.00 HAS BEEN POSTED WITH THE CITY LEGISLATIVE BODY TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

11/19/2024

## NOTES:

1. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD. ALTHOUGH COURTHOUSE RESEARCH WAS CONDUCTED IN AN ATTEMPT TO LOCATE ALL SUCH ENCUMBRANCES, THE SURVEYOR CAN MAKE NO GUARANTEE THAT ALL SUCH RESTRICTIONS ARE HEREBY SHOWN. A DETAILED TITLE SEARCH CONDUCTED BY AN ATTORNEY MAY BE NECESSARY IN ORDER TO DETERMINE THE EXISTENCE OF ALL RESTRICTIONS.
2. THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FEMA FLOODPLAIN AS SHOWN ON FLOOD INSURANCE RATE MAP PANEL 21113C0060D, DATED DECEMBER 31, 2007.
3. THERE SHALL BE NO DIRECT ACCESS FROM ACCESS EASEMENT BEING SITUATED ON LOT 4
4. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO FINAL DEVELOPMENT PLANS ON FILE WITH THE NICHOLASVILLE PLANNING COMMISSION.
5. ADDITIONAL FIRE HYDRANTS SHALL BE INSTALLED AT THE OWNER'S EXPENSE AND TO CITY SPECIFICATIONS IF ANY BUILDINGS ARE LOCATED MORE THAN 250 FEET FROM AN EXISTING FIRE HYDRANT. IF A BUILDING IS REQUIRED TO HAVE A SPRINKLER SYSTEM, A FIRE HYDRANT METERED TO SUPPLY THE SPRINKLER SYSTEM SHALL BE INSTALLED OR LOCATED WITHIN 50 FEET OF THE FIRE DEPARTMENT CONNECTION AND SHALL BE LOCATED WITHIN 10 FEET OF A PAVED SURFACE ROADWAY CAPABLE OF ACCESS BY AND OF SUPPORTING A FIRE APPARATUS.
6. THERE IS BUT NOT SHOWN A TEN FOOT (10) DRAINAGE AND UTILITY EASEMENT ON EITHER SIDE OF ALL SIDE LOT LINES, UNLESS OTHERWISE NOTED
7. STREET NUMBERS WILL BE ASSIGNED BY THE ADMINISTRATIVE OFFICER WHEN BUILDING PERMITS ARE ISSUED.
8. OWNERS OF LOTS FRONTING ALL OR ANY PORTION OF THE LANDSCAPED ISLAND OF THE CUL-DE-SACS SHALL BE REQUIRED TO MAINTAIN SAID ISLAND. MAINTENANCE SHALL CONSIST OF THAT WHICH IS NORMALLY NECESSARY FOR WELL KEPT LAWN YARD SUCH AS SPRAYING, MOWING, TRIMING, PRUNING, ETC. LOT OWNERS SHALL BE REQUIRED TO REMOVE DEAD PLANT MATERIAL BUT SHALL NOT BE REQUIRED TO REPLACE SAME, BUT MAY AT THEIR OWN OPTION DO SO. PLANT MATERIAL SHALL BE AS APPROVED, OR IN WRITING BY THE CITY BEFORE BEING INSTALLED.
9. THE FLOOR LINE OF THE FIRST FLOOR OF A STRUCTURE SHALL BE NOT LESS THAN 2 FEET ABOVE THE MANHOLE TOP EITHER UPSTREAM OR DOWNSTREAM OR THE SANITARY SEWER LINE SERVING THE STRUCTURE IN ORDER TO PROVIDE IN EVENT THAT A SANITARY SEWER OVERFLOW WILL FLOW OUT OF THE MANHOLE INSTEAD OF THE HOME. FOR BASEMENT IS NEEDED, THE BASEMENT FLOOR ELEVATION SHALL BE NOT LESS THAN 2 FEET ABOVE THE MANHOLE TOP ON THE SANITARY SEWER MAIN LINE SERVING THE STRUCTURE.
10. IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) TO INSTALL AT THEIR OWN EXPENSE, WATER AND SEWER TAPS, LATERALS, METER BOXES, ETC. IN ACCORDANCE WITH APPLICABLE REGULATIONS.

## EASEMENT SHADING KEY

(APPLIES ONLY TO EASEMENTS CREATED THIS AMENDMENT)

- SANITARY SEWER EASEMENT
- STORM SEWER, DRAINAGE AND DETENTION EASEMENTS

## PUBLIC UTILITIES

WATER: JCWD#1
SEWER: JCWD#1
ELECTRIC: BLUEGRASS ENERGY
GAS: DELTA GAS
TELEPHONE: WINDSTREAM

## EASEMENT NOTES

1. JESSAMINE COUNTY WATER DISTRICT NO 1 PUMP STATION EASEMENT D.B. 005, P. 150
2. JESSAMINE COUNTY WATER DISTRICT NO. 1 20' WATER AND ELECTRIC UTILITY EASEMENT D.B. 009, P. 156

## DETENTION NOTE

DETENTION EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER(S) IN SUCH A FASHION TO ENSURE THAT VEGETATIVE GROWTH SHALL NOT EXCEED TWELVE INCHES (12") IN HEIGHT, THAT ALL FOREIGN OBJECTS, DEBRIS AND SOIL WILL BE REMOVED FROM THE SITE, AND THAT NO POTENTIAL OR ACTUAL HEALTH OR SAFETY HAZARDS ARE CREATED. THE EASEMENTS SHALL NOT BE FENCED, LANDSCAPED, OR OTHERWISE ALTERED FROM THE APPROVED PLANS WITHOUT WRITTEN CONSENT OF THE NICHOLASVILLE CITY COMMISSION. THE PROPERTY OWNER(S) SHALL PERFORM PERIODIC MAINTENANCE TO ENSURE THE HYDRAULIC FUNCTION OF THE PROJECTED. THE OWNER(S) TO PERMIT NECESSARY ACCESS TO THE CITY OF NICHOLASVILLE OR THEIR REPRESENTATIVE FOR INSPECTION OF THE SITE FROM SITE. FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS SHALL ALLOW THE CITY OF NICHOLASVILLE TO TAKE NECESSARY STEPS TO CORRECT THE NON-COMPLIANCE, AND THE COST THEREOF SHALL BE BORNE BY THE PROPERTY OWNER. THE CITY OF NICHOLASVILLE SHALL HAVE THE RIGHT TO ASSERT A LIEN ON THE PROPERTY TO INSURE PAYMENT FOR MAINTENANCE OF LABOR AND MATERIALS PERFORMED ON THE SITE IN ORDER TO BRING SAME WITHIN THE AFOREMENTIONED REQUIREMENTS

## CURVE TABLE

| CURVE | RADIUS | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|
| C1 | 1432.39' | 49.99' | S 89°49'49" E | 49.99' |
| C2 | 1432.39' | 49.99' | S 89°49'49" E | 49.99' |
| C3 | 1432.39' | 49.99' | S 89°49'49" E | 49.99' |
| C4 | 1432.39' | 49.99' | S 89°49'49" E | 49.99' |
| C5 | 1432.39' | 49.99' | S 89°49'49" E | 49.99' |
| C6 | 1432.39' | 49.99' | S 89°49'49" E | 49.99' |
| C7 | 1432.39' | 49.99' | S 89°49'49" E | 49.99' |
| C8 | 1432.39' | 49.99' | S 89°49'49" E | 49.99' |
| C9 | 1432.39' | 49.99' | S 89°49'49" E | 49.99' |
| C10 | 1432.39' | 49.99' | S 89°49'49" E | 49.99' |
| C11 | 1432.39' | 49.99' | S 89°49'49" E | 49.99' |
| C12 | 1432.39' | 49.99' | S 89°49'49" E | 49.99' |

## LINE TABLE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 89°49'49" E | 49.99' |
| L2 | S 89°49'49" E | 49.99' |
| L3 | S 89°49'49" E | 49.99' |
| L4 | S 89°49'49" E | 49.99' |
| L5 | S 89°49'49" E | 49.99' |
| L6 | S 89°49'49" E | 49.99' |
| L7 | S 89°49'49" E | 49.99' |
| L8 | S 89°49'49" E | 49.99' |
| L9 | S 89°49'49" E | 49.99' |
| L10 | S 89°49'49" E | 49.99' |
| L11 | S 89°49'49" E | 49.99' |
| L12 | S 89°49'49" E | 49.99' |

SECTION "A-A" EAST BRANNON ROAD

SECTION "B-B" (PRIVATE)

SECTION "C-C" (PRIVATE)

## ZONE B-2 REQUIREMENTS

| | |
|---|---|
| MINIMUM LOT SIZE | N/A |
| MINIMUM LOT WIDTH | 50 FT |
| MINIMUM FRONT YARD | 25 FT |
| MINIMUM EACH SIDE YARD | 15 FT |
| MINIMUM REAR YARD | 25 FT |
| MAXIMUM LOT COVERAGE | 50% |
| MAXIMUM HEIGHT OF BLDG | 45 FT |

* SEE ZONING REGULATIONS

## ZONE P-1 REQUIREMENTS

| | |
|---|---|
| MINIMUM LOT SIZE | 20000 S.F. |
| MINIMUM LOT WIDTH | 80 FT |
| MINIMUM FRONT YARD | 35 FT |
| MINIMUM EACH SIDE YARD | 10 FT |
| MINIMUM REAR YARD | 20 FT |
| MAXIMUM LOT COVERAGE | 40% |
| MAXIMUM HEIGHT OF BLDG | 45 FT |

* SEE ZONING REGULATIONS

## ZONE R-3 REQUIREMENTS

| | |
|---|---|
| MINIMUM LOT SIZE | 10,000 S.F. |
| MINIMUM LOT WIDTH | 80 FT |
| MINIMUM FRONT YARD | 25 FT |
| MINIMUM EACH SIDE YARD | 8 FT |
| MINIMUM REAR YARD | 20 FT |
| MAXIMUM LOT COVERAGE | 40% |
| MAXIMUM HEIGHT OF BLDG | 45 FT |

* SEE ZONING REGULATIONS

STATE OF KENTUCKY
JASON D. BANKS
3848
LICENSED PROFESSIONAL LAND SURVEYOR
11-7-24

## DETENTION NOTE FOR LOTS 1, 2 & 3

IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OF LOTS 1 AND 2 TO INSTALL AT THEIR OWN EXPENSE, A COMPLETE STORM WATER DRAINAGE SYSTEM IN ACCORDANCE WITH THE NICHOLASVILLE SUBDIVISION REGULATIONS WHEN THESE LOTS ARE BUILT ON. LOT 3 DETENTION IS SHARED WITH LOT 4.

## PURPOSE OF PLAT

THE PURPOSE OF THE PLAT IS TO AMEND PRIOR PLAT OF RECORD OF SMITSON / COX PROPERTIES AS SHOWN ON PLAT OF RECORD LODGED IN PLAT CABINET 12, SLIDE 154 AND AMEND AS NOTED BELOW.

1) TO REMOVE THE "NICHOLASVILLE" PLAT STIPULATION CREATED BY PRIOR PLAT (P.C. 12, SL. 154)
2) TO ESTABLISH THE DRAINAGE AND DETENTION EASEMENT
3) TO ESTABLISH 20' SANITARY SEWER EASEMENTS BEING CENTERED ON THE SANITARY SEWERS AS CONSTRUCTED AND EXISTING THIS DATE JULY 31, 2024
4) TO RELOCATE 20' STORM SEWER EASEMENTS BEING CENTERED ON THE STORM SEWERS AS CONSTRUCTED AND EXISTING THIS DATE JULY 31, 2024
5) TO AMEND EASTERN BOUNDARY OF LOT 4 TO REFLECT DEEDS TO BALL HOMES, LLC AS PER DEED OF RECORD LODGED IN DEED BOOK 858, PAGE 361 IN THE JESSAMINE COUNTY CLERK'S OFFICE

## RECORD SOURCE OF PROPERTY

SOURCE OF DEEDS: ALL OF RECORD IN THE JESSAMINE COUNTY COURTHOUSE

LOT 1
BUILD, LLC
PO BOX 1789, VERSAILLES, KY 40383
DEED BOOK 863, PAGE 265 & PLAT CABINET 12, SLIDE 154

LOTS 2 & 4
MOUNT CHRISTIAN ACADEMY OF LEXINGTON
3000 RAPID RUN DRIVE, LEXINGTON, KY 40515
DEED BOOK 858, PAGE 214, DEED BOOK 710, PAGE 497
COMMISSIONER'S DEED BOOK 24 PAGE 162 & PLAT CABINET 12, SLIDE 154

LOT 3
CATAMARI, INC.
3040 FORT PARKWAY #150
WHITE HALL, KY 94120
DEED BOOK 845, PAGE 249 & PLAT CABINET 12, SLIDE 154

## AMENDED FINAL RECORD PLAT
# SMITSON / COX PROPERTIES LOTS 1-4

PLAT CABINET 12; SLIDE 154

EAST BRANNON ROAD, NICHOLASVILLE, KY

Client and Property Owner of Record:
Trinity Christian Academy of Lexington, LLC
3000 Rapid Run Drive
Lexington, KY 40515

Property Owners of Record:
See Record Source of Property Table

BANKS
JASON D. BANKS, PLS
1211 JESSAMINE STATION | NICHOLASVILLE, KY
859.881.9020 | BANKSENGINEERING.NET

Plat of survey represents a boundary survey and complies with 201 KAR 18:150
Date: October, 2024

## VICINITY MAP

SITE

FAYETTE COUNTY
JESSAMINE COUNTY

## CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT IS FOUND HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE NICHOLASVILLE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COMMISSION.

11/19/24

## CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THIS PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED, IN ACCORDANCE WITH THE CITY OF NICHOLASVILLE SUBDIVISION REGULATIONS, UNLESS OTHERWISE NOTED.

10/30/2024
11/19/2024

## CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE NICHOLASVILLE, KENTUCKY PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN ON THE FINAL PLAT, TO THE SPECIFICATIONS OF THE CITY ENGINEER OR OTHER AUTHORIZED OFFICIAL.

11-7-24

## METHOD OF SURVEY

THIS PLAT IS BASED ON A FIELD SURVEY PERFORMED BY BANKS ENGINEERING IN JANUARY, 2020. THIS SURVEY WAS CONDUCTED USING GPS EQUIPMENT. THE CONTROL POINTS AND A PORTION OF THE BOUNDARY CORNERS WERE LOCATED USING GPS EQUIPMENT. THE REMAINDER OF THE BOUNDARY CORNERS WERE LOCATED USING A TOTAL STATION FROM GPS CONTROL POINTS. TRIMBLE R8-4 DUAL FREQUENCY RECEIVER WAS USED FOR THE NETWORK ADJUSTED REAL TIME KINEMATIC SURVEY. THE SURVEY AS SHOWN IS A URBAN SURVEY. THE RELATIVE POSITIONAL ACCURACY IS LESS THAN 0.05+1PPM. THE HORIZONTAL DATUM IS NAD 1983, THE VERTICAL DATUM IS NAVD 1988 AND THE GEOID MODEL USED IS GEOID12B

THE BEARINGS SHOWN HEREON ARE BASED ON THE KENTUCKY SINGLE ZONE STATE PLANE COORDINATE SYSTEM DERIVED FROM A GPS SURVEY. THE DIRECTIONS AND DISTANCES SHOWN ON THE PLAT ARE NOT BASED ON AN ADJUSTED SURVEY

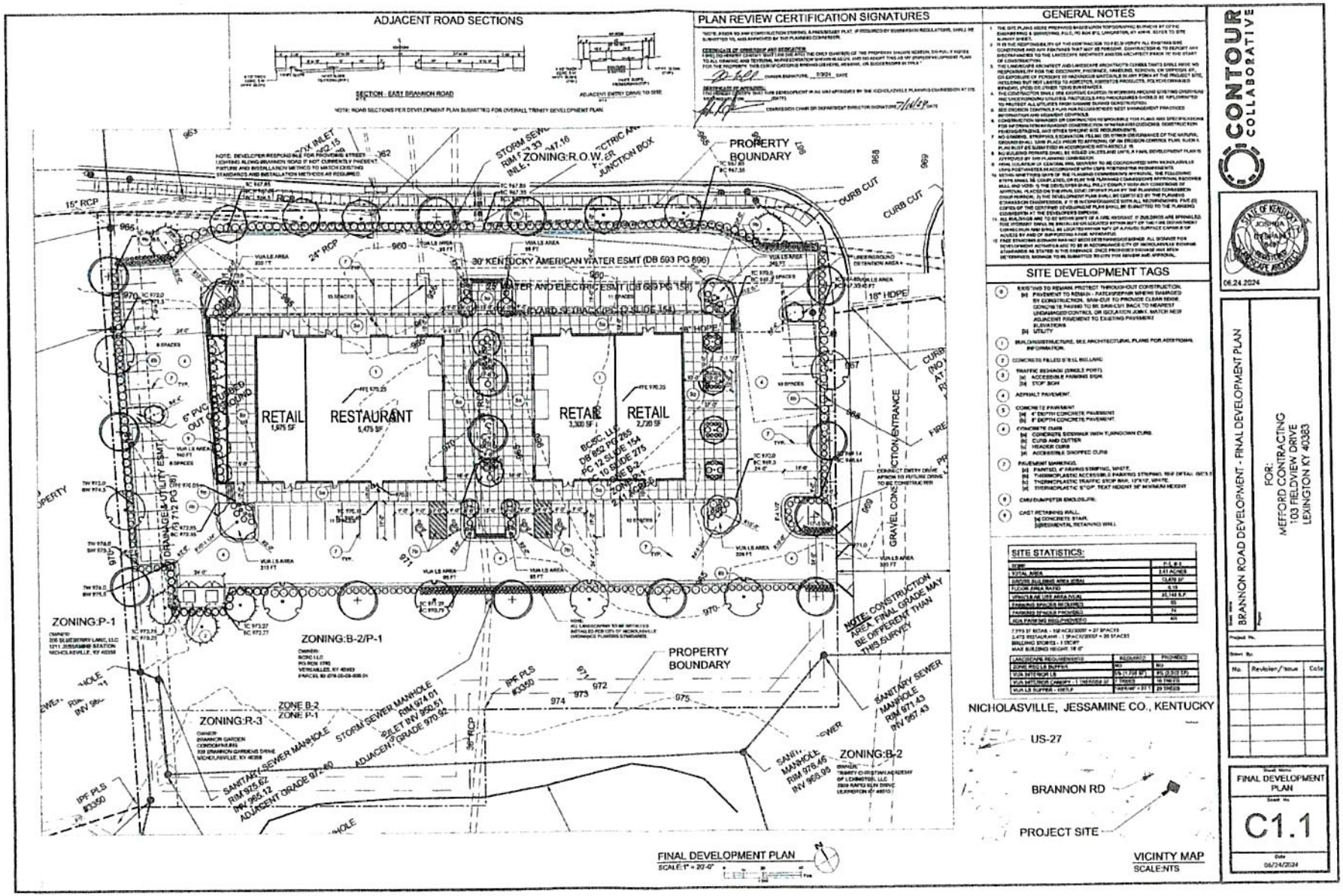
ALL PROPERTY CORNERS HAVE BEEN MONUMENTED WITH AN IRON PIN (1/2" LENGTH, 5/8" DIAMETER) AND CAP STAMPED #3848 UNLESS OTHERWISE NOTED HEREON.

GRAPHIC SCALE
1 inch = 200 feet

DOCUMENT NO: 979474
RECORDED: November 20, 2024 01:28:00 PM
TOTAL FEES: $58.00
COUNTY CLERK: JOHNNY N. COLLIER, JR.
DEPUTY CLERK: MONICA C SALLEE
COUNTY: JESSAMINE COUNTY
BOOK: CAB12 PAGES: 365 - 365

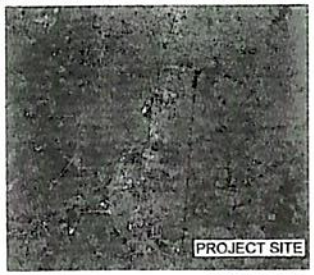
JESSAMINE COUNTY
CAB12 PG365

11 x 17


ADJACENT ROAD SECTIONS
SECTION - EAST BRANNON ROAD
ADJACENT ENTRY DRIVE TO SITE
NOTE: ROAD SECTIONS PER DEVELOPMENT PLAN SUBMITTED FOR OVERALL TRINITY DEVELOPMENT PLAN.
PLAN REVIEW CERTIFICATION SIGNATURES
GENERAL NOTES
PROPERTY BOUNDARY
30' KENTUCKY AMERICAN WATER ESMT (DB 593 PG 696)
25' WATER AND ELECTRIC ESMT (DB 693 PG 158)
RETAIL 1,875 SF
RESTAURANT 5,475 SF
RETAIL 3,300 SF
RETAIL 2,720 SF
ZONING:P-1
ZONING:B-2/P-1
ZONING:R-3
ZONING:B-2
ZONE B-2
ZONE P-1
NOTE: CONSTRUCTION AREA FINAL GRADE MAY BE DIFFERENT THAN THIS SURVEY
SITE DEVELOPMENT TAGS
SITE STATISTICS:
NICHOLASVILLE, JESSAMINE CO., KENTUCKY
US-27
BRANNON RD
PROJECT SITE
VICINITY MAP
SCALE:NTS
FINAL DEVELOPMENT PLAN
SCALE:1" = 20'-0"
CONTOUR COLLABORATIVE
06.24.2024
BRANNON ROAD DEVELOPMENT - FINAL DEVELOPMENT PLAN
FOR:
MEFFORD CONTRACTING
103 FIELDVIEW DRIVE
LEXINGTON KY 40383
FINAL DEVELOPMENT PLAN
C1.1
06/24/2024

Ex-A

NICHOLASVILLE, JESSAMINE CO., KENTUCKY




VICINITY MAP
SCALE:NTS

## SHEET INDEX

COV - COVER SHEET
C1.1 - FINAL DEVELOPMENT PLAN
SS - SITE SURVEY
C1.2 - SITE DEVELOPMENT AND LAYOUT PLAN
C2.0 - SITE EROSION CONTROL
C2.1 - SITE GRADING AND DRAINAGE
C2.2 - SITE UTILITIES
C3.1 - SITE DETAILS
C3.2 - SITE DEVELOPMENT DETAILS
L1.0 - SITE LIGHTING PLAN
L1.1 - SITE LANDSCAPE PLAN

CONTOUR COLLABORATIVE

STATE OF KENTUCKY
JOSHUA DESHANE LAMB
LICENSED LANDSCAPE ARCHITECT

10.17.2024

# BRANNON ROAD DEVELOPMENT

FOR

## MEFFORD CONSTRUCTION
## 109 FIELDVIEW DRIVE
## VERSAILLES, KY 40383

# 4426

BRANNON CROSSING DEVELOPMENT

FOR:
MEFFORD CONTRACTING
109 FIELDVIEW DRIVE
LEXINGTON KY 40383

| No. | Revision/Issue | Date |
|---|---|---|
| | | |

COVER SHEET

COV

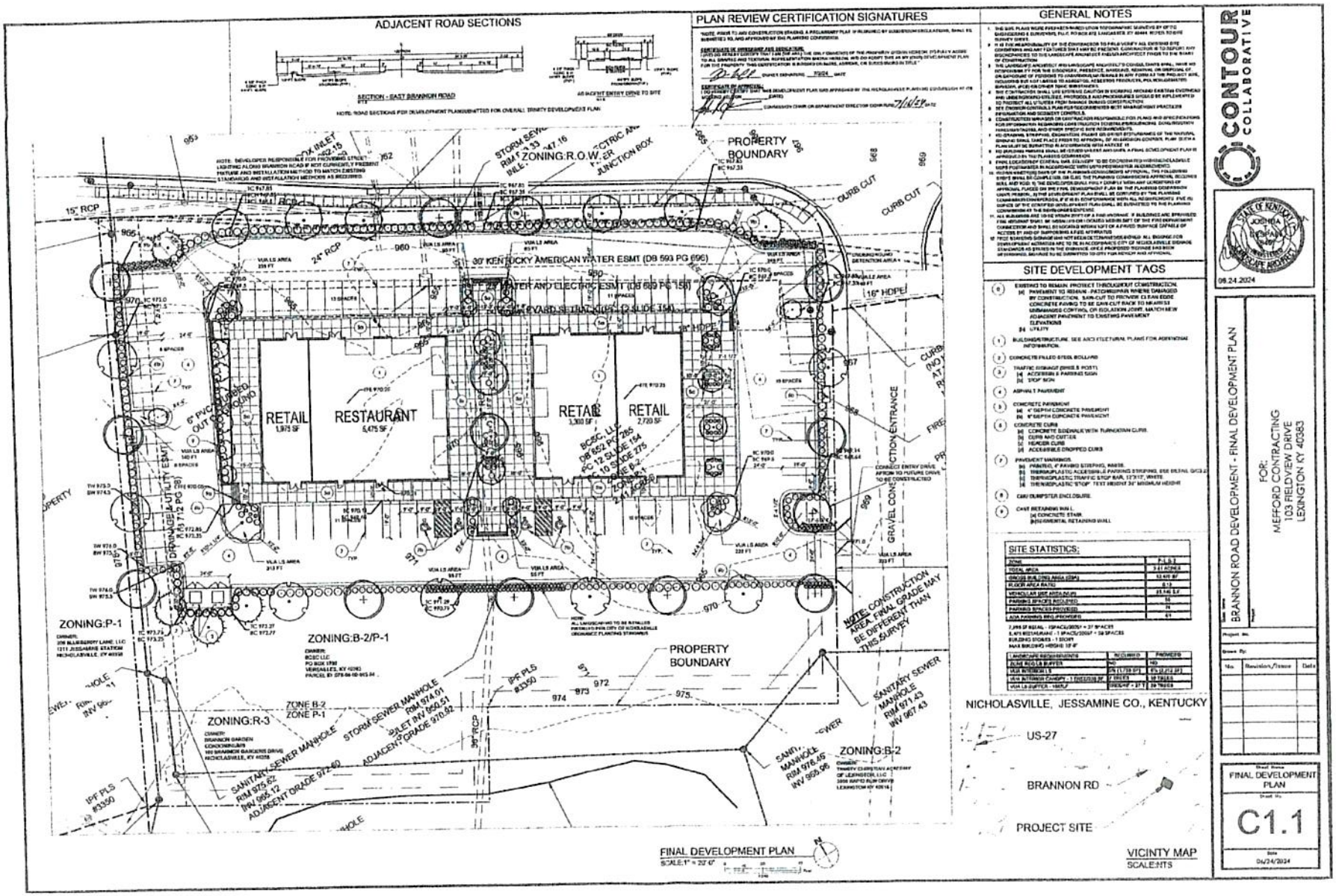
10/17/2024

DEHART ARCHITECTURE
ARCHITECT

SOUTHERN CIVIL ENGINEERING
CIVIL ENGINEER

CONTOUR COLLABORATIVE
LANDSCAPE ARCHITECT

GROUP EX B3.C




CONTOUR COLLABORATIVE

STATE OF KENTUCKY JOSHUA BOSHAW 24827 LICENSED LANDSCAPE ARCHITECT

06.24.2024

BRANNON ROAD DEVELOPMENT - FINAL DEVELOPMENT PLAN

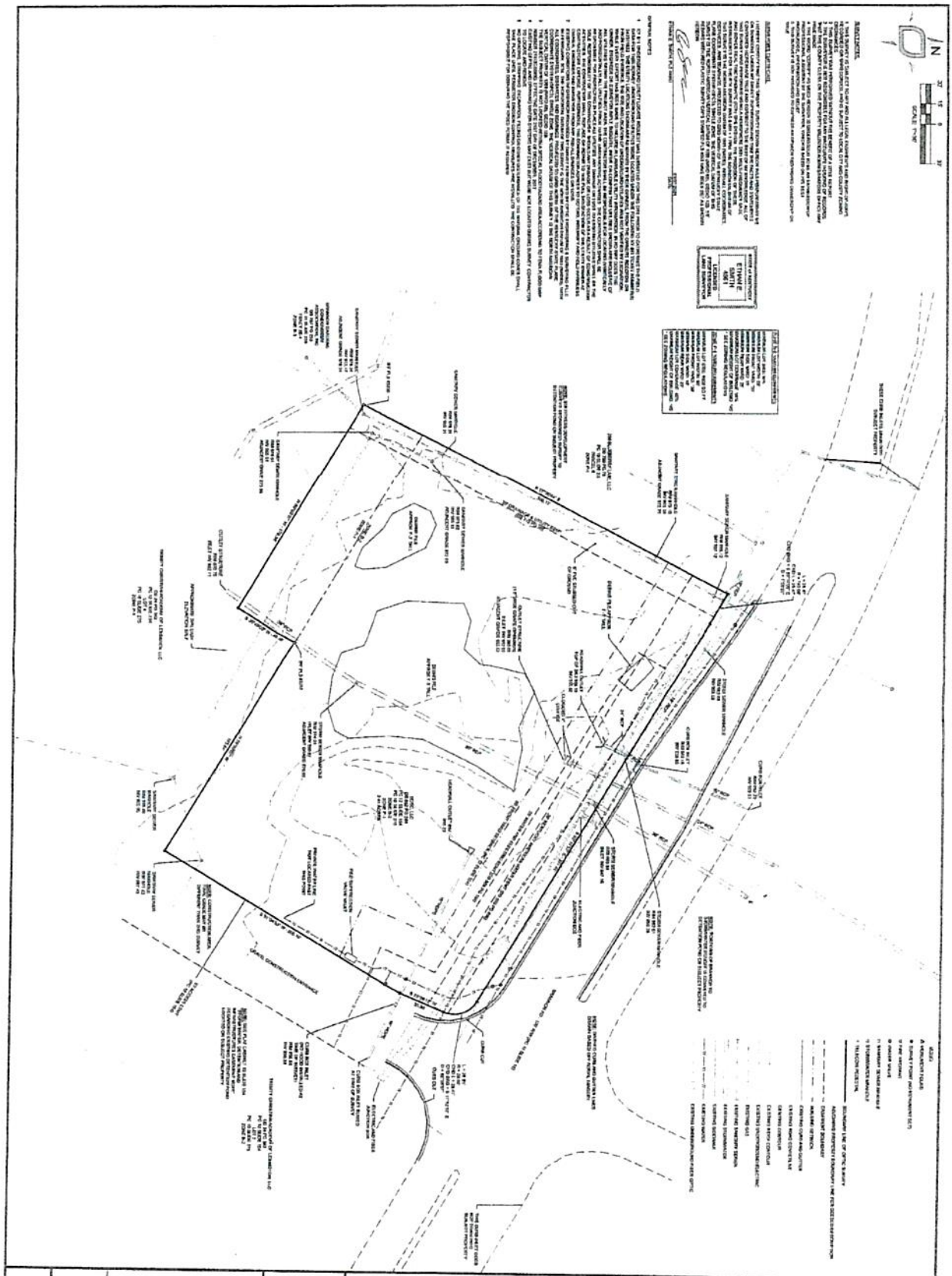
FOR:
MEFFORD CONTRACTING
103 FIELDVIEW DRIVE
LEXINGTON KY 40383

| No. | Revision/Issue | Date |
|---|---|---|

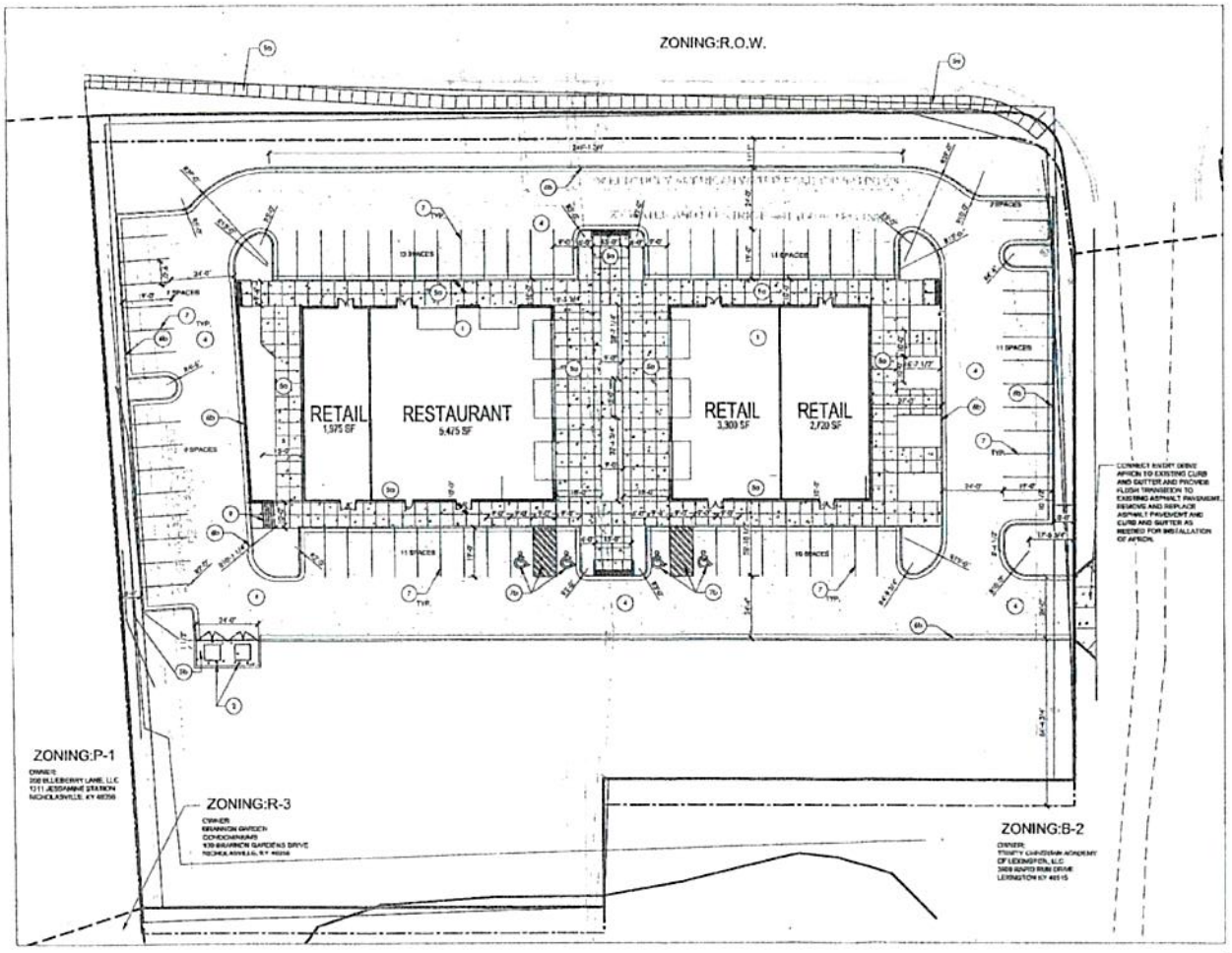
FINAL DEVELOPMENT PLAN

C1.1

04/24/2024



| | | | | |
|---|---|---|---|---|
| SHEET 1 | OPTIC | PROJECT NO: 200001<br>DATE: 03/07/2024<br>DRAWN BY: CIR<br>CHECKED BY: EES<br>SCALE: 1"=30' | EXISTING SITE PLAN<br>BCSC, LLC PROPERTY<br>BRANNON RD<br>NICHOLASVILLE, JESSAMINE CO., KY | DATE / REVISION SUMMARY |




SITE DEVELOPMENT AND LAYOUT PLAN
SCALE: 1" = 20'-0"

## GENERAL NOTES

1. THIS SITE PLANS WERE PREPARED BASED UPON TOPOGRAPHIC SURVEY BY CIVIC ENGINEERING & SURVEYING, PLLC, PO BOX 912, LANCASTER, KY 40444. REFER TO SURVEY SHEET
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL EXISTING SITE CONDITIONS AND ANY DISCREPANCIES THAT MAY BE PRESENT. CONTRACTOR IS TO REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT AND/OR ARCHITECT PRIOR TO THE START OF CONSTRUCTION.
3. THE LANDSCAPE ARCHITECT AND LANDSCAPE ARCHITECTS CONSULTANTS SHALL HAVE NO RESPONSIBILITY FOR THE DISCOVERY, PRESENCE, HANDLING, REMOVAL OR DISPOSAL OF OR EXPOSURE OF PERSONS TO HAZARDOUS MATERIALS IN ANY FORM AT THE PROJECT SITE, INCLUDING BUT NOT LIMITED TO ASBESTOS, ASBESTOS PRODUCTS, POLYCHLORINATED BIPHENYL (PCB) OR OTHER TOXIC SUBSTANCES.
4. THE CONTRACTOR SHALL USE EXTREME CAUTION IN WORKING AROUND EXISTING OVERHEAD AND UNDERGROUND UTILITIES. CONTRACTOR IS AND PROCEDURES SHOULD BE IMPLEMENTED TO PROTECT ALL UTILITIES FROM DAMAGE DURING CONSTRUCTION.
5. SITE EROSION CONTROLS PLAN FOR RECOMMENDED BEST MANAGEMENT PRACTICES INFORMATION AND SEDIMENT CONTROLS.
6. CONSTRUCTION MANAGER OR CONTRACTOR RESPONSIBLE FOR PLANS AND SPECIFICATIONS FOR INFORMATION REGARDING CONSTRUCTION SCHEDULE/SEQUENCING, CONSTRUCTION PERSONNEL/TRAINING, AND OTHER SPECIFIC SITE REQUIREMENTS.
7. ANY CHANGES, STRUCTURAL LOCATION, PLANS OR OTHER DEPARTURES OF THE INTENT, HEREIN SHALL TAKE PLACE PRIOR TO APPROVAL OF AN EROSION CONTROL PLAN. SUCH A PLAN MUST BE SUBMITTED IN ACCORDANCE WITH ARTICLE 16.
8. NO BUILDING PERMITS SHALL BE ISSUED UNLESS AND UNTIL A FINAL DEVELOPMENT PLAN IS APPROVED BY THE PLANNING COMMISSION.

## SITE DEVELOPMENT TAGS

(1) EXISTING TO REMAIN. PROTECT THROUGHOUT CONSTRUCTION.
- [a] PAVEMENT TO REMAIN - PATCH/REPAIR WHERE DAMAGED BY CONSTRUCTION. SAW-CUT TO PROVIDE CLEAN EDGE. CONCRETE PAVING TO BE SAW-CUT BACK TO NEAREST UNDAMAGED CONTROL OR ISOLATION JOINT. MATCH NEW ADJACENT PAVEMENT TO EXISTING PAVEMENT ELEVATIONS
- [b] UTILITY

(1) BUILDING/STRUCTURE. SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.

(2) CONCRETE FILLED STEEL BOLLARD. SEE DETAIL 6/C3.2.
- [a] STEEL GUARDRAIL. SEE DETAIL 8/C3.2

(3) TRAFFIC SIGNAGE (SINGLE POST). SEE DETAIL 8/C3.2.
- [a] ACCESSIBLE PARKING SIGN. SEE DETAIL 8&9/C3.2.
- [b] STOP SIGN

(4) ASPHALT PAVEMENT. SEE DETAIL A/C3.2

(5) CONCRETE PAVEMENT (3B1/13, 3C13/13) SEE DETAIL B/C3.2
- [a] 4" DEPTH CONCRETE PAVEMENT
- [b] 8" DEPTH CONCRETE PAVEMENT

(6) CONCRETE CURB - SEE DETAIL D/C3.2
- [a] CONCRETE SIDEWALK WITH TURNDOWN CURB.
- [b] CURB AND GUTTER
- [c] MEADOW CURB
- [d] ACCESSIBLE DROPPED CURB. STAIL SEE DETAIL 10/C3.2

(7) PAVEMENT MARKINGS
- [a] PAINTED, 4" PAVING STRIPING, WHITE.
- [b] ACCESSIBLE PARKING STRIPING, SEE DETAIL F/C3.2.
- [c] TRAFFIC STOP BAR, 12"X12", WHITE.
- [d] "STOP", TEXT HEIGHT 36" MINIMUM HEIGHT

(8) DUMPSTER ENCLOSURE. CONTRACTOR TO UTILIZE CHAIN-LINK GATES WITH PRIVACY SLATES OR EQUIVALENT TO PROVIDE SCREENING WHEN CLOSED. 4&5/ DETAIL D/C3.2

(9) CONCRETE STAIR WITH ALUMINUM HANDRAIL. SEE DETAIL 11 & 9/C3.1

## SITE STATISTICS:

| | |
|---|---|
| ZONE | P-1, B-2 |
| TOTAL AREA | 1.41 ACRES |
| GROSS BUILDING AREA (GBA) | 18,479 SF |
| FLOOR AREA RATIO | 0.12 |
| VEHICLE USE AREA (VUA) | 35,148 S.F. |
| PARKING SPACES REQUIRED | 55 |
| PARKING SPACES PROVIDED | 74 |
| ACCESSIBLE PROVIDED | 4 |

7,995 SF RETAIL - 1SPACE/300SF = 27 SPACES
9,475 RESTAURANT - 1 SPACE/250SF = 38 SPACES
BUILDING STORIES - 1 STORY
MAX BUILDING HEIGHT: 12'-0"

| LANDSCAPE REQUIREMENTS | REQUIRED | PROVIDED |
|---|---|---|
| EXPO ROAD LBA BUFFER | NO | NO |
| VUA INTERIOR 20 LF | 5% (1,758 SF) | 8% (2,647 SF) |
| VUA INTERIOR CANOPY - 1 TREE/250 SF | 7 TREES | 10 TREES |
| VUA LF BUFFER - 300LF | 1 TREE/40' = 27 LF | 29 TREES |

## LEGEND

- CONCRETE PAVEMENT.
- ASPHALT PAVEMENT

CONTOUR COLLABORATIVE

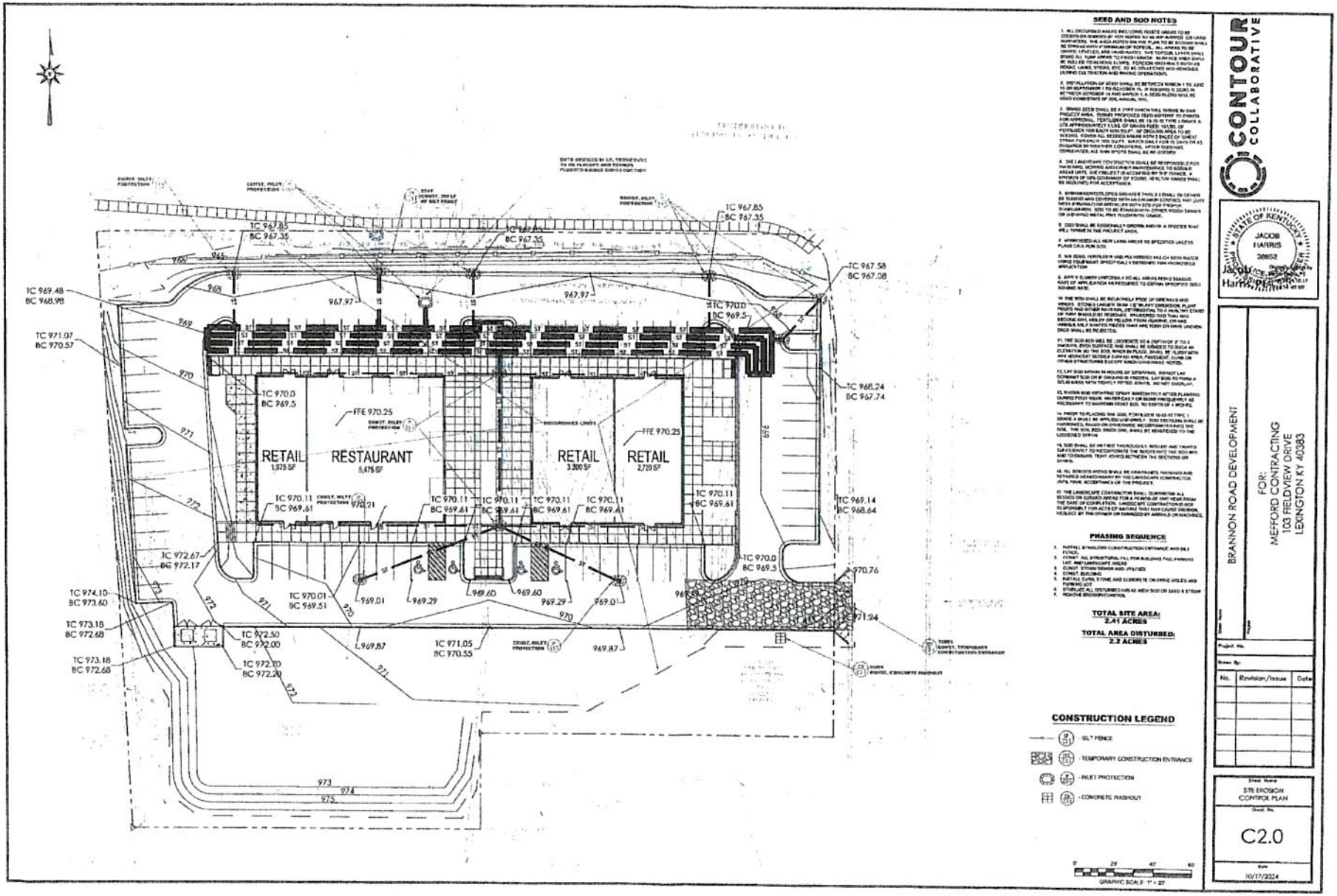
STATE OF KENTUCKY — JOSHUA RESPASS — 29240 — REGISTERED LANDSCAPE ARCHITECT
10.17.2024

BRANNON CROSSING DEVELOPMENT

FOR:
MEFFORD CONTRACTING
103 RELDVIEW DRIVE
LEXINGTON KY 40383

| No. | Revision/Issue | Date |
|---|---|---|
| | | |

Sheet Name: SITE DEVELOPMENT AND LAYOUT PLAN
Sheet No: C1.2
Date: 10/17/2024




## SEED AND SOD NOTES

1. ALL DISTURBED AREAS INCLUDING ROUTE AREAS TO BE DESIGNATED SEEDED AT ANY NOTED SO AS MAY APPROP. OR HAND MAINTAINED. THE AREA NOTED ON THE PLAN TO BE SODDED SHALL BE SHALL BE WITH A MINIMUM OF NORSOIL. ALL AREAS TO BE GRADED, LEVELED, AND HAND RAKED. THE TOPSOIL LAYER SHALL BE ROLLED TO REMOVE RUTS. TOPSOIL AREA SHALL BE FREE OF DEBRIS, STONES, ETC. TO BE COLLECTED AND REMOVED DURING CULTIVATION AND RAKING OPERATIONS.

2. INSTALLATION OF SEED SHALL BE BETWEEN MARCH 1 TO JUNE 15 OR SEPTEMBER 1 TO OCTOBER 15. IF SEEDING IS DONE IN BETWEEN OCTOBER 16 AND MARCH 1, A SEED MIXED WITH RE USED CONSISTING OF 30% ANNUAL RYE.

3. GRASS SEED SHALL BE A TYPE WHICH WILL THRIVE IN THE PROJECT AREA. SUBMIT PROPOSED SEED MIXTURE TO OWNER FOR APPROVAL. FERTILIZER SHALL BE 13-13-13 TYPE 1 APPLY A LITE APPROXIMATELY 5 LBS. OF GRASS FEED 100 LBS. OF FERTILIZER FOR EACH 1000 SQ.FT. OF GROUND AREA TO BE SEEDED. COVER ALL SEEDED AREAS WITH 2 BALES OF WHEAT STRAW PER EACH 1000 SQ.FT. WATER DAILY FOR 10 DAYS OR AS REQUIRED BY WEATHER CONDITIONS. AFTER SEEDINGS COMMENCES, ALL SWN SPOTS SHALL BE RE-SEEDED.

4. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING, MOWING AND OTHER MAINTENANCE TO SEEDED AREAS UNTIL SHE PROJECT IS ACCEPTED BY THE OWNER A MINIMUM OF 60% COVERAGE OF FOUND. HEALTHY GRASS SHALL BE REQUIRED FOR ACCEPTANCE.

5. ENVIRONMENTCOLOPES GRADE E THRU 2 SHALL BE EITHER BE SEEDED AND COVERED WITH AN EROSION CONTROL MAT (JUTE MESH STRAW) OR SIMILAR) PER KYTC 804 SOD FOR PROPER STABILIZATION. SOD TO BE STAKED WITH OTHER WOODEN SHAPES OR U-SHAPED METAL PINS THROUGH MESH.

6. SOD SHALL BE ESSENTIALLY GROWN AND OF A SPECIES THAT WILL THRIVE IN THE PROJECT AREA.

7. WATER SEED ALL NEW LAWN AREAS AS SPECIFIED UNLESS PLANS CALL FOR SOD.

8. MIX SEED, FERTILIZER AND PLE MIXED WELL OF WITH WATER USING EQUIPMENT SPECIFICALLY DESIGNED FOR HYDROMULCH APPLICATION

9. APPLY 4" EVENLY UNIFORM 4" TO ALL AREAS NEWLY GRADED. RATE OF APPLICATION AS PRESCRIBED TO OBTAIN SPECIFIED SOIL BONDING RATE.

10. THE SOD SHALL BE REASONABLY FREE OF DISEASES AND WEEDS. STONES LARGER THAN 1.5" IN ANY DIMENSION, PLANT PARTS AND OTHER MATERIAL DETRIMENTAL TO A HEALTHY STAND OF TURF SHALL BE REMOVED. IRREGULARLY SHAPED SOD THAT HAS BECOME DRY, MOLDY OR YELLOW FROM EXPOSURE, OR HAS OVERALL HALF SHRIVELED PIECES THAT ARE TORN OR HAVE UNEVEN EDGES SHALL BE REJECTED.

11. THE SOD BED SHALL BE LOOSENED TO A DEPTH OF 2" TO A SMOOTH, EVEN SURFACE AND SHALL BE GRADED TO SUCH AN ELEVATION AS THE SOD, WHEN IN PLACE, SHALL BE FLUSH WITH ANY ADJACENT SEEDED SURFACE AREA, PAVEMENT, CURB OR OTHER STRUCTURES EXCEPT WHEN OTHERWISE NOTED.

12. LAY SOD WITHIN 24 HOURS OF STRIPPING. DO NOT LAY DORMANT SOD OR IF GROUND IS FROZEN. LAY SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. DO NOT OVERLAP.

13. WATER SOD IMMEDIATELY AFTER PLANTING DURING FIRST WEEK. WATER DAILY OR MORE FREQUENTLY AS NECESSARY TO MAINTAIN MOIST SOIL TO DEPTH OF 4 INCHES.

14. PRIOR TO PLACING THE SOD, FERTILIZER 10-10-10 TYPE 1 GRADE A SHALL BE APPLIED UNIFORMLY. SOD TESTING SHALL BE PERFORMED, BASED ON OTHERWISE RECOMMENDATIONS THE SOIL THE SOIL BED SHALL BE REWORKED TO THE LOOSENED DEPTH.

15. SOD SHALL BE WATERED THOROUGHLY, ROLLED AND TAMPED SUFFICIENTLY TO INCORPORATE THE ROOTS INTO THE SOD BED AND TO ELIMINATE VOIDS BETWEEN THE SECTIONS OF SOD.

16. ALL SOD SITE AREAS SHALL BE MAINTAINED, WATERED AND REPAIRED AS NECESSARY BY THE LANDSCAPE CONTRACTOR UNTIL FINAL ACCEPTANCE OF THE PROJECT.

17. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL SEEDED OR SODDED AREAS FOR A PERIOD OF ONE YEAR FROM THE DATE OF COMPLETION. LANDSCAPE CONTRACTOR NOT RESPONSIBLE FOR ACTS OF NATURE THAT MAY CAUSE DAMAGE, NEGLECT BY THE OWNER OR DAMAGED BY ANIMALS OR MACHINES.

## PHASING SEQUENCE

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE AND SILT FENCE.
2. CONST. ALL STRUCTURAL FILL FOR BUILDING PAD, PARKING LOT, AND LANDSCAPE AREAS.
3. CONST. STORM SEWER AND UTILITIES
4. CONST. BUILDING
5. INSTALL CURB, STONE AND ELOBORITE ON DRIVE AISLES AND PARKING LOT
6. STABILIZE ALL DISTURBED AREAS WITH SOD OR SEED & STRAW
7. REMOVE EROSION CONTROL

**TOTAL SITE AREA:**
**2.41 ACRES**

**TOTAL AREA DISTURBED:**
**2.2 ACRES**

## CONSTRUCTION LEGEND

- SILT FENCE
- TEMPORARY CONSTRUCTION ENTRANCE
- INLET PROTECTION
- CONCRETE WASHOUT

GRAPHIC SCALE 1" = 20'

CONTOUR COLLABORATIVE

STATE OF KENTUCKY
JACOB HARRIS
30852
LICENSED PROFESSIONAL ENGINEER

BRANNON ROAD DEVELOPMENT

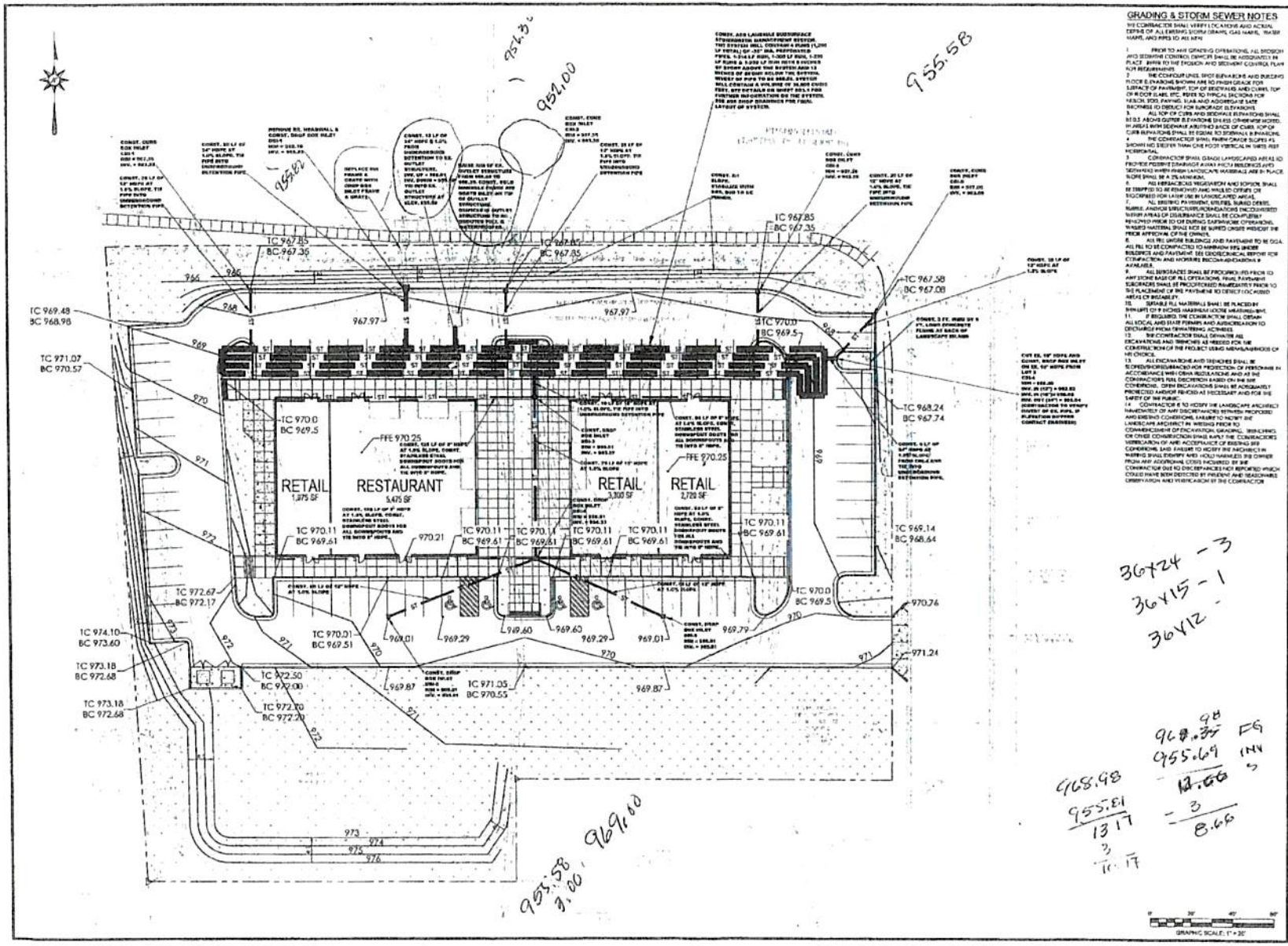
FOR:
MEFFORD CONTRACTING
103 FIELDVIEW DRIVE
LEXINGTON KY 40383

| No. | Revision/Issue | Date |
|---|---|---|
| | | |

Sheet Name: SITE EROSION CONTROL PLAN

Sheet No.: C2.0

Date: 10/17/2024




## GRADING & STORM SEWER NOTES

1. THE CONTRACTOR SHALL VERIFY LOCATIONS AND ACTUAL DEPTHS OF ALL EXISTING STORM DRAINS, GAS MAINS, WATER MAINS, AND PIPES TO BE MET.
2. PRIOR TO ANY GRADING OPERATIONS, ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE APPROPRIATELY IN PLACE AS PER THE EROSION AND SEDIMENT CONTROL PLAN FOR REQUIREMENTS.
3. THE CONTOUR LINES, SPOT ELEVATIONS AND BUILDING FLOOR ELEVATIONS SHOWN ARE TO FINISH GRADE FOR SURFACE OF PAVEMENT, TOP OF SIDEWALKS AND CURBS, TOP OF ROOF SLABS, ETC. REFER TO TYPICAL SECTIONS FOR MASON, SOD, PAVING, SLAB AND AGGREGATE SIZE THICKNESS TO DEDUCT FOR SUBGRADE ELEVATIONS.
4. ALL TOP OF CURB AND SIDEWALK ELEVATIONS SHALL BE 0.5 ABOVE GUTTER ELEVATIONS UNLESS OTHERWISE NOTED. IN AREAS WITH SIDEWALK ABUTTING BACK OF CURB, TOP OF CURB ELEVATIONS SHALL BE EQUAL TO SIDEWALK ELEVATIONS.
5. THE CONTRACTOR SHALL FINISH GRADE SLOPES AS SHOWN NO STEEPER THAN ONE FOOT VERTICAL IN THREE FEET HORIZONTAL.
6. CONTRACTOR SHALL GRADE LANDSCAPED AREAS SO FROM FREE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND SIDEWALKS WHERE FINISH LANDSCAPE MATERIALS ARE IN PLACE SLOPE SHALL BE A 2% MINIMUM.
7. ALL REFRACTORY VEGETATION AND TOPSOIL SHALL BE STRIPPED TO BE REMOVED AND WASTED OFFSITE OR STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.
8. ALL EXISTING PAVEMENT, UTILITIES, BURIED DEBRIS, RUBBLE, AND/OR UNSUITABLE EXCAVATIONS ENCOUNTERED WITHIN AREAS OF DISTURBANCE SHALL BE COMPLETELY REMOVED PRIOR TO OR DURING EARTHWORK OPERATIONS. UNSUITABLE MATERIAL SHALL NOT BE BURIED ONSITE WITHOUT THE PRIOR APPROVAL OF THE OWNER.
9. ALL FILL UNDER BUILDINGS AND PAVEMENT TO BE SOLID. ALL FILL TO BE COMPACTED TO MINIMUM 95% UNDER BUILDINGS AND PAVEMENT. SEE GEOTECHNICAL REPORT FOR COMPACTION AND MOISTURE RECOMMENDATIONS IF AVAILABLE.
10. ALL SUBGRADES SHALL BE PROOFROLLED PRIOR TO ANY STONE BASE OR ALL OPERATIONS. FINAL PAVEMENT SUBGRADES SHALL BE PROOFROLLED IMMEDIATELY PRIOR TO THE PLACEMENT OF ANY PAVEMENT TO DETECT LOOSE AREAS OR INSTABILITY.
11. SUITABLE FILL MATERIALS SHALL BE PLACED IN 8" LIFTS OF 8 INCHES MAXIMUM LOOSE MEASUREMENT.
12. IF REQUIRED, THE CONTRACTOR SHALL OBTAIN ALL LOCAL AND STATE PERMITS AND AUTHORIZATION TO DISCHARGE FROM DEWATERING ACTIVITIES.
13. THE CONTRACTOR SHALL DEWATER ALL EXCAVATIONS AND TRENCHES AS NEEDED FOR THE CONSTRUCTION OF THE PROJECT USING METHODS/METHODS OF HIS CHOICE.
14. ALL EXCAVATIONS AND TRENCHES SHALL BE SLOPED/SHORED/BRACED FOR PROTECTION OF PERSONNEL IN ACCORDANCE WITH OSHA REGULATIONS AND AT THE CONTRACTOR'S SOLE DISCRETION BASED ON THE SOIL CONDITIONS. OPEN EXCAVATIONS SHALL BE ADEQUATELY PROTECTED AND/OR FENCED AS NECESSARY AND FOR THE SAFETY OF THE PUBLIC.
14. CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES BETWEEN PROPOSED AND EXISTING CONDITIONS. FAILURE TO NOTIFY THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO COMMENCEMENT OF EXCAVATION, GRADING, TRENCHING, OR OTHER CONSTRUCTION SHALL MAKE THE CONTRACTOR'S VERIFICATION OF AND ACCEPTANCE OF EXISTING SITE CONDITIONS. SAID FAILURE TO NOTIFY THE ARCHITECT IN WRITING SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER FROM ANY ADDITIONAL COSTS INCURRED BY THE CONTRACTOR DUE TO DISCREPANCIES NOT REPORTED WHICH COULD HAVE BEEN DETECTED BY PRUDENT AND REASONABLE OBSERVATION AND INVESTIGATION BY THE CONTRACTOR

GRAPHIC SCALE: 1" = 20'

CONTOUR COLLABORATIVE

COMMONWEALTH OF KENTUCKY
JACOB HARRIS
36857
LICENSED PROFESSIONAL ENGINEER
Jacob Harris, PE

BRANNON ROAD DEVELOPMENT

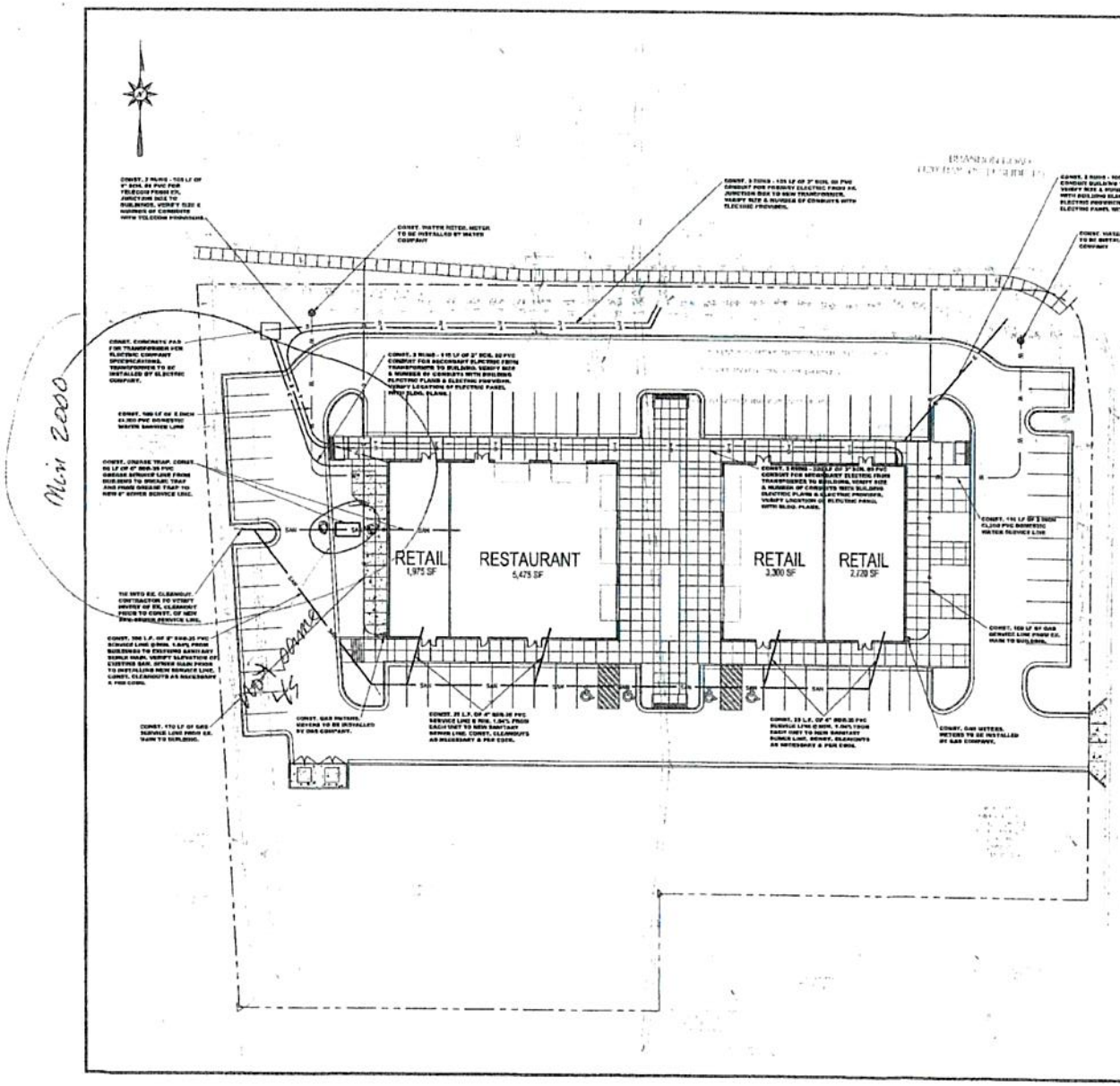
FOR:
MEFFORD CONTRACTING
103 FIELDVIEW DRIVE
LEXINGTON KY 40383

| No. | Revision/Issue | Date |
|---|---|---|
| | | |

SITE GRADING & DRAINAGE PLAN

C2.1

10/17/2024




## GENERAL NOTES

1. THE CONTRACTOR IS ADVISED THAT ALL EXISTING UTILITIES SHOWN WERE PLOTTED FROM SURVEYED DATA ON LOCATIONS PROVIDED BY INDIVIDUAL UTILITY COMPANIES. OTHER UTILITIES MAY EXIST THAT ARE UNKNOWN. THE CONTRACTOR IS ADVISED TO FIELD VERIFY ALL LINES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS ADVISED TO NOTIFY ALL LINE OWNING UTILITIES BY CONTACTING THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS PRIOR TO EXCAVATION.

2. ALL UTILITIES TO BE CONSTRUCTED TO SATISFACTION OF BUILDING.

3. BACK FILL OF ALL TRENCHES BENEATH STRUCTURES AND/OR PAVEMENT SHALL BE CRUSHED STONE OR SIMILAR MATERIAL AS APPROVED BY ENGINEER.

4. CONTRACTORS ARE ADVISED TO COORDINATE INSTALLATION OF ALL SUBSURFACE CONDUITS AND LINES SUCH THAT LINES WHICH CROSS THE LINES RECEIVING LOWER GRADES BE LAID FIRST.

5. DEPTH OF WATER LINE SHALL BE ADJUSTED AS REQUIRED TO ALLOW FOR SPECIFIED PLACEMENT OF SANITARY AND STORM SEWERS, BUT IN NO CASE LESS THAN 48 INCHES.

6. TAPPING AND INSPECTION FEES PAID BY CONTRACTOR, METER FEES TO BE PAID BY OWNER.

7. CONTRACTOR SHALL COORDINATE WATER AND SEWER SERVICES CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY. ALL WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL UTILITY COMPANY.

8. ALL TRENCHES, PIPE LAYING AND BACK FILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.

9. CONTRACTOR SHALL OBTAIN APPROVAL FROM ALL GOVERNING AGENCIES HAVING JURISDICTION OF UTILITY SYSTEMS PRIOR TO INSTALLATION.

10. ALL GAS LINES SHALL BE PROVIDED WITH VALVE BOX IN ACCORDANCE WITH LOCAL WATER UTILITY STANDARDS. MAY PROTECTION MECHANICS TO BE APPROVED BY LOCAL UTILITY COMPANY PERSONNEL.

11. TRAFFIC FLOORS SHALL BE PROVIDED AT ALL SPRIPE, SEED AND FIRE HYDRANTS AND SHALL BE CONSTRUCTED ACCORDING TO MINIMUM DEPARTMENT STANDARDS.

12. ALL WATER AND SANITARY SEWER SERVICE LINES TO THE BUILDING(S) SHALL BE PROVIDED WITH A TEMPORARY PLUG OR CAP COMPOSED TO RESILIENT AND EXTEND AS NECESSARY. COORDINATE ALL TESTING AND INSPECTION WITH THE LOCAL UTILITY COMPANY.

13. GAS CONTRACTOR SHALL FLUSH AND TEST ALL NEW UTILITY LINES ACCORDING TO THE LOCAL UTILITY COMPANY STANDARDS.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATIONS AND ELEVATIONS OF EXISTING AND PROPOSED UTILITIES PRIOR TO CONSTRUCTION. ANY CONFLICTS PRECLUDED AFTER CONSTRUCTION HAS BEGUN SHALL BE CORRECTED AT CONTRACTOR'S EXPENSE.

15. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATER AND SEWER LINES IS TEN FEET OUTSIDE DIAMETER TO OUTSIDE DIAMETER. THE MINIMUM VERTICAL SEPARATION IS EIGHTEEN INCHES.

16. DEPTH OF TRENCHES.
CONTRACTOR SHALL NOTIFY KENTUCKY 811 (811) FOR FIELD LOCATIONS PRIOR TO EXCAVATION TO LOCATE AND FLAG ALL UNDERGROUND UTILITIES WITHIN THE PROPOSED SITE.

17. CONTRACTOR SHALL VERIFY LOCATIONS THAT UTILITIES ENTER THE BUILDING FROM THE ARCHITECTURAL PLANS PRIOR TO INSTALLING UTILITY SERVICE LINE.

## SEWER NOTES

1. PIPE PIPE MATERIAL AND JOINTS SHALL CONFORM TO ASTM D-3034, LATEST REVISION.

2. FLEXIBLE THERMOPLASTIC SEWER LINING INSTALLATION SHALL CONFORM TO ASTM D-5321, LATEST REVISION.

3. ALL SEWER LINES SHALL BE LAID TO TEST HORIZONTALLY PRIOR ANY TESTING OR PROPOSED WATER MAIN EXCEPT WHERE THE WATER MAIN CROSSES OVER THE SANITARY SEWER LINE.

4. ALL TRENCHING SHEETHOLING AND STRUCTURE EXCAVATION SHALL BE UNCLASSIFIED.

5. SANITARY SEWER PIPE SHALL HAVE A MINIMUM COVER OF THIRTY (30) INCHES.

6. ALL SEWERS SHALL BE SNOW TESTED AND/OR LOW PRESSURE AIR TESTED. A DEFLECTION TEST SHALL BE PERFORMED ON ALL PLASTIC PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACK FILL HAS BEEN IN PLACE AT LEAST 30 DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF 5%. IF THE DEFLECTION TEST IS TO BE RUN USING A MANDREL IT SHALL HAVE A DIAMETER EQUAL TO 95% OF THE MEAN DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.

7. BEDDING AND BACK FILL FOR SEWERS LOCATED WITHIN STREET AREAS SHALL BE COMPACTED TO NOT LESS THAN 95% OF MAXIMUM DENSITY DETERMINED FROM THE STANDARD PROCTOR TEST.

8. WHERE SEWERS CROSS WATER MAINS SHALL BE LAID TO PROVIDE A VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. THIS SHALL BE THE CASE WHERE THE WATER MAIN IS EITHER ALONG OR ACROSS THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN.

## UNDERGROUND ELECTRIC REQUIREMENTS

## UTILITY NOTE

CONTRACTOR IS RESPONSIBLE FOR ALL PUBLIC UTILITY CONNECTIONS (ELECTRIC, WATER, GAS, SEPTIC, SEWER) AS WELL AS PROVIDING ALL INFRASTRUCTURE REQUIRED BY UTILITY COMPANY

GRAPHIC SCALE: 1" = 20'

CONTOUR COLLABORATIVE

JACOB HARRIS 36852 LICENSED PROFESSIONAL ENGINEER STATE OF KENTUCKY

Jacob Harris, PE

BRANNON ROAD DEVELOPMENT

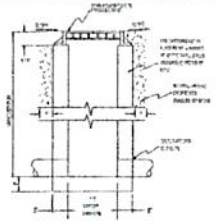
FOR:
MEFFORD CONTRACTING
103 FIELDVIEW DRIVE
LEXINGTON KY 40383

| No. | Revision/Issue | Date |
|---|---|---|
| | | |

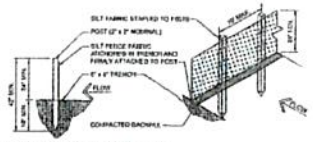
Sheet Name: SITE UTILITY PLAN

Sheet No.: C2.2

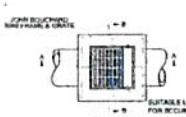
Date: 10/17/2024



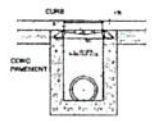
DROP BOX INLET
N.T.S.




SILT FENCE
N.T.S.



PLAN VIEW




SECTION A-A SECTION B-B

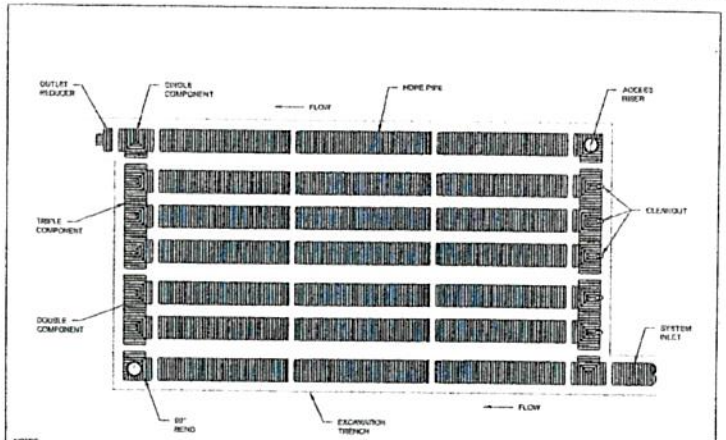


TEMPORARY CONSTRUCTION ENTRANCE
N.T.S.



PLAN VIEW

RIPRAP PROTECTION
N.T.S.

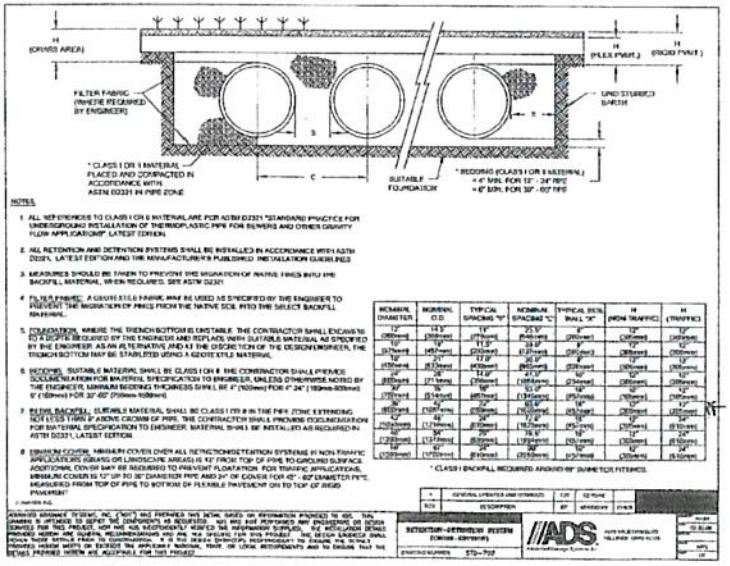



NOTES:
1. FOR INSTALLATION RECOMMENDATIONS, SEE 703 RETENTION-DETENTION SYSTEM (CROSS-SECTION) AND 703 RETENTION-DETENTION SYSTEM (RISER AND CLEANOUTS)

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT. HOW HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS SHOWN THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE SYSTEM PROVIDES HYDRAULIC MEETS OR EXCEEDS THE APPLICABLE MATERIAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

| REV | DESCRIPTION | BY | APPROVED | CHK'D |
|---|---|---|---|---|
| 2 | GENERAL UPDATES AND REVISED | TJR | 02/15/16 | |
| 1 | DESCRIPTION | BY | 10/20/2015 | CHK'D |

RETENTION-DETENTION SYSTEM (PLAN VIEW)
DRAWING NUMBER STD-701
ADS
ADVANCED DRAINAGE SYSTEMS, INC.
DATE 10/20/2015
BY TJR
SHEET NO. 1 OF 1



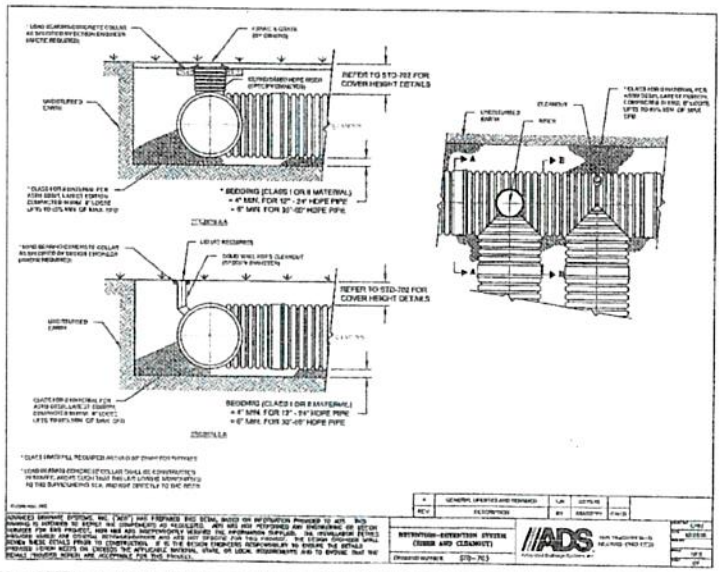

NOTES:
1. ALL REFERENCES TO CLASS I OR II MATERIAL ARE PER ASTM D2321 "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST EDITION.
2. ALL RETENTION AND DETENTION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, LATEST EDITION AND THE MANUFACTURER'S PUBLISHED INSTALLATION GUIDELINES.
3. MEASURES SHOULD BE TAKEN TO PREVENT THE MIGRATION OF NATIVE FINES INTO THE BACKFILL MATERIAL WHEN REQUIRED. SEE ASTM D2321.
4. FILTER FABRIC: A GEOTEXTILE FABRIC MAY BE USED AS SPECIFIED BY THE ENGINEER TO PREVENT THE MIGRATION OF FINES FROM THE NATIVE SOIL INTO THE SELECT BACKFILL MATERIAL.
5. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.
6. BEDDING: SUITABLE MATERIAL SHALL BE CLASS I OR II. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER, UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (102mm) FOR 4"-24" (102mm-609mm) 6" (150mm) FOR 30"-60" (750mm-1500mm).
7. BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I OR II IN THE PIPE ZONE EXTENDING NOT LESS THAN 6" ABOVE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.
8. MINIMUM COVER: MINIMUM COVER OVER ALL RETENTION/DETENTION SYSTEMS IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" FROM TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOATATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER IS 12" UP TO 36" DIAMETER PIPE AND 24" OF COVER FOR 42" - 60" DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

| NOMINAL DIAMETER | NOMINAL O.D. | TYPICAL SPACING "S" | NOMINAL SPACING "C" | TYPICAL SOIL "X" | H (NON TRAFFIC) | H (TRAFFIC) |
|---|---|---|---|---|---|---|
| 12" (300mm) | 15" (380mm) | 12.9" (330mm) | 27.9" (710mm) | 6" (150mm) | 12" (300mm) | 24" (600mm) |
| 15" (375mm) | 18.9" (480mm) | 16.1" (410mm) | 34.9" (890mm) | 7.5" (190mm) | 12" (300mm) | 24" (600mm) |
| 18" (450mm) | 22.6" (575mm) | 19.3" (490mm) | 41.9" (1065mm) | 9" (230mm) | 12" (300mm) | 24" (600mm) |
| 24" (600mm) | 30" (760mm) | 25.7" (650mm) | 55.7" (1415mm) | 12" (305mm) | 12" (300mm) | 24" (600mm) |
| 30" (750mm) | 37.4" (950mm) | 32.1" (815mm) | 69.6" (1770mm) | 15" (380mm) | 12" (300mm) | 24" (600mm) |
| 36" (900mm) | 44" (1120mm) | 38.6" (980mm) | 83.4" (2120mm) | 18" (460mm) | 12" (300mm) | 24" (600mm) |
| 42" (1050mm) | 51" (1295mm) | 45" (1145mm) | 97.2" (2470mm) | 21" (535mm) | 12" (300mm) | 24" (600mm) |
| 48" (1200mm) | 58" (1475mm) | 51.4" (1305mm) | 111" (2820mm) | 24" (610mm) | 12" (300mm) | 24" (600mm) |
| 54" (1350mm) | 65" (1650mm) | 57.9" (1470mm) | 125" (3175mm) | 27" (685mm) | 12" (300mm) | 24" (600mm) |
| 60" (1500mm) | 72" (1830mm) | 64.3" (1635mm) | 139" (3530mm) | 30" (760mm) | 12" (300mm) | 24" (600mm) |

* CLASS I BACKFILL REQUIRED AROUND 60" DIAMETER FITTINGS.

| REV | DESCRIPTION | BY | APPROVED | CHK'D |
|---|---|---|---|---|
| 2 | GENERAL UPDATES AND REVISED | TJR | 02/15/16 | |
| 1 | DESCRIPTION | BY | 10/20/2015 | CHK'D |

RETENTION-DETENTION SYSTEM (CROSS-SECTION)
DRAWING NUMBER STD-702
ADS
ADVANCED DRAINAGE SYSTEMS, INC.
DATE 10/20/2015
BY TJR
SHEET NO. 1 OF 1




* CLASS I MATERIAL REQUIRED AROUND 60" DIAMETER FITTINGS.

| REV | DESCRIPTION | BY | APPROVED | CHK'D |
|---|---|---|---|---|
| 2 | GENERAL UPDATES AND REVISED | TJR | 02/15/16 | |
| 1 | DESCRIPTION | BY | 10/20/2015 | CHK'D |

RETENTION-DETENTION SYSTEM (RISER AND CLEANOUT)
DRAWING NUMBER STD-703
ADS
ADVANCED DRAINAGE SYSTEMS, INC.
DATE 10/20/2015
BY TJR
SHEET NO. 1 OF 1

CONTOUR COLLABORATIVE

COMMONWEALTH OF KENTUCKY
JACOB HARRIS
39852
LICENSED PROFESSIONAL ENGINEER
Jacob Harris, PE

BRANNON ROAD DEVELOPMENT

FOR:
MEFFORD CONTRACTING
103 FIELDVIEW DRIVE
LEXINGTON KY 40383

Project No.
Drawn By:

| No. | Revision/Issue | Date |
|---|---|---|
| | | |

Sheet Name
SITE DETAILS
Sheet No.
C3.1
Date
10/17/2024

## FIXTURE SCHEDULE

| MANUFACTURER | FIXTURE | PRODUCT INFORMATION | POWER | LUMEN OUTPUT |
|---|---|---|---|---|
| LITHONIA LIGHTING | DSX1 18' POLE MOUNT | LED P5 - 40K CCT T2M DISTRIBUTION | 241 WATTS | 37,521 LM |
| LITHONIA LIGHTING | RADPT 15' POST TOP | LED P2 - 40K PATH | 38 WATTS | 4,009 LM |

CALCULATION SURFACE SET AT 0'-0" ABOVE GRADE

PLAN LEGEND

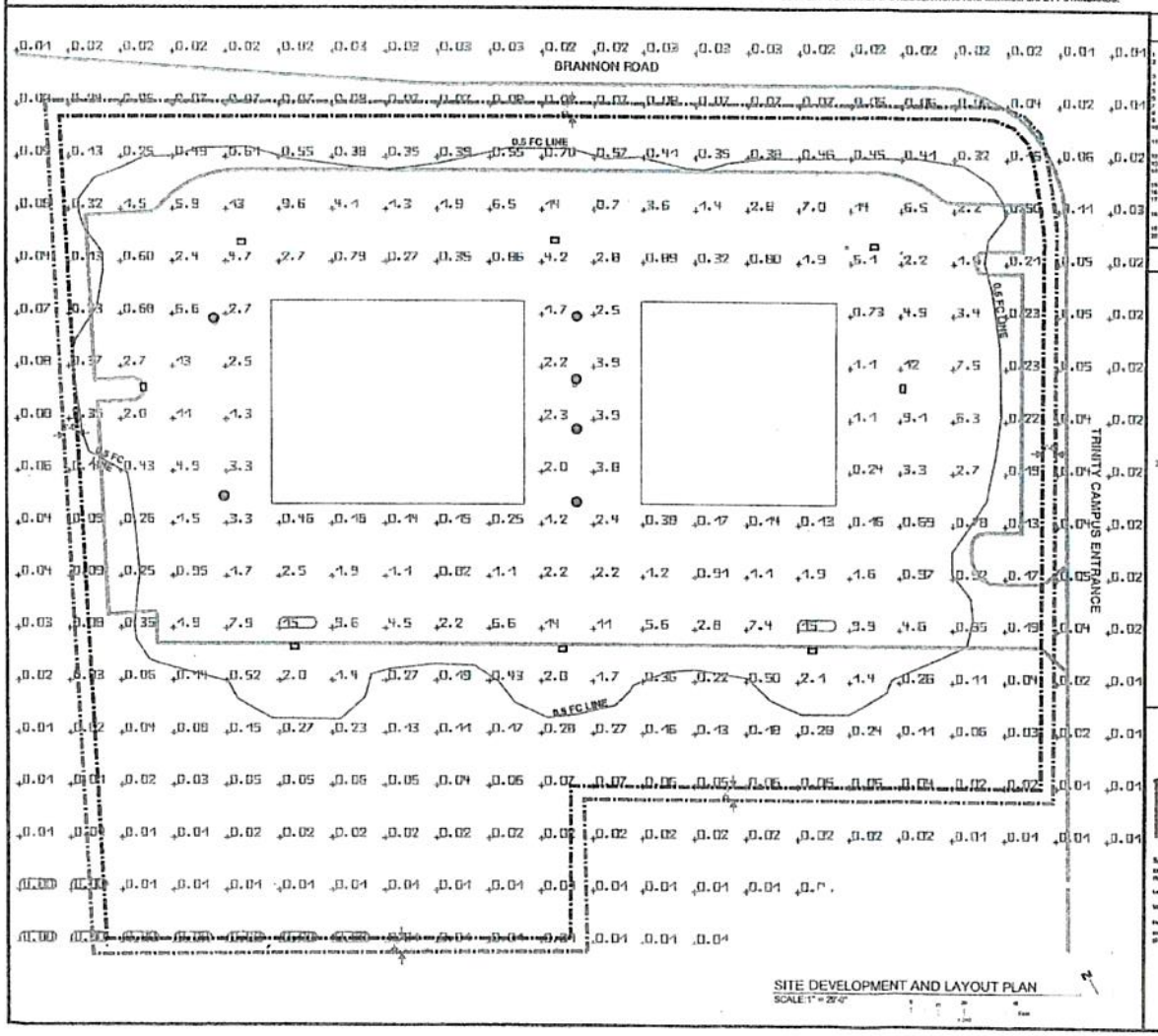
- LITHONIA DSX PARKING LOT FIXTURES
- LITHONIA RADEAN PATHWAY LIGHT FIXTURES

NOTE: PHOTOMETRY CALCULATIONS SHOWN ARE FOR THE SITE LIGHTING FIXTURES TAGGED ONLY. NO ARCHITECTURAL LIGHTING FEATURES HAVE BEEN INCLUDED.

NOTE: CALCULATIONS BASED ON FIXTURES LISTED IN SCHEDULE ABOVE. ANY SUBSTITUTIONS ARE TO BE REPORTED TO ARCHITECT TO ENSURE COMPLIANCE WITH LOCAL REGULATIONS AND MINIMUM SAFETY STANDARDS.

## GENERAL NOTES

1. THE SITE PLANS SHOW THE PARK BASED UPON TOPOGRAPHIC SURVEYS BY OPTIC ENGINEERING & SURVEYING, PLLC, PHONE 859 272-1 LANCASTER, KY 40444. REFER TO SITE SURVEY SHEET
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL EXISTING SITE CONDITIONS AND ANY FEATURES THAT MAY BE FOUND CONTRACTOR IS TO REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT AND/OR ARCHITECT PRIOR TO THE START OF CONSTRUCTION
3. THE LANDSCAPE ARCHITECT AND LANDSCAPE ARCHITECT'S CONSULTANTS SHALL HAVE NO RESPONSIBILITY FOR THE DISCOVERY, PRESENCE, HANDLING, REMOVAL OR DISPOSAL OF OR EXPOSURE OF PERSONS TO HAZARDOUS MATERIALS IN ANY FORM AT THE PROJECT SITE, INCLUDING BUT NOT LIMITED TO ASBESTOS, ASBESTOS PRODUCTS, POLYCHLORINATED BIPHENYL (PCB) OR OTHER TOXIC SUBSTANCES.
4. THE CONTRACTOR SHALL USE EXTREME CAUTION IN WORKING AROUND EXISTING OVERHEAD AND UNDERGROUND UTILITIES. PROTOCOLS AND PRECAUTIONS SHOULD BE IMPLEMENTED TO PROTECT ALL UTILITIES FROM DAMAGE DURING CONSTRUCTION.
5. SEE EROSION CONTROL PLAN FOR RECOMMENDED BEST MANAGEMENT PRACTICES (BMP) INFORMATION AND DESIGNED CONTROLS
6. CONSTRUCTION MANAGER OR CONTRACTOR IS RESPONSIBLE FOR PLANS AND SPECIFICATIONS FOR INFORMATION REGARDING CONSTRUCTION SCHEDULE, SEQUENCING, CONSTRUCTION FENCING/STAGING, AND OTHER EFFORTS' SITE REQUIREMENTS
7. NO GRADING, STAKEPING, EXCAVATION, FILLING OR OTHER DISTURBANCE OF THE NATURAL GROUND SHALL TAKE PLACE PRIOR TO APPROVAL OF AN EROSION CONTROL PLAN. SUCH A PLAN MUST BE SUBMITTED IN ACCORDANCE WITH ARTICLE 16.
8. NO BUILDING PERMITS SHALL BE ISSUED UNLESS AND UNTIL A FINAL DEVELOPMENT PLAN IS APPROVED BY THE PLANNING COMMISSION

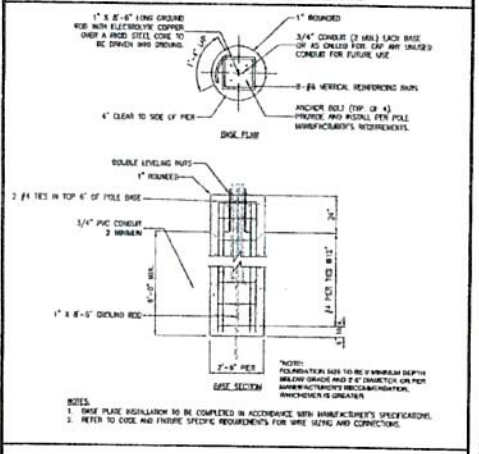



SITE DEVELOPMENT AND LAYOUT PLAN
SCALE: 1" = 20'-0"

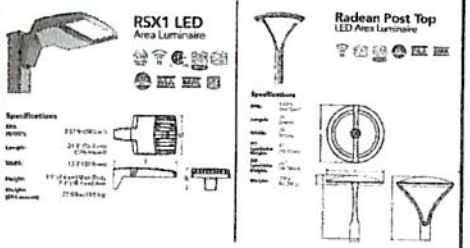
## LIGHTING NOTES

1. RESISTANCE SHOWN ARE BY UNITS OF MEASURE (FOOT-CANDLE).
2. LITHONIA LIGHTING FIXTURES LISTED IN MODEL (SEE FIXTURE SCHEDULE ON THIS SHEET) LIGHTING PLAN SHOWN FOR REFERENCE ONLY. VERIFICATION TO BE PROVIDED BY MANUFACTURER OF SELECTED PRODUCT.
3. FIXTURES SHALL MATCH AS NOTED OR EQUIVALENT AS APPROVED PRIOR CONSTRUCTION
4. REFER TO ARCHITECTURAL ENGINEER PLANS FOR EMERGENCY/EGRESS LIGHTING HEADING, TYPES, AND LOCATIONS
5. POLE HEIGHTS FOR SITE LIGHTING TO BE 20' FROM BASE OF POLE
6. POLE FIXTURE TO BE BLACK (BLACK OTHERWISE SPECIFIED BY THE OWNER)
7. PROJECTS ARE TAKEN AT FINISH GRADE
8. FIXTURES TO BE LOCATED AS SHOWN
9. C.L.P. CALCULATED AT 0 FT.
10. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY AND PROVIDE TOTAL LINEAR FEET OF CONDUIT AND WIRE AS NECESSARY FOR INSTALLATION OF FIXTURES TO BE LOCATED AS SHOWN
11. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH MECHANICAL AND ELECTRICAL ENGINEER TO ENSURE ELECTRICAL PANEL LOADING REQUIREMENTS ARE MET AND NOT EXCEEDED
12. CONTRACTOR SHALL COORDINATE WITH MECHANICAL PLANS FOR CONNECTION TO ELECTRICAL SERVICE PANEL
13. CONTRACTOR SHALL VERIFY THAT ALL ELECTRICAL CONFIGURATIONS AND INSTALLATIONS MEET LOCAL BUILDING CODES AND LOADING REQUIREMENTS
14. CONTRACTOR IS RESPONSIBLE TO MAKE ANY DISCREPANCIES BETWEEN ARCHITECTURAL, MECHANICAL/ELECTRICAL, AND SITE LIGHTING PLANS ARE TO BE BROUGHT TO ENGINEER'S ATTENTION IN WRITING
15. ALL LIGHTING IS TO BE POINTED DOWNWARD AND SHIELDED AS NOT TO ENCROACH ONTO ADJACENT PROPERTIES OR ROADWAYS
16. LUMINAIRE PRODUCT IS TO BE THAT PROVIDED IN LAKE DISTRICT WEST STREET ADJACENT PROPERTY. ON DECIDING THE AREA OF USE WILL NOT BE PERMITTED
17. LIGHTS INDICATING FLASHING ON SYSTEM EFFECT THAT SPILLS OF 10 FC FROM AN ADJACENT PROPERTIES, ROADWAYS, OR ANY SPACE ARE NOT PERMITTED
18. LUMINAIRE IS RESPONSIBLE FOR VERIFICATION OF ALL UTILITY LOCATIONS PRIOR TO INSTALLATION OF LIGHTING, BASES AND ASSOCIATED INFRASTRUCTURE
19. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL INFRASTRUCTURE STANDARDS AS REQUIRED BY LOCAL AND STATE OFFICIALS
20. PER MICHOLASVILLE ZONING ORDINANCE ARTICLE 4.30.5.H.III CONTRACTOR SHALL ADJUST OR MODIFY ALL LIGHT FIXTURES AS NECESSARY TO SHIELD ALL LIGHT SOURCE FROM ADJOINING PROPERTIES

## STANDARD LIGHT POLE BASE DETAIL




NOTES:
1. BASE PLATE INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. REFER TO CODE AND FIXTURE SPECIFIC REQUIREMENTS FOR WIRE SIZING AND CONNECTIONS.




CONTOUR COLLABORATIVE

JOSHUA DESHAWN WEST LANDSCAPE ARCHITECT
09.16.2024

BRANNON CROSSING DEVELOPMENT

FOR:
MEFFORD CONTRACTING
103 FIELDVIEW DRIVE
LEXINGTON KY 40383

| No. | Revision/Issue | Date |
|---|---|---|
| | | |

Project No.
Drawn By

Sheet Name: SITE LIGHTING PLAN
Sheet No: L1.0
Date: 09/19/2024

PLANT SCHEDULE

| SYMBOL | CODE | BOTANICAL/COMMON NAME | SIZE | CONTAINER | QTY | REMARKS |
|---|---|---|---|---|---|---|
| | AR | Acer rubrum / Red Maple | - | - | 4 | |
| | AS | Acer saccharum / Sugar Maple | 2" Cal. | B&B | 6 | |
| | BN | Betula nigra / River Birch | 2" Cal. | B&B | 14 | |
| | GT | Gleditsia triacanthos f. inermis 'Shademaster' / Shademaster Honeylocust | 2" Cal. | B&B | 4 | |
| | LT | Liriodendron tulipifera / Tuliptree | 2" Cal. | B&B | 14 | |
| | M02 | Malus sargentii / Sargent Crabapple | 6' Ht. | B&B | 3 | |
| | PO | Platanus occidentalis / American Sycamore | 2" Cal. | B&B | 4 | |

| SYMBOL | CODE | BOTANICAL/COMMON NAME | SIZE | CONTAINER | QTY | REMARKS |
|---|---|---|---|---|---|---|
| | AT3 | Taxus x media 'Tauntonii' / Tauntons Yew | 3 gal. | Pot | 18 | |
| | DW | Diervilla x 'Kodiak Orange' / Kodiak Orange Diervilla | 3 gal. | Pot | 7 | |
| | FG | Fothergilla gardenii / Dwarf Fothergilla | 3 gal. | Pot | 16 | |
| | HS | Hydrangea arborescens 'Strong Annabelle' / Strong Annabelle Hydrangea | - | - | 7 | |
| | IG | Ilex glabra 'Shamrock' / Shamrock Inkberry | 3 gal. | Pot | 16 | |
| | IV | Ilex verticillata 'Winter Red' / Winter Red Winterberry | 5 gal. | B&B | 4 | |
| | JC | Juniperus chinensis 'Sea Green' / Sea Green Juniper | 3 gal. | Pot | 26 | |
| | MS | Myrica pensylvanica / Bayberry | 5 gal. | B&B | 4 | |
| | PL | Prunus laurocerasus 'Otto Luyken' / Otto Luyken Cherry Laurel | 3 gal. | Pot | 26 | |
| | RG | Rosa x 'Radrazz' / Knock Out Rose | 3 gal. | Pot | 16 | |
| | TM | Taxus x media 'Hicksii' / Hicks Yew | 6' Ht. | B&B | 4 | |
| | VT | Viburnum x burkwoodii 'Mohawk' / Mohawk Viburnum | 3 gal. | Pot | 16 | |

| SYMBOL | CODE | BOTANICAL/COMMON NAME | SIZE | CONTAINER | QTY | REMARKS |
|---|---|---|---|---|---|---|
| | AR | Acer rubrum / Red Maple | - | - | 4 | |
| | AS | Acer saccharum / Sugar Maple | 2" Cal. | B&B | 6 | |
| | BN | Betula nigra / River Birch | 2" Cal. | B&B | 14 | |
| | GT | Gleditsia triacanthos f. inermis 'Shademaster' / Shademaster Honeylocust | 2" Cal. | B&B | 4 | |
| | LT | Liriodendron tulipifera / Tuliptree | 2" Cal. | B&B | 14 | |
| | M02 | Malus sargentii / Sargent Crabapple | 6' Ht. | B&B | 3 | |
| | PO | Platanus occidentalis / American Sycamore | 2" Cal. | B&B | 4 | |

| SYMBOL | CODE | BOTANICAL/COMMON NAME | SIZE | CONTAINER | QTY | REMARKS |
|---|---|---|---|---|---|---|
| | AT3 | Taxus x media 'Tauntonii' / Tauntons Yew | 3 gal. | Pot | 18 | |
| | DW | Diervilla x 'Kodiak Orange' / Kodiak Orange Diervilla | 3 gal. | Pot | 7 | |
| | FG | Fothergilla gardenii / Dwarf Fothergilla | 3 gal. | Pot | 16 | |
| | HS | Hydrangea arborescens 'Strong Annabelle' / Strong Annabelle Hydrangea | - | - | 7 | |
| | IG | Ilex glabra 'Shamrock' / Shamrock Inkberry | 3 gal. | Pot | 16 | |
| | IV | Ilex verticillata 'Winter Red' / Winter Red Winterberry | 5 gal. | B&B | 4 | |
| | JC | Juniperus chinensis 'Sea Green' / Sea Green Juniper | 3 gal. | Pot | 26 | |
| | MS | Myrica pensylvanica / Bayberry | 5 gal. | B&B | 4 | |
| | PL | Prunus laurocerasus 'Otto Luyken' / Otto Luyken Cherry Laurel | 3 gal. | Pot | 26 | |
| | RG | Rosa x 'Radrazz' / Knock Out Rose | 3 gal. | Pot | 16 | |
| | TM | Taxus x media 'Hicksii' / Hicks Yew | 6' Ht. | B&B | 4 | |
| | VT | Viburnum x burkwoodii 'Mohawk' / Mohawk Viburnum | 3 gal. | Pot | 16 | |

LEGEND

NEW SHRUB/PERENNIAL SEE DETAIL C/L1.1

NEW TREE SEE DETAIL D/L1.1

3' SOD STRIP TO BE PLACED ADJACENT TO ALL PAVEMENTS AND WALK AND ON SLOPES GREATER THAN 3:1. ALL OTHER AREAS DISTURBED BY CONSTRUCTION RECEIVE SEED AND STRAW.

SITE STATISTICS:

| | |
|---|---|
| ZONE | P-1, B-2 |
| TOTAL AREA | 2.41 ACRES |
| GROSS BUILDING AREA (GBA) | 10,419 SF |
| FLOOR AREA RATIO | 0.10 |
| VEHICULAR USE AREA (VUA) | 35,144 S.F. |
| PARKING SPACES REQUIRED | 55 |
| PARKING SPACES PROVIDED | 74 |
| ADA PARKING REQ./PROVIDED | 4/4 |

7,999 SF RETAIL - 1/SPACE/200SF = 37 SPACES
3,475 RESTAURANT - 1 SPACE/200SF = 28 SPACES

*CODE 11.10(F)(1) SCREEN PROVIDED ON SOUTH SIDE IN LIEU OF SOUTH VUA PERIMETER

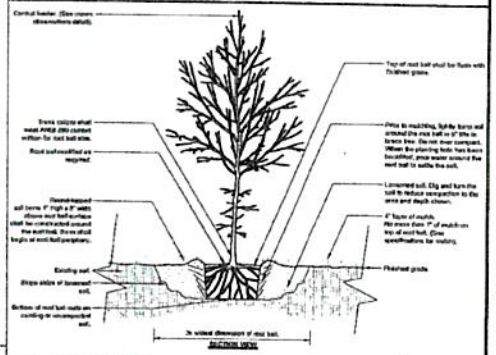
| LANDSCAPE REQUIREMENTS | REQUIRED | PROVIDED |
|---|---|---|
| SCRN REQ LO BUFFER | NO | YES |
| VUA PERIMETER LB | 10'x(1,758 SF) | 4'x(2,212 SF) |
| VUA INTERIOR CANOPY - 1 SHADE/200 SF | 9 TREES | 16 TREES |
| VUA LB BUFFER - 10'x1.2 | (758/40' + 2)* 1 | 20 TREES |

GENERAL NOTES

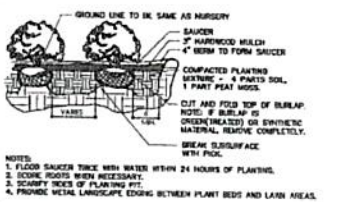
1. THE SITE PLANS SHOW PROPOSED SITES FROM TOPOGRAPHIC SURVEYS BY OPUS ENGINEERING & SURVEYING, PLLC, PO BOX 909, LANCASTER, KY 40444. PHONE: (859)792-3. SURVEY SHALL
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY ALL EXISTING SITE CONDITIONS AND ANY FEATURES THAT MAY BE PRESENT CONTRACTOR IS TO REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT AND/OR ARCHITECT PRIOR TO THE START OF CONSTRUCTION.
3. THE LANDSCAPE ARCHITECT AND LANDSCAPE ARCHITECT'S CONSULTANTS SHALL HAVE NO RESPONSIBILITY FOR THE DISCOVERY, PRESENCE, HANDLING, REMOVAL OR EXPOSURE OF, OR EMERGENCY RESPONSE FOR ANY HAZARDOUS MATERIALS IN ANY FORM AT THE PROJECT SITE, INCLUDING BUT NOT LIMITED TO ASBESTOS, ASBESTOS PRODUCTS, POLYCHLORINATED BIPHENYL (PCB) OR OTHER TOXIC SUBSTANCES.
4. THE CONTRACTOR SHALL USE EXTREME CAUTION IN EXCAVATING AROUND EXISTING OVERHEAD AND UNDERGROUND UTILITIES. PROTOCOLS AND PROCEDURES SHOULD BE IMPLEMENTED TO PROTECT ALL UTILITIES FROM DAMAGE DURING CONSTRUCTION.
5. SITE EROSION CONTROLS PLAN FOR DECOMMISSION BEST MANAGEMENT PRACTICES INFORMATION AND EROSION BEST CONTROLS
6. CONSTRUCTION SEQUENCE FOR CONTRACTOR AS PROVIDED FOR PLANS AND EROSION CONTROL FOR INFORMATION REGARDING CONSTRUCTION
7. ANY GRADING, EXCAVATION, EARTHWORK, FILLING OR OTHER DISTURBANCE OF THE NATURAL GROUND SHALL TAKE PLACE PRIOR TO APPROVAL OF AN EROSION CONTROL PLAN. SUCH A PLAN MUST BE SUBMITTED IN ACCORDANCE WITH ARTICLE 18.
8. ANY BUILDING PERMITS ISSUED, BE ISSUED UNLESS PERMANENT, A FINAL DEVELOPMENT PLAN IS APPROVED BY THE PLANNING COMMISSION.

LANDSCAPE NOTES

1. THE CONTRACTOR IS TO LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK. ANY CONFLICTS IN LOCATION OF PLANT MATERIAL ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
2. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTINGS SHOWN ON ALL DRAWINGS.
3. SCHEDULE A REVIEW OF THE PLANTS TO BE INSTALLED WITH THE LANDSCAPE ARCHITECT. PROVIDE AT LEAST 5 BUSINESS DAYS ADVANCE NOTICE OF MEETING. VIEWING CAN EITHER BE CONDUCTED AT THE STORAGE NURSERY ONCE ALL THE PLANTS ARE PURCHASED, OR ON-SITE PRIOR TO ANY PLANTS BEING PLACED IN THE GROUND. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS THAT HAVE NOT BEEN VIEWED PRIOR TO BEING PLACED IN THE GROUND.
4. PRESERVATION AND REMOVAL OF EXISTING TREES.
   A) EXISTING TREES DESIGNATED TO BE PRESERVED SHALL BE PROTECTED AS PER DETAILS AND SITE CONTRACT SPECIFICATIONS. ALL PROTECTIVE MEASURES SHALL BE CARRIED AS PER THE SPECIFICATIONS AND DRAWINGS.
   B) ALL EXISTING TREES DESIGNATED FOR REMOVAL SHALL BE REMOVED AS PER THE CONTRACT SPECIFICATIONS AND ONLY BY PERMISSION OF THE LANDSCAPE ARCHITECT.
5. NO PLANT SHALL BE PUT INTO THE GROUND BEFORE ROUGH GRADING HAS BEEN FINISHED AND APPROVED BY THE LANDSCAPE ARCHITECT.
6. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN AND SHALL HAVE PASSED ANY INSPECTIONS REQUIRED UNDER STATE REGULATIONS. ALL PLANTS SHALL BE BALLED AND BURLAP WRAPPED UNLESS OTHERWISE NOTED IN THE PLANTING SCHEDULE. ANY EVERGREEN WRAPPING AND ALL CONTAINERS SHALL BE REMOVED PRIOR TO PLANTING.
7. ALL SHRUBS AND HEDGES SHALL BE AT LEAST 2 FULL FEET/HEIGHT WITH AT LEAST 3 CANES OR LARGER, UNLESS OTHERWISE NOTED. ALL SINGLE STEM TREES SHALL HAVE A MINIMUM 1.5" CALIPER, UNLESS OTHERWISE NOTED. PLANTS SHOULD MEET THESE CONDITIONS IN ACCORDANCE WITH THE STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN, AND THE SPECIFICATIONS NOTED ON THE PLANTING SCHEDULE.
8. ANY STAKING, RISING, AND/OR WRAPPING SHALL BE DONE ONLY WHERE SLOPES ARE GREATER THAN 30%, OR WHERE HIGH WIND OR OTHER HAZARDS CONDITIONS EXIST.
9. ALL SHRUBS AND GROUND COVER PLANTS SHALL BE PLANTED AT THE ON CENTER DISTANCES NOTED ON THE PLANTING SCHEDULE.
10. ALL OPEN LANDSCAPE AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE SODDED UNLESS OTHERWISE NOTED ON PLANS.
11. ALL PLANTING BEDS SHALL BE MULCHED WITH MATERIALS AS SPECIFIED ON THE PLANTING PLAN, WITH A SAUCER SURROUNDING EACH PLANT. HARDWOOD MULCH SHALL BE EVENLY SPREAD, 3"-4" DEEP.
12. A PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANTING BEDS. FERTILIZER SHALL BE APPLIED IN ACCORDANCE WITH THE SOIL TEST RECOMMENDATIONS.
13. ALL LANDSCAPING MATERIALS SHALL BE INSTALLED IN A SOUND, WORKMANLIKE MANNER, AND ACCORDING TO BEST PRACTICE CONSTRUCTION AND PLANTING PROCEDURES. ANY LANDSCAPE MATERIAL THAT IS DEEMED UNACCEPTABLE, OR INSTALLED IN A MANNER THAT RENDERS THEM UNACCEPTABLE AS DETERMINED BY THE LANDSCAPE ARCHITECT, SHALL BE REMOVED AND REPLACED WITH ACCEPTABLE MATERIALS. ALL CHANGES AND SUBSTITUTIONS OF PLANT AND LANDSCAPE MATERIALS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT, OR EQUAL.
14. SCREENING AND LANDSCAPING SHALL BE PROVIDED AS REQUIRED BY ARTICLE 18 OF THE LFUCG ZONING ORDINANCE.
15. ALL PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO THE PLANTING SPECIFICATIONS OF THE LFUCG PLANTING MANUAL.

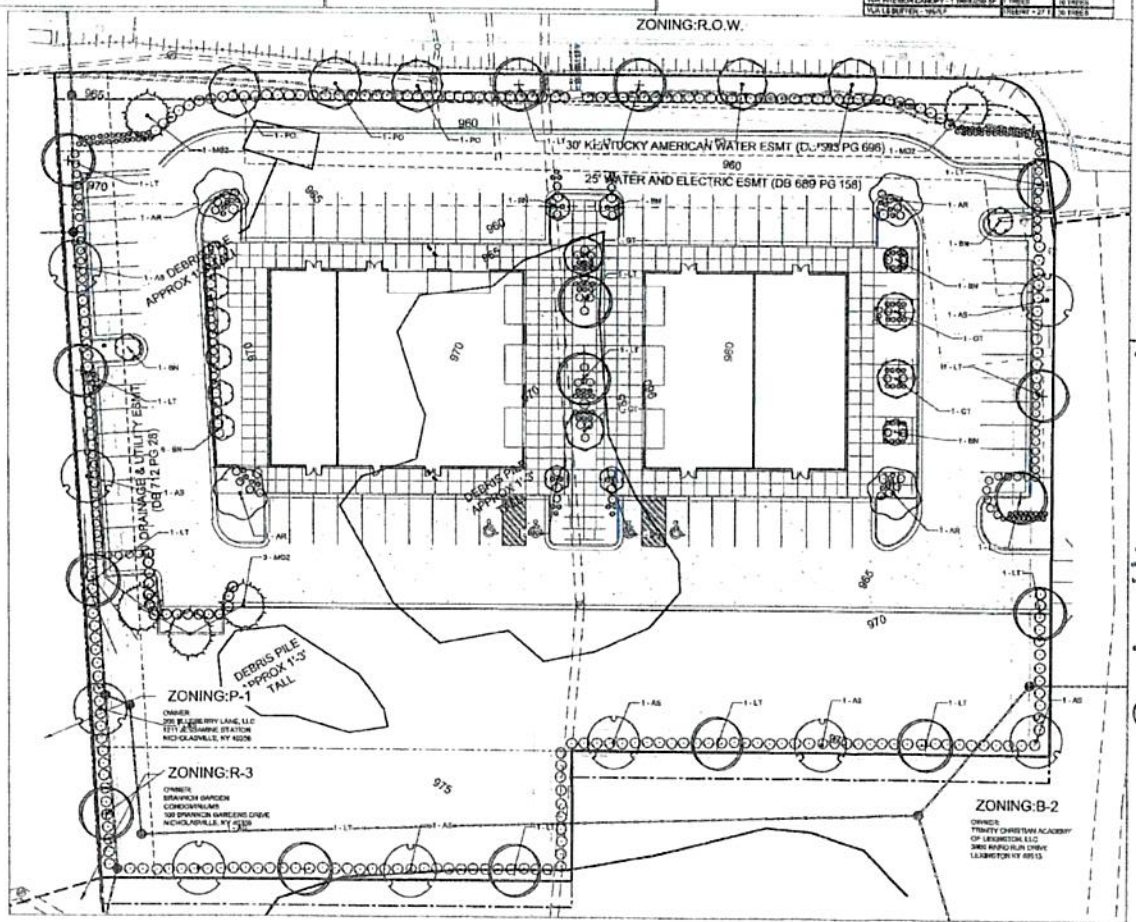



L1.1 TREE PLANTING
1/2" = 1'-0"




NOTES:
1. FLOOD SAUCER THICE with WATER WITHIN 24 HOURS OF PLANTING.
2. SCORE ROOTS WHEN NECESSARY.
3. SCARIFY SIDES OF PLANTING PIT.
4. PROVIDE METAL LANDSCAPE EDGING BETWEEN PLANT BEDS AND LAWN AREAS.

C SHRUB PLANTING
SCALE: N/S




SITE DEVELOPMENT AND LAYOUT PLAN
SCALE: 1" = 20'-0"

CONTOUR COLLABORATIVE

STATE OF KENTUCKY
KEVIN A. DEPAPA
LICENSED LANDSCAPE ARCHITECT
10.17.2024

BRANNON CROSSING DEVELOPMENT

FOR:
MEFFORD CONTRACTING
103 FIELDVIEW DRIVE
LEXINGTON KY 40383

| No. | Revision/Issue | Date |
|---|---|---|
| | | |

SITE LANDSCAPE PLAN

L1.1

10/17/2024


005624
006410
006468
792 E Brannon
006468
006410
006467

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SITE-SPECIFIC AGREEMENT WITH THE JESSAMINE SOUTH ELKHORN WATER DISTRICT AND BCSC, LLC, TO PROVIDE SANITARY SEWER CONVEYANCE AND TREATMENT CAPACITY TO A PORTION OF PROPERTY IN JESSAMINE COUNTY

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Site-Specific Agreement, which is attached hereto and incorporated herein by reference, with the Jessamine-South Elkhorn Water District and BCSC, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of property in Jessamine County.

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
0450-25:WDR:4925-8233-1965, v. 1

RESOLUTION NO. 251 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SITE-SPECIFIC AGREEMENT WITH THE JESSAMINE SOUTH ELKHORN WATER DISTRICT AND BCSC, LLC, TO PROVIDE SANITARY SEWER CONVEYANCE AND TREATMENT CAPACITY TO A PORTION OF PROPERTY IN JESSAMINE COUNTY

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Site-Specific Agreement, which is attached hereto and incorporated herein by reference, with the Jessamine-South Elkhorn Water District and BCSC, LLC, to provide sanitary sewer conveyance and treatment capacity to a portion of property in Jessamine County.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0450-25:WDR:4925-8233-1965, v. 1

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

### File Number: 0453-25

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0453-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | | **In Control:** | Urban County Council |
| | | | | **File Created:** | 04/30/2025 |
| **File Name:** | Easement Acquisition Savannah-Guilford | | | **Final Action:** | 05/29/2025 |

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds of easement from owners of record, for property interests needed for the Savannah-Guilford Stormwater Improvements Project, at a cost not to exceed $1,010. [Div. of Water Quality, Martin]

**Notes:** 2232 Savannah Lane, 2296 Savannah Lane, 2276 Savannah Lane rio 7/1/2025. MS

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | 05/29/2025 |
| **Attachments:** | Blue_Sheet Memo, Easement Map, RESO 453-25 Deeds of Easement - Savannah-Guilford Stormwater Improvements Project 4920-5001-6839 v.1.docx, R-234-2025, 8624 - 234-2025 - DEED - - CLK - LFUCG Contracts-Deeds - 7-8-2025, 8625 - 234-2025 - DEED - - CLK - LFUCG Contracts-Deeds - 7-8-2025, 8626 - 234-2025 - DEED - - CLK - LFUCG Contracts-Deeds - 7-8-2025 | **Enactment Number:** | R-234-2025 |
| **Deed #:** | 8624, 8625, 8626 | **Hearing Date:** | |
| **Drafter:** | Christina King/Elizabeth Sebren | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 05/29/2025 | | |
| 1 | Urban County Council | 05/29/2025 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 05/29/2025 | Approved | | | | Pass |

### Text of Legislative File 0453-25

### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds of easement from owners of record, for property interests needed for the Savannah-Guilford Stormwater Improvements Project, at a cost not to exceed $1,010. [Div. of Water Quality, Martin]

**Summary**

Authorization to accept the Deeds of Easement from the owners of record on properties needed for the construction of the Savannah-Guilford Stormwater Improvements project located on Savannah Lane, at a cost not to exceed $1,010.00. Funds are Budgeted.

(L0453-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law**: Yes, William Razor 4/29/25

**Risk Management**: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3334-92211

This Fiscal Year Impact: $1,010.00

Annual Impact: $

Project: SAVANAHGUILFORD

Activity: CONSTRUCT_CAP

Budget Reference: 2024

Current Balance: $1,903,937.00

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: April 18, 2025

SUBJECT: Easement Acquisitions for the Savannah-Guilford Stormwater Improvements Project

---

**Request**

The purpose of this memorandum is to request a Resolution authorizing the acceptance of Deeds of Easement from the owners of record on properties needed for the construction of the Savannah-Guilford Stormwater Improvements project, at a cost not to exceed $1,010.00.

**Purpose of Request**

The requested resolution will provide funds for the purchase of permanent stormwater and/or temporary construction easements on three (3) affected parcels – 2232, 2276, and 2296 Savannah Lane.

**Project Cost in FY25 and Future Budget Years**

The cost to acquire the necessary easements will not exceed $1,010.00.

**Are Funds Budgeted**

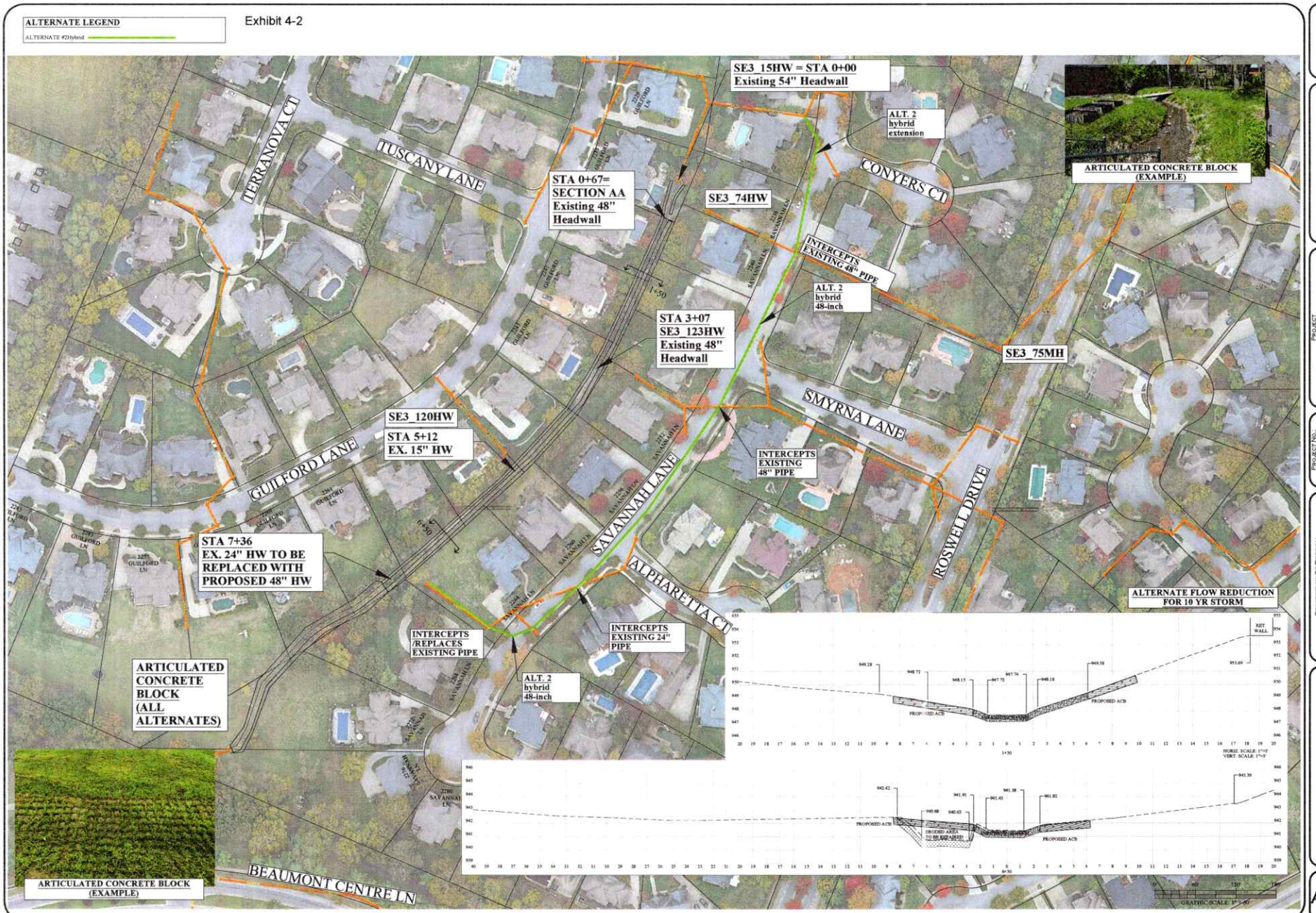
The funds are budgeted in the following account:

| FUND | DEPT ID | SECT | ACCT | PROJECT | ACTIVITY | BUD REF |
|---|---|---|---|---|---|---|
| 4052 | 303204 | 3334 | 92211 | SAVANAHGUILFORD | CONSTRUCT_CAP | 2024 |

**Director / Commissioner**

Martin / Albright

Exhibit 4-2




PROJECT
SAVANNAH-GUILFORD
STORMWATER IMPROVEMENTS
LEXINGTON - FAYETTE COUNTY - KENTUCKY

LFUCG - DIVISION OF WATER QUALITY
125 LISLE INDUSTRIAL - LEXINGTON, KY 40511
P: (859) 425-2255

PROJECT NO.: 21-14
DATE: MARCH 2023
DRAWN BY: DMS
CHECKED BY: RBK

DESCRIPTION OF REVISION

ALTERNATIVE #2

SHEET No.
ALT 2H

SEAL

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS OF EASEMENT FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE SAVANNAH-GUILFORD STORMWATER IMPROVEMENTS PROJECT, AT A COST NOT TO EXCEED $1,010.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute certificates of consideration and other necessary documents, and to accept deeds of easement from owners of record, for property interests needed for the Savannah-Guilford Stormwater Improvements Project, at a cost not to exceed $1,010.00.

Section 2 – That an amount, not to exceed the sum of $1,010.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4052-303204-92211 at the time of closing.

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
453-25:WDR:4920-5001-6839, v. 1

RESOLUTION NO. 234 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS OF EASEMENT FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE SAVANNAH-GUILFORD STORMWATER IMPROVEMENTS PROJECT, AT A COST NOT TO EXCEED $1,010.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute certificates of consideration and other necessary documents, and to accept deeds of easement from owners of record, for property interests needed for the Savannah-Guilford Stormwater Improvements Project, at a cost not to exceed $1,010.00.

Section 2 – That an amount, not to exceed the sum of $1,010.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4052-303204-92211 at the time of closing.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

453-25:WDR:4920-5001-6839, v. 1

R-234-2025
Deed # 8624

FAYETTE CO, KY FEE $56.00
SUSAN LAMB
COUNTY CLERK
205
PRESENTED/LODGED: 06/18/2025 02:50:27 PM
MELISSA STELTER, DEPUTY CLERK 202506180231
BK: DB 4137
PG: 119-125

# PERMANENT EASEMENT

This **PERMANENT EASEMENT** is made and entered into this the 11 day of JUNE, 2025, by and between **NICOLA JABBOUR and ROUBA DAABOUL, husband and wife**, 2232 Savannah Lane, Lexington, Kentucky 40513, which is the in-care of tax mailing address for the current year ("Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee").

**WITNESSETH:**

That for and in consideration of the sum of **TEN DOLLARS AND 00/100 CENTS ($10.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the permanent to right to excavate, grade, construct, alter, re-grade and perform related

Return to:
Cynthia Cannon-Ferguson
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

work for the purpose of storm sewer improvements and construction, installation, maintenance and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

**Permanent Easement**
**Savannah-Guilford Stormwater**
**Improvement Project**
**(a portion of 2232 Savannah Lane)**

All that tract or parcel of land situated at the front of 2232 Savannah Lane in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

**COMMENCING,** at the common corner of Nicola Jabbour (2232 Savannah Lane, Deed Book 3710, Page 476) and Karen S. Mason, Trustee (2228 Savannah Lane, Deed Book 4077, Page 332), said point being in the Savannah Lane west right-of-way and having NAD 83 Kentucky State Plane North Zone (2011) coordinates of North 191,496.62 and East 1,547,989.80;

Thence leaving said Mason and with said Savannah Lane west right-of-way along a curve to the right having a radius of 475.00', an arc distance of 13.36 feet and a chord South 09°27'26" West, 13.36 feet to a point in the north line of an existing 12-foot wide storm sewer and drainage easement (Plat Cabinet K, Slide 845);

Thence leaving said Savannah Lane and with said storm sewer and drainage easement, North 29°33'55" West, 17.00 feet to a point in the line with said Mason;

Thence leaving said storm sewer and drainage easement and with said Mason, South 81°20'55" East, 10.71 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 72 square feet, more or less, of permanent easement; and,

A portion of the same property conveyed to Nicola Jabbour, a married person, by Deed dated October 30, 2019, of

record in Deed Book 3710, Page 476, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** said easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

**TOGETHER** with the right to use the above-described easement during the time the storm sewer is being constructed, repaired or reconstructed, with the right of ingress and egress upon said easement as may be reasonably necessary for the construction and maintenance of said project.

The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantors. Grantors shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with the Grantee's free use of the easement as herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without prior written consent of the Grantee.

Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title, and interest in and to the property to the extent of the interest conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 234-2025, passed by the Lexington-Fayette Urban County Council on May 29, 2025. Pursuant to KRS

KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

**IN TESTIMONY WHEREOF**, the Grantors have signed this Permanent Easement, this the day and year first above written.

GRANTORS:

BY: _____
NICOLA JABBOUR

BY: _____
ROUBA DAABOUL

COMMONWEALTH OF KENTUCKY )
)
COUNTY OF FAYETTE )

This instrument was acknowledged, subscribed and sworn to before me by Nicola Jabbour and Rouba Daaboul, husband and wife, on this the 11th day of June, 2025.

Martha Keys
Notary Public, Kentucky, State-at-Large

My Commission Expires: 03/20/2027

Notary ID # KYNP65943

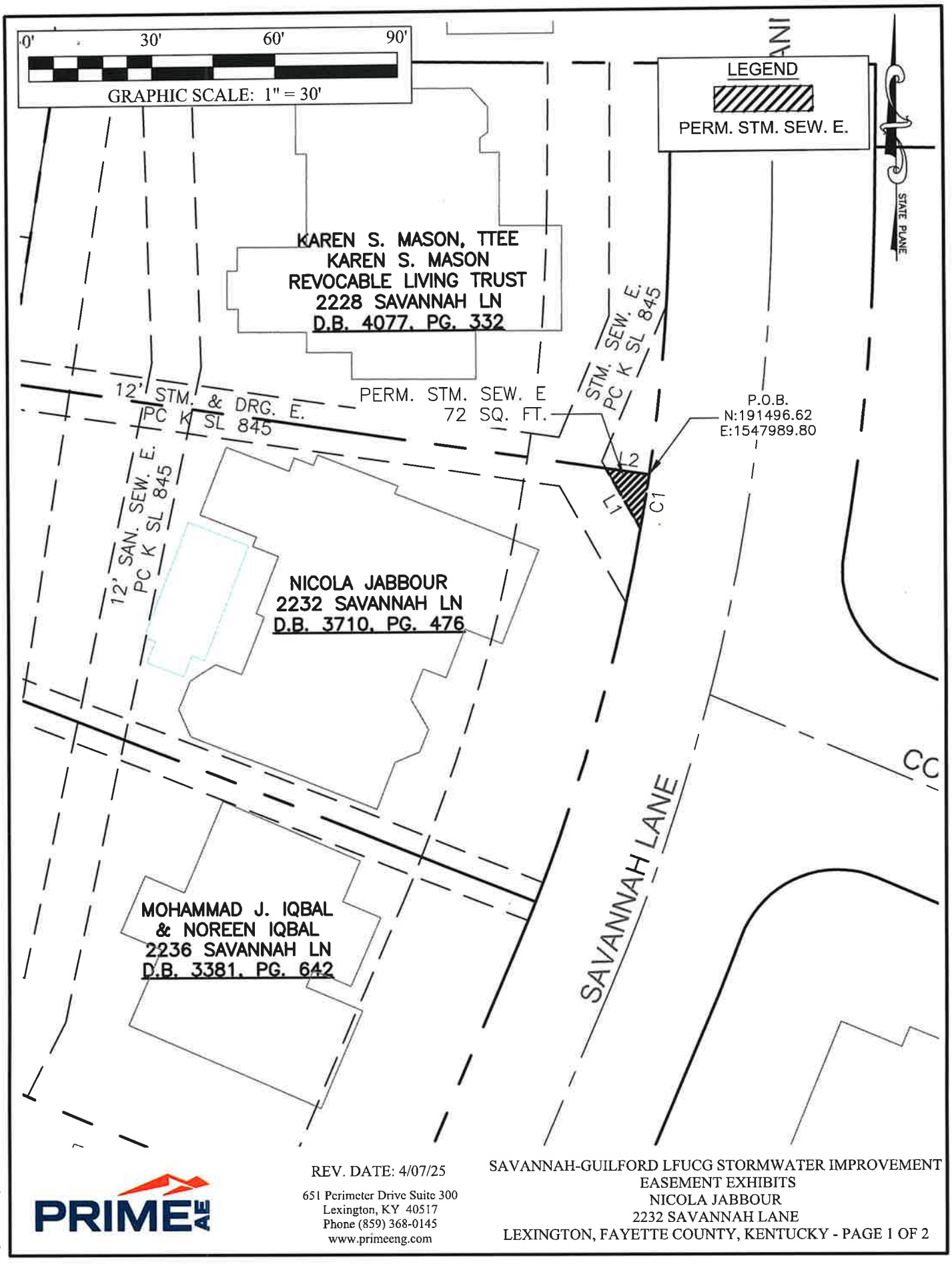
MARTHA KEYS
NOTARY PUBLIC
Kentucky, State At Large
Commission # KYNP65943
My Commission Expires 3/20/2027

PREPARED BY:

William D. Razor

William D. Razor,
Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

4930-9003-4495, v. 1




REV. DATE: 4/07/25

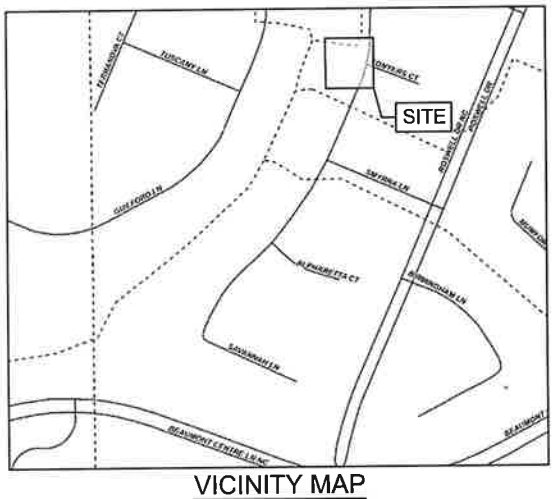
651 Perimeter Drive Suite 300
Lexington, KY 40517
Phone (859) 368-0145
www.primeeng.com

SAVANNAH-GUILFORD LFUCG STORMWATER IMPROVEMENT
EASEMENT EXHIBITS
NICOLA JABBOUR
2232 SAVANNAH LANE
LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 1 OF 2

P:\Projects\2021\KY01WD-21544 - Savannah-Guilford Stormwater\500-CAD\520-Survey\524-Working\Working Drawings\Easements\21544 SAVANNAH-GUILFORD EASEMENTS.dwg
Day & Time: Apr 07, 2025 - 1:37pm
Login Name: jchambliss

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N 29°33'55" W | 17.00' |
| L2 | S 81°20'55" E | 10.71' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | BEARING | CHORD |
| C1 | 475.00' | 13.36' | S 09°27'26" W | 13.36' |




VICINITY MAP
NTS

PROP. PERM. ESMT. (GROSS)=72 SQ.FT.
PROP. PERM. ESMT. (NET)=72 SQ. FT.

LAND SURVEYOR'S CERTIFICATE:

THE PROPERTY LINES SHOWN ON THIS EASEMENT EXHIBIT ARE BASED ON DEED AND/OR RECORD PLAT DATA FROM THE FAYETTE COUNTY CLERK'S OFFICE. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED IN 201 KAR 18:150 AND PRIME AE GROUP HAS NOT PERFORMED A BOUNDARY SURVEY FOR THE PURPOSES OF THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR LAND TRANSFER.

James M. Chambliss, PLS

Digitally signed by James M. Chambliss, PLS
Date: 2025.04.07 14:21:30 -04'00'

JAMES M. CHAMBLISS, PLS 3185 DATE

STATE of KENTUCKY
JAMES M. CHAMBLISS 3185
LICENSED PROFESSIONAL LAND SURVEYOR

PRIME AE

REV. DATE: 4/07/25

651 Perimeter Drive Suite 300
Lexington, KY 40517
Phone (859) 368-0145
www.primeeng.com



P:\Projects\2021\KY01WD-21544 - Savannah-Guilford Stormwater\500-CAD\520-Survey\524-Working\Working Drawings\Easements\21544 SAVANNAH-GUILFORD EASEMENTS.dwg
Day & Time: Apr 07, 2025 - 1:38pm
Login Name: jchambliss

R-234-2025
Deed #8625

FAYETTE CO, KY FEE $56.00

PRESENTED/LODGED: 06/18/2025 02:50:41 PM
MELISSA STELTER, DEPUTY CLERK

SUSAN LAMB
COUNTY CLERK

212

202506180232

BK: DB 4137
PG: 126-132

# TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 17th day of JUNE, 2025, by and between **ROY D. MOBLEY and WEI Z. MOBLEY, husband and wife,** 2296 Savannah Lane, Lexington, Kentucky 40513, which is the in-care of mailing and also tax mailing address for the current year ("Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

**WITNESSETH:**

That for and in consideration of the sum of **FIVE HUNDRED DOLLARS AND 00/100 ($500.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform

Return to:
Cynthia Cannon-Ferguson
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

related work for the purpose of storm sewer improvements and construction, maintenance and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

**Temporary Construction Easement**
**Savannah-Guilford Stormwater**
**Improvement Project**
**(a portion of 2296 Savannah Lane)**

All that tract or parcel of land situated at the northwest corner of the intersection of Roswell Drive and Beaumont Centre Lane in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to-wit:

**BEGINNING,** at the common corner of the rear of Roy D. Mobley and Wei Z. Mobley (2296 Savannah Lane, Deed Book 3781, Page 638) and Javid Javaherian and Shirin Javaherian (2297 Savannah Lane, Deed Book 1944, Page 675), said point having NAD 83 Kentucky State Plane North Zone (2011) coordinates, U.S. Survey Feet, of North 190,259.58 and East 1,547,899.00, said point being in the Roswell Drive west right-of-way;

Thence leaving said Javaherian and with said Roswell Drive, along a curve to left with a radius of 932.45 feet, an arc length of 61.17 feet and a chord South 15°06'12" West, 61.16 feet to the ***TRUE POINT OF BEGINNING***, said point having NAD 83 Kentucky State Plane North Zone (2011) coordinates, U.S. Survey Feet, of North 190,200.18 and East 1,547,882.99, said point being in the Roswell Drive west right-of-way;

Thence continuing with said Rosewell Drive, along a curve to the left with a radius of 932.45 feet, an arc length of 20.41 feet and a chord South 12°35'50" West, 20.41 feet to a point in the north line of an existing 12-foot wide sanitary sewer easement (Plat Cabinet K, Slide 198);

Thence leaving said Roswell Drive for two (2) new lines through the lands of said Mobley:

1. With said sanitary sewer easement, North 61°03'38" West, 18.38 feet to a point,
2. North 61°47'15" East, 23.31 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 179 square feet, more or less, of temporary construction easement; and

Being a portion of the property conveyed to Roy D. Mobley and Wei Z. Mobley, husband and wife, by Deed dated August 24, 2020, of record in Deed Book 3781, Page 638, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** said easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon the completion of the project, or maintenance thereof.

Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of the their right, title, and interest in and to the property to the extent of the interest conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the same as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 234-2025, passed by the Lexington-Fayette Urban County Council on May 29, 2025, Pursuant to KRS

Pursuant to KRS 382.135(2)(a), this temporary construction easement, which pertains to a public utility, need not contain a statement of consideration.

**IN TESTIMONY WHEREOF**, the Grantors have signed this Temporary Construction Easement, this the day and year first above written.

GRANTORS:

ROY D. MOBLEY

WEI Z. MOBLEY

COMMONWEALTH OF KENTUCKY )
)
COUNTY OF FAYETTE )

This instrument was acknowledged, subscribed and sworn to before me by Roy D. Mobley and Wei Z. Mobley, husband and wife, on this the 17 day of June, 2025.

SARAH ELIZABETH ADKINS
Notary Public
Commonwealth of Kentucky
Commission Number KYNP76447
My Commission Expires Jul 26, 2027

Notary Public, Kentucky, State-at-Large

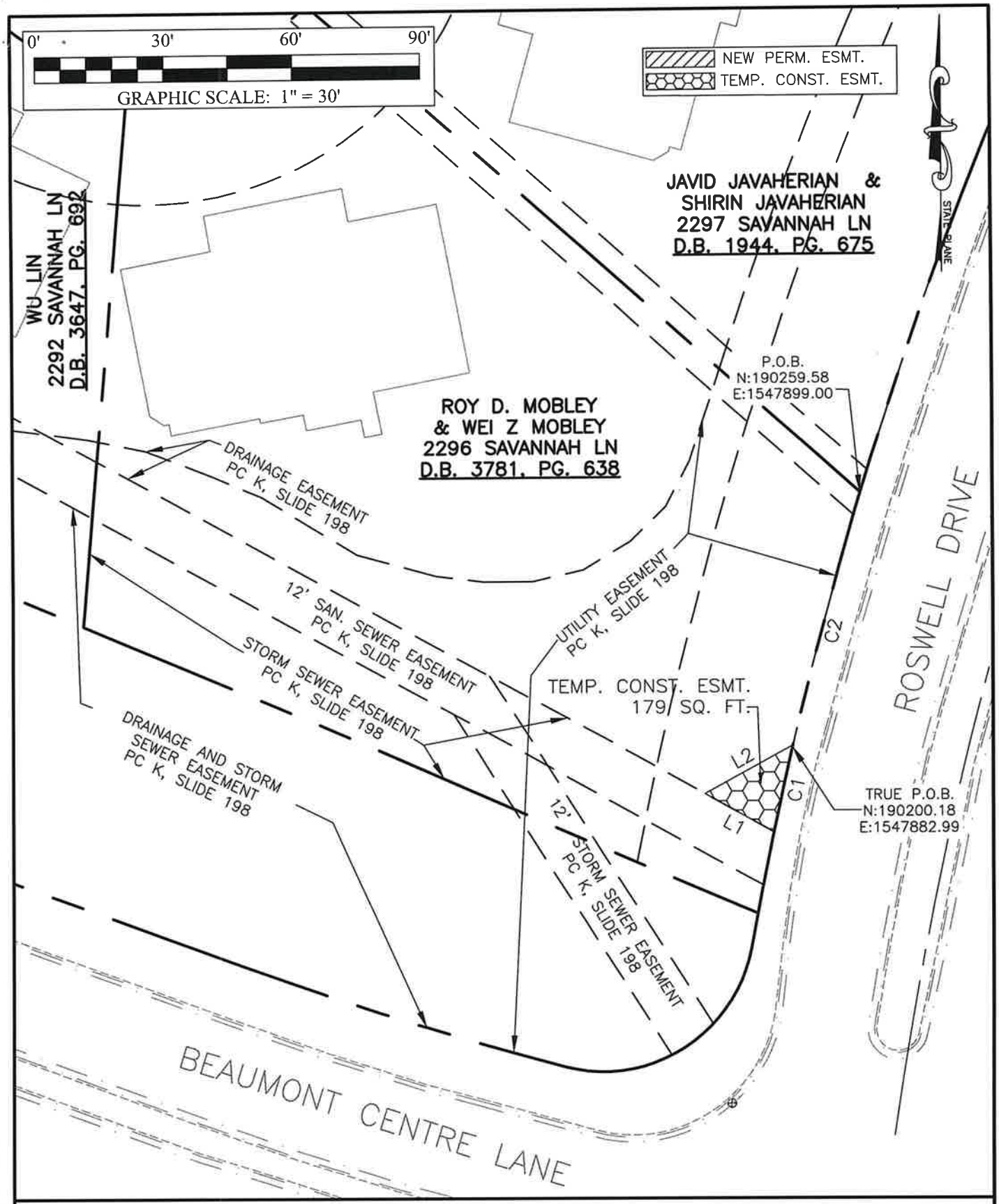
My Commission Expires: 07 / 26 / 2027

Notary ID # KYNP76447

PREPARED BY:

William D. Razor,
Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

4932-5726-4704, v. 1




PRIME AE

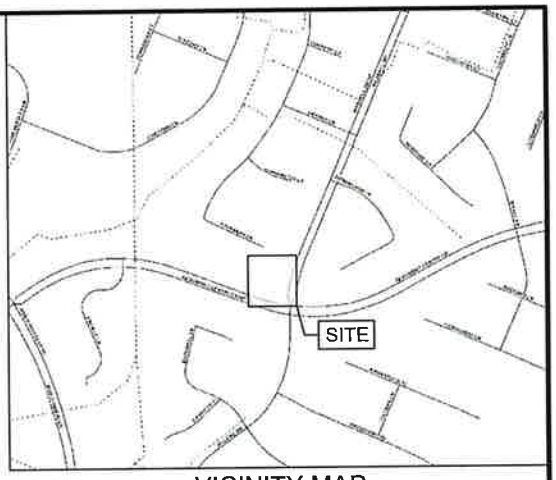
REV. DATE: 3/25/25

651 Perimeter Drive Suite 300
Lexington, KY 40517
Phone (859) 368-0145
www.primeeng.com

SAVANNAH-GUILFORD LFUCG STORMWATER IMPROVEMENT
EASEMENT EXHIBITS
ROY D. MOBLEY & WEI Z. MOBLEY
2296 SAVANNAH LANE
LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 1 OF 2

P:\Projects\2021\KY01WD-21544 - Savannah-Guilford Stormwater\500-CAD\520-Survey\524-Working\Working Drawings\Easements\21544 SAVANNAH-GUILFORD EASEMENTS.dwg
Day & Time: Mar 25, 2025 - 5:24pm
Login Name: katie.beard

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N 61°03'38" W | 18.38' |
| L2 | N 61°47'15" E | 23.31' |




VICINITY MAP
NTS

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD DIRECTION | CHORD LENGTH |
| C1 | 20.41' | 932.45' | S 12°35'50" W | 20.41' |
| C2 | 61.17' | 932.45' | S 15°06'12" W | 61.16' |

EX. PERM. ESMT.=N/A
PROP. TEMP. ESMT. (GROSS)=179 SQ.FT.
PROP. TEMP. ESMT. (NET)=179 SQ. FT.

LAND SURVEYOR'S CERTIFICATE:

THE PROPERTY LINES SHOWN ON THIS EASEMENT EXHIBIT ARE BASED ON DEED AND/OR RECORD PLAT DATA FROM THE FAYETTE COUNTY CLERK'S OFFICE. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED IN 201 KAR 18:150 AND PRIME AE GROUP HAS NOT PERFORMED A BOUNDARY SURVEY FOR THE PURPOSES OF THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR LAND TRANSFER.

James M. Chambliss, PLS

Digitally signed by James M. Chambliss, PLS
Date: 2025.05.05 09:57:27 -04'00'

JAMES M. CHAMBLISS, PLS 3185 DATE

STATE of KENTUCKY
JAMES M. CHAMBLISS 3185
LICENSED PROFESSIONAL LAND SURVEYOR

PRIME AE
REV. DATE: 3/25/25
651 Perimeter Drive Suite 300
Lexington, KY 40517
Phone (859) 368-0145
www.primeeng.com

SAVANNAH-GUILFORD LFUCG STORMWATER IMPROVEMENT
EASEMENT EXHIBITS
ROY D. MOBLEY & WEI Z. MOBLEY
2296 SAVANNAH LANE
LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 2 OF 2

P:\Projects\2021\KY01WD-21544 - Savannah-Guilford Stormwater\500-CAD\520-Survey\524-Working\Working Drawings\Easements\21544 SAVANNAH-GUILFORD EASEMENTS.dwg
Day & Time: Mar 25, 2025 - 5:25pm
Login Name: katie.beard

R-234-2025
Deed #8626

FAYETTE CO, KY FEE $56.00
PRESENTED/LODGED: 06/18/2025 02:50:54 PM
MELISSA STELTER, DEPUTY CLERK

SUSAN LAMB
COUNTY CLERK

219

202506180233

**BK: DB 4137**
**PG: 133-139**

# TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 16 day of June, 2025, by and between **BENJAMIN GONZALEZ and JAMIE GONZALEZ, husband and wife,** 2276 Savannah Lane, Lexington, Kentucky 40513, which is the in-care of mailing and also tax mailing address for the current year ("Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

**WITNESSETH:**

That for and in consideration of the sum of **FIVE HUNDRED DOLLARS AND 00/100 ($500.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform

Return to:
Cynthia Cannon-Ferguson
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

related work for the purpose of storm sewer improvements and construction, maintenance and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

**Temporary Construction Easement**
**Savannah-Guilford Stormwater**
**Improvement Project**
**(a portion of 2276 Savannah Lane)**

All that tract or parcel of land situated at the rear of 2276 Savannah Lane in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to-wit:

**BEGINNING,** at the common corner at the rear of Benjamin Gonzalez and Jamie Gonzalez (2276 Savannah Lane, Deed Book 3931, Page 656) and Boddapati Murty and Subbalaxmi Murty (2280 Savannah Lane, Deed Book 1982, Page 368), said point having NAD 83 Kentucky State Plane North Zone (2011) coordinates of North 190,394.07 and East 1,547,336.45;

Thence leaving said Murty along a reference line, North 59°18'56" West, 161.85 feet to the ***TRUE POINT OF BEGINNING***, having NAD 83 Kentucky State Plane North Zone (2011) coordinates of North 190,476.66 and East 1,547,197.26, said point being in the south line of an existing 12-foot wide sanitary sewer easement (Plat Cabinet K, Slide 198);

Thence with said sanitary sewer easement, North 66°58'29" West, 16.99 feet to a point;

Thence through said sanitary sewer easement, North 13°18'36" West, 16.45 feet to a point in the north line of said sanitary sewer easement;

Thence with said sanitary sewer easement, South 63°21'08" East, 19.78 feet to a point;

Thence through said sanitary sewer easement, South 07°11'53" East, 13.89 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 227 square feet or 0.01 Acre, more or less, of temporary construction easement; and

Being a portion of the property conveyed to Benjamin Gonzalez and Jamie Gonzalez, husband and wife, by Deed dated April 11, 2022, of record in Deed Book 3931, Page 656, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** said easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon the completion of the project, or maintenance thereof.

Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of the their right, title, and interest in and to the property to the extent of the interest conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the same as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 234-2025, passed by the Lexington-Fayette Urban County Council on May 29, 2025, Pursuant to KRS 382.135(2)(a), this temporary construction easement, which pertains to a public utility, need not contain a statement of consideration.

**IN TESTIMONY WHEREOF**, the Grantors have signed this Temporary Construction Easement, this the day and year first above written.

GRANTORS:

BENJAMIN GONZALEZ

JAMIE GONZALEZ

COMMONWEALTH OF KENTUCKY )
)
COUNTY OF FAYETTE )

This instrument was acknowledged, subscribed and sworn to before me by Benjamin Gonzalez and Jamie Gonzalez, husband and wife, on this the 16 day of June, 2025.

SARAH ELIZABETH ADKINS
Notary Public
Commonwealth of Kentucky
Commission Number KYNP76447
My Commission Expires Jul 26, 2027

Notary Public, Kentucky, State-at-Large

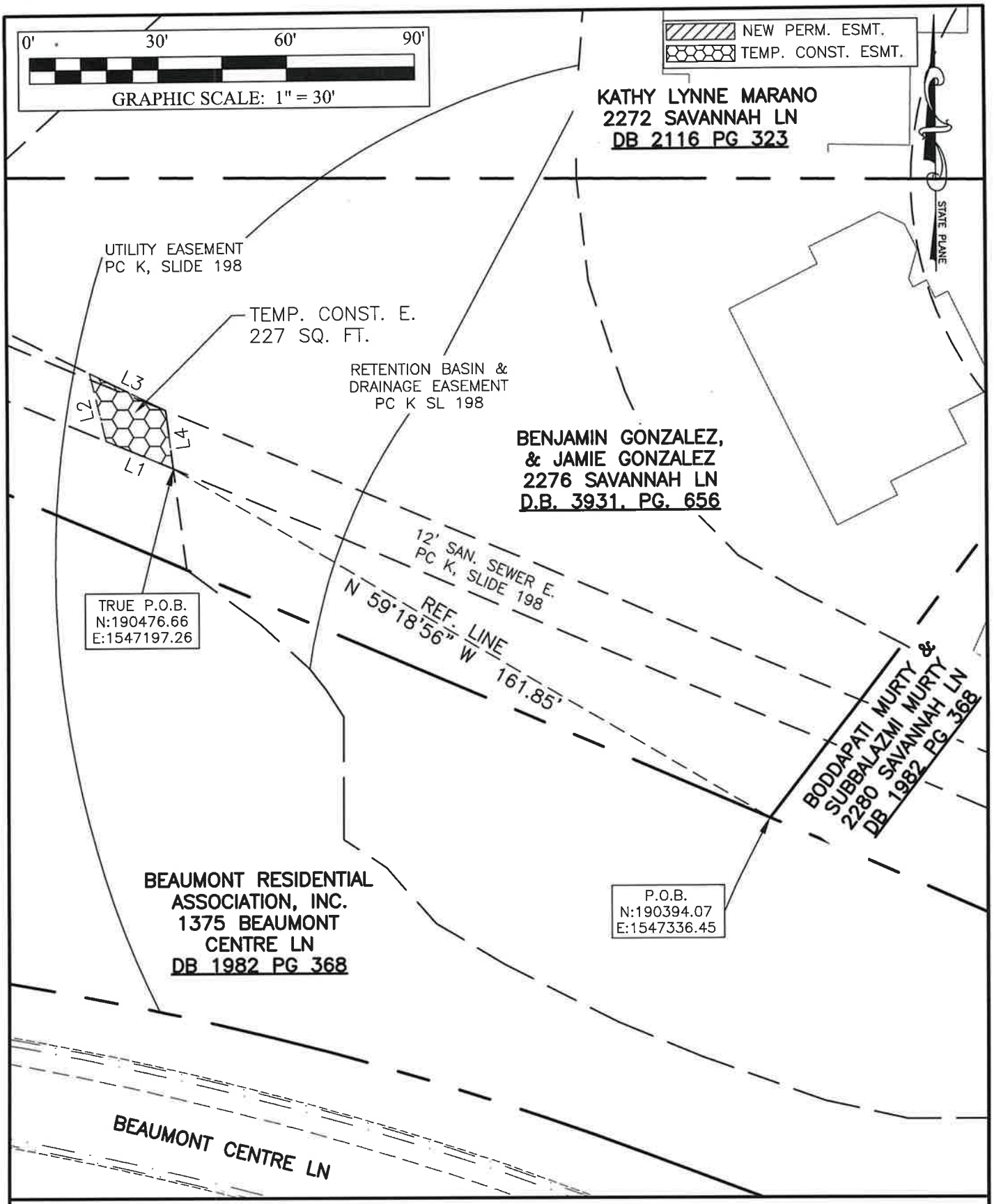
My Commission Expires: 07 / 26 / 2027

Notary ID # KYNP76447

PREPARED BY:

William D. Razor,
Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

4927-4958-9055, v. 1




P:\Projects\2021\KY01WD-21544 - Savannah-Guilford Stormwater\500-CAD\520-Survey\524-Working\Working Drawings\Easements\21544 SAVANNAH-GUILFORD EASEMENTS.dwg
Day & Time: Mar 25, 2025 - 5:44pm
Login Name: katie.beard

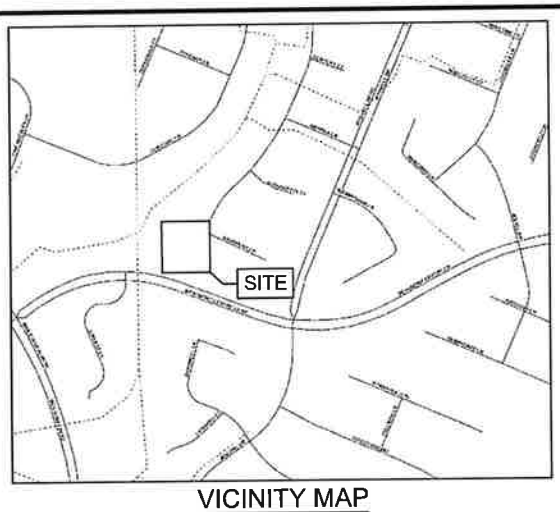
PRIME AE

REV. DATE: 3/25/25

651 Perimeter Drive Suite 300
Lexington, KY 40517
Phone (859) 368-0145
www.primeeng.com

SAVANNAH-GUILFORD LFUCG STORMWATER IMPROVEMENT
EASEMENT EXHIBITS
BENJAMIN GONZALEZ & JAMIE GONZALEZ
2276 SAVANNAH LANE
LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 1 OF 2

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N 66°58'29" W | 16.99' |
| L2 | N 13°18'36" W | 16.45' |
| L3 | S 63°21'08" E | 19.78' |
| L4 | S 07°11'53" E | 13.89' |




VICINITY MAP
NTS

EX. PERM. ESMT.=N/A

PROP. TEMP. ESMT. (GROSS)=227 SQ.FT.
PROP. TEMP. ESMT. (NET)=227 SQ. FT.

LAND SURVEYOR'S CERTIFICATE:

THE PROPERTY LINES SHOWN ON THIS EASEMENT EXHIBIT ARE BASED ON DEED AND/OR RECORD PLAT DATA FROM THE FAYETTE COUNTY CLERK'S OFFICE. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED IN 201 KAR 18:150 AND PRIME AE GROUP HAS NOT PERFORMED A BOUNDARY SURVEY FOR THE PURPOSES OF THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR LAND TRANSFER.

James M. Chambliss, PLS

Digitally signed by James M. Chambliss, PLS
Date: 2025.04.07 13:19:47 -04'00'

JAMES M. CHAMBLISS, PLS 3185 DATE

STATE of KENTUCKY
JAMES M. CHAMBLISS 3185
LICENSED PROFESSIONAL LAND SURVEYOR

P:\Projects\2021\VK071WD-21544 - Savannah-Guilford Stormwater\500-CAD\520-Survey\524-Working\Working Drawings\Easements\21544 SAVANNAH-GUILFORD EASEMENTS.dwg
Day & Time: Mar 25, 2025 - 5:45pm
Login Name: katie.beard

PRIME AE

REV. DATE: 3/25/25

651 Perimeter Drive Suite 300
Lexington, KY 40517
Phone (859) 368-0145
www.primeeng.com

SAVANNAH-GUILFORD LFUCG STORMWATER IMPROVEMENT
EASEMENT EXHIBITS
BENJAMIN GONZALEZ & JAMIE GONZALEZ
2276 SAVANNAH LANE
LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 2 OF 2

# Lexington-Fayette Urban County Government

## Master

200 E. Main St
Lexington, KY 40507

**File Number: 0456-25**

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0456-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | 303-2024 | **In Control:** | Urban County Council |
| | | | | **File Created:** | 04/30/2025 |
| **File Name:** | TEConomy Partners, LLC Extension of Existing Contract | | | **Final Action:** | 05/29/2025 |

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Purchase of Service Agreement with TEConomy Partners, LLC, extending the Agreement's term to June 30, 2025, at no additional cost to the Urban County Government. [Mayor's Office, Atkins]

**Notes:** RIO 5/14/2025. MS

SAF in the CCO. REturned to Troy Black via IOM 5/30/2025. MS

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | 05/29/2025 |
| **Attachments:** | Blue Sheet TEConomy Partners April 2025, TEConomy FIRST AMENDMENT TO PSA with TECONOMY .2 . 4922-6402-4886, TEConomy PSA October 2024, RESO 456-25 First Amendment to PSA with Teconomy 4900-6638-8550 v.1.docx, R-235-2025 | **Enactment Number:** | R-235-2025 |
| **Deed #:** | | **Hearing Date:** | |
| **Drafter:** | Troy Black | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 06/12/2025 | | |
| 1 | Urban County Council | 05/29/2025 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 05/29/2025 | Approved | | | | Pass |

### Text of Legislative File 0456-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute the First Amendment to the Purchase of Service Agreement with TEConomy Partners, LLC, extending the Agreement's term to June 30, 2025, at no additional cost to the Urban County Government. [Mayor's Office, Atkins]

**Summary**

Authorization to amend an Agreement with TEConomy Partners LLC for an extension of their Purchase of Service Agreement (Resolution 538-2024) changing the original expiration date from April 2025 to June 30, 2025, at no additional cost. (L0456-25)(Atkins)

Budgetary Implications [select]: No

Advance Document Review:

**Law**: { Yes, Completed by [Evan Thompson, 4/30/2025]}

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

Fully Budgeted [select]: NA

Account Number:

This Fiscal Year Impact: NA

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance:

**TO:** **Linda Gorton**
**Mayor**

**FROM:** **Kevin Atkins**
**Chief Development Officer**

**DATE:** **April 30, 2025**

**RE:** **TEConomy Partners, LLC Extension of Existing Contract**

**Request:**
Council authorization is requested to amend an agreement with TEConomy Partners LLC for an extension of their existing Purchase of Service Agreement (PSA) from the original expiration date in April 2025 to June 30, 2025, at no additional cost to Lexington-Fayette Urban County Government.

**Why are you requesting:**
TEConomy Partners LLC was approved in October 2024 for a Purchase of Service Agreement (PSA) to conduct a comprehensive study of local economic and workforce development opportunities related to the technology sector. The PSA was approved under Resolution 538-2024 with a term of six months.

The goals of the study are to identify and analyze areas of potential growth, innovation, and job creation within Lexington, and to attract and support a local workforce with the desired technical skills to sustain such growth.

The extension will provide time for TEConomy Partners to present their report to the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee June meeting.

Funds are budgeted in the current FY2025 budget for the study. There is no additional cost associated with the contract extension.

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

The cost for FY2025is: N/A

The cost for future FY is: N/A

**Are the funds budgeted?** N/A

**Director/Commissioner:**
Amy Glasscock/Kevin Atkins

## FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

**THIS FIRST AMENDMENT TO THE PURCHASE OF SERVICE AGREEMENT** ("Amendment"), dated as of this _____ day of _____, 2025, is made by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** , an urban county government created pursuant to KRS Chapter 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG"); and **TECONOMY PARTNERS, LLC**, an Ohio corporation, ("Organization") with offices located at 8122 Blind Brook Ct., Columbus, Ohio 43235.

**W I T N E S S E T H:**

**WHEREAS,** LFUCG and the Organization (collectively, "the Parties") entered into a certain Purchase of Service Agreement dated October 7, 2024, and related documents ("Agreement"), which is attached and incorporated herein as **Exhibit A**.

**WHEREAS,** the Parties wish to extend the term of the Agreement until June 30, 2025.

**WHEREAS,** in accordance with Section 19 of the Agreement, the Parties desire to memorialize an amendment to the Agreement.

**NOW, THEREFORE,** in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. All terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement.

2. Section 1 of the Agreement shall be amended to read as follows:

    1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on October 7, 2024, and shall last through June 30, 2025.

3. The Parties shall work in good faith to amend the "proposed timeframe" provided on labeled page 13 of Exhibit B of the Agreement (page 63 of the Agreement) to account for the extension of time provided in Section 2, above. The extension provided in Section 2, above, shall not result in an increase or change of any kind in the cost of the services as provided in the Agreement.

4. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government, the and the Organization have executed this First Amendment to the Purchase of Service Agreement as of the day, month and year first above written.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

By: _____

Printed Name: Linda Gorton

Title: Mayor

**ATTEST:**

_____

**Council Clerk**

**ORGANIZATION:**

**TECONOMY PARTNERS, LLC**

By: _____

Printed Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY )
)
COUNTY OF _____ )

The foregoing First Amendment to the Purchase of Service Agreement was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of **TEConomy Partners, LLC**, for and on behalf of said company.

_____
Notary Public
My commission expires: _____
Notary # _____

4922-6402-4886, v. 2

# EXHIBIT A

## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the ___7th__ day of __October_ 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and TEConomy Partners, LLC, an Ohio corporation, ("Organization") with offices located at 8122 Blind Brook Ct, Columbus, Ohio 43235.

W I T N E S S E T H

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

**1. EFFECTIVE DATE; TERM.** This Agreement shall commence on October 7, 2024 and shall last for a period of _6__ months unless terminated by LFUCG at an earlier time.

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

a. Exhibit "A" – LFUCG RFP Document (RFP # 46-2024)
b. Exhibit "B" – Consultant Proposal

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

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

**4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed One Hundred Thirty-Two Thousand Eight Hundred Sixty Dollars and No Cents ($132,860.00) for the performance of the Services. Such payments shall be exceed issued as follows:

- Three Thousand Two Hundred Eighty Dollars and No Cents ($3,280.00) invoiced upon completion of Task 1.
- Twenty-Six Thousand Eight Hundred Dollars and No Cents ($26,800.00) invoiced upon completion of Task 2.

- Twenty Thousand One Hundred Dollars and No Cents ($20,100.00) invoiced upon completion of Task 3.
- Twenty-Three Thousand Four Hundred Dollars and No Cents ($23,400.00) invoiced upon completion of Task 4.
- Twenty-Nine Thousand Dollars and No Cents ($29,000.00) invoiced upon completion of Task 5.
- Thirty Thousand Two Hundred Eighty Dollars and No Cents ($30,280.00) invoiced upon completion of Task 6.

. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment. "Tasks", referenced above, shall be defined as provided in Exhibit B.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

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

**5. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30)

days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

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

**7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

**8. INSURANCE; INDEMNITY.**

The risk management provisions of RFP No. XX-20XX are incorporated herein by reference with the following modification. Required Insurance Coverage will be as follows:

| **Coverage** | **Limits** |
|---|---|
| General Liability | $2 million per occurrence, $4 million aggregate |
| Worker's Compensation | Statutory |
| Employer's Liability | $100,000 |
| Professional Liability | $1 million per occurrence |

Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

**9. RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

**10. INTELLECTUAL PROPERTY.**

a. Except as provided below, all rights in copyrightable works delivered to LFUCG by Organization shall belong to LFUCG. With respect to copyrightable works, including tables, protocols, data, and other works of expression developed by Organization independently of this Agreement but incorporated in materials delivered to LFUCG, Organization shall remain the owner of these works. Organization hereby grants to LFUCG a non-exclusive, perpetual license to use, reproduce, modify and distribute such independent works, but only as integrated with materials delivered to LFUCG by Organization and not as a standalone product.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

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

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

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

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

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

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

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

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

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

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

For Organization:

TEConomy Partners, LLC
8122 Blind Brook Ct.
Columbus, Ohio 43235
Attn: Deborah Cummings

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: _____

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

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

ORGANIZATION

BY: Deborah E. Cummings
___Deborah Cummings, President____

Martin P. Grueber
_____
ATTEST:
Martin Grueber, Treasurer _____
WITNESS: Thomas J. Tuska
DATE:_10/7/2024_____

**EXHIBIT "A"**

Lexington/Fayette Urban County Government
RFP No 46-2024

# Lexington-Fayette
# Urban County Government

## Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #43-2024 Local Economic and Workforce Development Opportunities Study** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **August 12, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

**Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

**Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

**Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as <u>special conditions</u> in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

## LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

## Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

**AMERICAN RESCUE PLAN ACT**

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

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

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

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

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

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ _____

Signature Date

**SELECTION CRITERIA:**

**Selection Criteria.**

1. Professionalism of the written proposal and inclusion of all above Enclosures for Submittal. 20 pts
2. Qualifications, experience, and fitness of project contributors. 25 pts
3. Demonstrated understanding of the project scope, goals, and deliverables. 30 pts
4. Quality and relevance of representative work product. 15 pts
5. Estimated cost of services. 10 pts

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net**

# Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

## AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

# EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

**********

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

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

Bidders

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

| | |
|---|---|
| *Signature* | *Name of Business* |

## WORKFORCE ANALYSIS FORM

**Name of Organization:** _____

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

**Prepared by:** _____ **Date:** _____/_____/_____

***(Name and Title)***

***Revised 2015-Dec-15***

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

# Lexington-Fayette Urban County Government
## MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

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

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Procurement Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

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

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

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

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

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

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

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

**MINORITY BUSINESS ENTERPRISE PROGRAM**

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

***Certified Disadvantaged Business Enterprise (DBE)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

***Certified Minority Business Enterprise (MBE)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

***Certified Women Business Enterprise (WBE)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

***Certified Veteran-Owned Small Business (VOSB)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified DBE, MBE, WBE and VOSB certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

| Business | Contact | Email Address | Phone |
|---|---|---|---|
| **LFUCG** | Sherita Miller | smiller@lexingtonky.gov | 859-258-3323 |
| **Commerce Lexington – Minority Business Development** | Tyrone Tyra | ttyra@commercelexington.com | 859-226-1625 |
| **Tri-State Minority Supplier Divers Council** | Derrick Dowell | ddowell@tsmsdc.net | 502-365-9762 |
| **Small Business Development Cou** | Tonya Parsons UK SBDC | tonya.parsons@uky.edu | 859-257-7666 |
| **Community Ventures Corporation** | Devanny King | devanny.king@cvky.org | 859-231-0054 |
| **KY Transportation Cabinet (KYT** | Tony Youssefi | tyouseffi@ky.gov | 502-564-3601 |
| **KYTC Pre-Qualification** | Shella Eagle | Shella.Eagle@ky.gov | 502-782-4815 |
| **Ohio River Valley Women's Business Council (WBENC)** | Lynnise Smith | lsmith@wbec-orv.org | 513-487-6537 |
| **Kentucky MWBE Certification Pr** | Singer.Buchanan, Kentucky Finance and Administration Cabine | Singer.Buchanan@ky.gov | 502-564-2874 |
| **National Women Business Owner Council (NWBOC)** | www.nwboc.org | info@nwboc.org | 800-675-5066 |
| **Small Business Administration** | Robert Coffey | robertcoffey@sba.gov | 502-582-5971 |

**LFUCG MWDBE PARTICIPATION FORM**
**Bid/RFP/Quote Reference #_____**

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

| MWDBE Company, Name, Address, Phone, Email | MBE WBE or DBE | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

**Company** **Company Representative**

_____ _____

**Date** **Title**

## LFUCG MWDBE SUBSTITUTION FORM
**Bid/RFP/Quote Reference #_____**

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

| SUBSTITUTED MWDBE Company Name, Address, Phone, Email | MWDBE Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

**Company** **Company Representative**

_____ _____

**Date** **Title**

**MWDBE QUOTE SUMMARY FORM**
**Bid/RFP/Quote Reference #_____**

**The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.**

| Company Name | Contact Person |
|---|---|
| Address/Phone/Email | Bid Package / Bid Date |

| MWDBE Company Addres | Contact Person | Contact Information (work phone, Email, cell) | Date Contacted | Services to be performed | Method of Communication (email, phone meeting, ad, event etc) | Total dollars $$ Do Not Leave Blank (Attach Documentation) | MBE * AA HA AS NA Female | Veteran |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

**(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)**

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

_____ _____
**Company** **Company Representative**

_____ _____
**Date** **Title**

## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #_____**
**Total Contract Amount Awarded to Prime Contractor for this Project_____**

| | |
|---|---|
| **Project Name/ Contract #** | **Work Period/ From: To:** |
| **Company Name:** | **Address:** |
| **Federal Tax ID:** | **Contact Person:** |

| Subcontractor Vendor ID (name, address, phone, email | Description of Work | Total Subcontract Amount | % of Total Contract Awarded to Prime for this Project | Total Amount Paid for this Period | Purchase Order number for subcontractor work (please attach PO) | Scheduled Project Start Date | Scheduled Project End Date |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

_____ _____
**Company** **Company Representative**

_____ _____
**Date** **Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**
**Bid/RFP/Quote #_____**

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

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

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

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | |
|---|---|
| **Company** | **Company Representative** |
| **Date** | **Title** |

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

**RISK MANAGEMENT PROVISIONS**
**INSURANCE AND INDEMNIFICATION**

## INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

## FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

## INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

| **Coverage** | **Limits** |
|---|---|
| General Liability<br>(Insurance Services Office Form CG 00 01) | $1 million per occurrence, $2 million aggregate or $2 million combined single limit |
| Worker's Compensation | Statutory |
| Employer's Liability | $100,000 |
| Excess/Umbrella Liability | $1 million per occurrence |

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $1 million per occurrence, $1 million aggregate, unless it is deemed not to apply by LFUCG.

f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If

the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

**DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

# Overview

The Lexington-Fayette Urban County Government is seeking proposals from qualified research or consulting firms to conduct a comprehensive study on local economic and workforce development opportunities related to the technology sector, including emerging industry sub-sectors. The goals of this study are to identify and analyze areas of potential growth, innovation, and job creation within Lexington, and to attract and support a local workforce with the desired technical skills to sustain such growth.

Respondents should include in their proposals an outline of the project approach, estimated project budget, and preliminary project schedule. A timeline of approximately six (6) months from notice to proceed to completion of project deliverables is desired.

The primary contact for project initiation, status reporting, and handoff of deliverables will by LFUCG's Office of the Chief Development Officer. Project milestones and requirements for reporting will be agreed at project initiation, with the awarded respondent producing a revised schedule based on these indicators.

# Scope of Work

Respondents should outline their approach to the following:

1. **Assessment of Current Landscape:**
    - Evaluate Lexington's existing technology ecosystem, including infrastructure, workforce availability, and industry clusters.
    - Identify key stakeholders in local businesses, educational institutions, and government and nonprofit agencies.
    - Explore opportunities for Lexington to demonstrate a strategic advantage for employers in traditional technology sectors such as software development, infrastructure, cybersecurity, and data science, as well as emerging sub-sectors in AgTech, artificial intelligence, chip manufacturing, clean energy, etc.

2. **Labor Market Analysis:**
    - Analyze national labor market trends and projections in traditional technology sectors and emerging sub-sectors to discover areas of opportunity for Lexington's workforce.
    - Evaluate local labor market conditions to determine whether Lexington's workforce is able to meet the projected demand for emergent skills.
    - Identify which space(s) Lexington may occupy in the technology landscape and the skill gaps that could threaten its ability to compete.

3. **Identification of Economic Development Opportunities:**
    - Identify specific technology sub-sectors that present viable growth potential in Lexington.

- Define possible barriers including geographic, infrastructure, workforce, regulatory, current salary levels, or other factors that may inhibit Lexington's ability to attract tech workers and employers.
- Provide a suggested strategy for Lexington and its economic development partners to make the city a destination market for companies within the identified technology sectors, and for technology workers who are currently employed and operating in a remote work environment.

4. **Identification of Workforce Development Opportunities:**
   - Discover opportunities for job creation and recruitment within the identified technology sectors.
   - Recommend training programs, certifications, post-secondary degree programs, and other learning pathways to upskill Lexington's current workforce and prepare its future workforce to meet new skills demands. Specific efforts targeting learners in traditionally underrepresented demographics should be included.
   - Provide a suggested strategy for development and retention of a workforce that aligns with emerging technology needs. Include guidance on establishing outreach channels for local employers to connect high school, technical college, and university graduates to jobs or internships within their area of study.

5. **Policy and Regulatory Recommendations:**
   - Analyze regulatory frameworks that have fostered technology growth, innovation, and entrepreneurship in similar localities.
   - Suggest policy changes and/or incentives to attract technology companies and startups to operate or headquarter in the area.
   - Recommend strategies and/or incentives for attracting technology talent for employment in the area.

# Deliverables

1) Monthly progress reports in a format specified by the Office of the Chief Development Officer.
2) Final report in PDF format including citations of data sources.
3) Executive summary to be presented to the Lexington-Fayette Urban County Council and/or Council committee.

# Proposal Enclosures

Proposals for consideration should include the following:

1) Company profile for responding firm and any firm(s) to be subcontracted for the project, including the number of continuous years in operation, top-level organizational chart, and

statement(s) pertaining to corporate culture, customer care ethos, cost control, and DEIB commitments.

2) Names and professional profiles of project contributors and approximate time to be committed to this project.
3) At least three (3) samples of representative work, including references and contact information.
4) Outline of the project approach, milestones, timeline, communication cadence, and reporting mechanisms.
5) Itemized cost estimate indicating amount to be billed at each project milestone.

## Selection Criteria

A selection committee will evaluate and score proposals based on the alignment with project goals, qualifications of key contributors, expertise demonstrated by reference work, and unique or innovative differentiators in project approach. Scores will be calculated according to:

1) Professionalism of the written proposal and inclusion of all above Enclosures for Submittal. 20 pts
2) Qualifications, experience, and fitness of project contributors. 25 pts
3) Demonstrated understanding of the project scope, goals, and deliverables. 30 pts
4) Quality and relevance of representative work product. 15 pts
5) Estimated cost of services. 10 pts

## EXHIBIT "B"

## Organization's Response to RFP

4854-6198-8075, v. 2

August 15, 2024

Proposal No. 202425

Sondra Stone
Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507

RE: RFP #46-2024 (Local Economic and Workforce Development Opportunities Study)

Dear Ms. Stone:

TEConomy Partners, LLC (TEConomy) is pleased to submit the enclosed proposal to develop a Local Economic and Workforce Development Opportunities Study for the Lexington-Fayette Urban County Government. The proposal outlines our approach by detailing our proposed scope-of-work, time frame, and qualifications to develop the analysis and final deliverables.

TEConomy proposes to conduct the services outlined in Proposal 202425 for a fixed price of $132,860 inclusive of all labor, travel, and data-related costs. We anticipate being able to complete this project within six (6) months of commencement. This proposal is valid for thirty (90) days from the date of this letter.

We look forward to the opportunity to work on this exciting effort. If we can answer any questions or modify our scope of work in any way to better meet your needs, please don't hesitate to contact us.

Sincerely,

Deborah E. Cummings
Principal and Managing Director

Enclosures

Proposal No. 202425

# Local Economic and Workforce Development Opportunities Study: RFP #46-2024

To:

**Lexington-Fayette Urban County Government**

**August 15, 2024**

TECONOMY PARTNERS LLC

Innovating Tomorrow's Economic Landscape

# Table of Contents

Introduction ..... 2
Proposed Project Approach/Scope-of-Work ..... 4
Company Profile ..... 14
Project Team Profiles ..... 17
Examples of Representative Work ..... 19
Cost Estimate ..... 25
Appendix A: Key Personnel Resumes ..... 26
Appendix B: American Rescue Plan Act Amendment 1 ..... 33
Appendix C: Affidavit ..... 39
Appendix D: Equal Opportunity Agreement ..... 42
Appendix E: Current Workforce Analysis Form ..... 45
Appendix F: LFUCG MWDBE Participation Forms and Statement of Good Faith Efforts ..... 47
Appendix G: General Provisions ..... 54

# Introduction

Against the broader backdrop of increasing technology integration and digital evolution of business operations, the Greater Lexington economy is experiencing a period of growth and diversification. Employment growth across the region has generally outpaced state and national averages over the past two decades, and its economy is diversified with significant contributions from a portfolio of traded sector clusters such as manufacturing, tech industries, finance, and insurance anchored by major companies such as Toyota and Lexmark International. The area has a total Gross Regional Product (GRP) of $37.8 billion in goods and services annually and a total employment base of over 315,000 jobs, representing nearly 14 percent of total state economic activity and labor force. Additionally, the region benefits from a significant cluster of educational and research institutions such as the University of Kentucky, Transylvania University, and Bluegrass Community and Technical College that anchor its skilled workforce.

Recognizing the importance of supporting this trend over the long term, economic development stakeholders in the region have remained active in their efforts. The region is recognized for its strong economic development activity, ranking in the top 10 nationally for "Tier Two" metros (metro regions that have a population between 200,000 and one million) in economic development projects per capita.[1] A strong focus on innovation-led economic development has resulted in a strategic focus on several key industry cluster marketing targets, including Advanced Manufacturing, AgTech and Animal Sciences, Business and Professional Services, Clean Technology, Life Sciences, Software and IT, and Visitor Industries, amongst others cited in recent studies profiling the region.[2][3] In particular, the Greater Lexington area stands out as an emerging hub for broader regional technology industry activities with a mix of established companies and innovative startups advancing tech-based applications and services. The city's tech workforce is anchored by major site locations like IBM, Lexmark, and Conduent, while the region is also fostering entrepreneurial growth in niche sectors such as social networking and game development as well as deploying workforce development and educational programs focused on digital skills through its local institutions led by the University of Kentucky.

Both the pureplay software and technology industries as well as the other "tech-enabled" strategic industry targets noted above rely on a skilled workforce that is faced with the need to continually incorporate new skills to remain relevant in rapidly changing technology competencies. This workforce spans cohorts of senior thought leaders in traditional IT systems and analytics roles to embedded tech workers that bring applied skills to bear within the context of traditional industries such as manufacturing. Every industry has the potential to drive productivity through the adoption of various technologies that make up the "tech" portfolio, and as other regions and nations undergo this evolution

[1] Site Selection Magazine, 2023 Top Metros Tier 2, March 2024; accessed at: https://siteselection.com/issues/2024/mar/2023-top-metros-tier-2-goods-movement-moves-economy-in-lehigh-valley.cfm

[2] Targeted Industry Analysis for Lexington and the Bluegrass Alliance, prepared by Economic Leadership for Lexington/Fayette County and the Bluegrass Alliance, May 2023.

[3] Commerce Lexington Economic Development's listed Strategic Targets, accessed at: https://locateinlexington.com/site-selection-services/strategic-targets/.

there is simultaneously a risk of disruption to established industry clusters as well as significant opportunities to strengthen existing competitive advantages and grow new clusters.

As technology continues to transform traditional industries and create new opportunities for growth, a region's ability to invest in areas of competitive advantage that attracts and retains both industry and skilled talent will ultimately determine the trajectory of its growth in the coming decades. A region's continued growth will depend on the investments made in the "human capital" of skilled workers that are able to both adapt to changing technologies as well as anchor place-based economic development efforts by providing an attractive environment for companies to locate their operations.

As a result, it is critical for regions to understand the landscape of their current industry base, but perhaps more importantly, the constituent workforce segments that comprise it. To help guide the Greater Lexington region in navigating the evolution of the tech industry, TEConomy proposes to consider the context of "tech" in economic development from several perspectives:

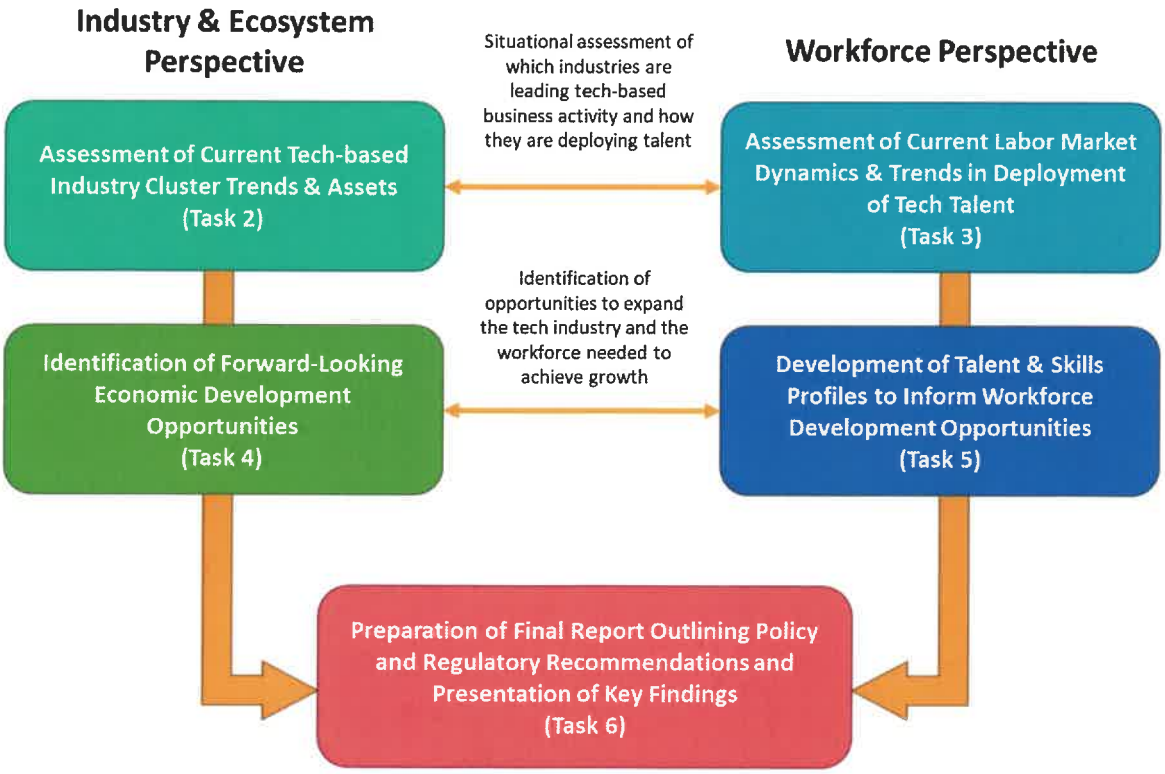
- The core business and market strengths of the region's tech sector itself, including industries that rely heavily on the ability to deploy technology as a part of their operations.
- The degree to which tech is embedded within and being deployed across regional industry sectors through tech-enabled workforce roles.
- The availability of a pipeline of tech talent and a regional labor ecosystem with the education and skills required to meet the needs of modern industry.

In the following scope of work, TEConomy outlines a comprehensive approach to identifying and vetting regional economic and workforce development opportunities related to the technology sector, including both existing strengths and emerging markets, and developing a detailed strategy for Greater Lexington to attract and support a competitive technology workforce into the future.

# Proposed Project Approach/Scope-of-Work

Based on the RFP issued by the Lexington-Fayette Urban County Government, TEConomy is proposing to conduct several key analyses organized under specific tasks to complete the strategic planning effort. The proposed structure for the scope-of-work is illustrated in Figure 1. TEConomy is proposing two parallel quantitative and qualitative analyses that capture different perspectives of the region's technology ecosystem. The first track analyzes the ecosystem from the viewpoint of industry and business support assets. The second track analyzes the ecosystem from the perspective of the talent being deployed within and across industries. As noted below, each of the initial assessments as well as the opportunity identification analyses will inform the context of the other to provide a holistic picture of the region's path forward.

**Figure 1. Proposed Approach Leading to Development of Recommendations Incorporating Industry and Workforce Assessments**




To accomplish this approach, TEConomy's project team will utilize four major analyses to identify tech-driven and innovation-led industry sectors that demonstrate either established strengths for further regional development or emerging opportunities that demonstrate realistic future targeted prospects—the primary goal and intent of this strategic planning effort. These analyses include:

- **Industry cluster analysis and assessment**—as part of Task 2, TEConomy will analyze where the region stands today in its competitive position and performance in its distinctive and unique set of traded sector industry clusters.
- **Tech and STEM-related labor market analysis and talent deployment**—as a part of Task 3, TEConomy will assess where the region's tech and broader STEM-related talent is concentrated and deployed across the regional economy from a current industrial perspective and how that has evolved in recent years.
- **Industry and research innovation analyses to inform forward-looking economic development opportunities**—as a part of Task 4, TEConomy will utilize innovation-related metrics to signal where and in what tech and market spaces technology innovations are happening across the regional economy as a signal of forward-facing targeted opportunities.
- **Skills and talent generation pipeline analyses to inform current talent supply and needs**—as a part of Task 5, TEConomy will leverage "real time" signals of talent demand from industry and identify any gaps relative to broader labor market trends or emerging labor market dynamics.

To supplement and validate the analyses above, TEConomy also proposes to conduct a series of qualitative investigations in each task to incorporate the perspectives of regional industry, education and training providers, and innovation ecosystem and economic development stakeholders.

Further details for each task are outlined in the following narrative.

### Task 1: Project Kick-off Meeting, Information Gathering, and On-going Progress Reporting

TEConomy's project team will meet with representatives of the Lexington-Fayette Urban County Government via videoconference to kick-off the project, gather information, and finalize details of the project scope. At this meeting, the project team will request all key reports, studies, or other background intelligence relevant for the project, which should include details regarding the region's leading employers and educational institutions as well as any prior efforts to identify regional industry clusters.

In addition, it will be important to discuss and finalize key parameters for the project, including key time periods for trend analysis, regional definitions to be utilized for the industry assessment, the scope of industry sector and occupational workforce segments to be prioritized under the context of the "tech-related" area of focus for this project, and other details of the analyses and stakeholder outreach.

In addition, TEConomy will provide monthly progress reports to the client contact in a format specified by the Office of the Chief Development Officer.

**Timeframe:** Project Week 1 or 2 for Project Kick-off Meeting and ongoing monthly progress reports.
**Deliverable:** Monthly progress reports in a format specified by the Office of the Chief Development Officer.

### Task 2: Assessing the Current Industry Landscape and Assets in Tech-Driven Sectors—Developing a Detailed Regional Industry Cluster Analysis

Recognizing that the City of Lexington is not an island unto itself, but instead part of a larger regional economy, it will be important to understand the industry clusters that drive the broader Greater Lexington (Lexington-Fayette) metropolitan area economy. Best practice in economic development recognizes that each region has a set of target industry sectors or "industry clusters" in which it can differentiate itself, thereby building comparative advantage within competitive global markets. Emphasis is being placed, and rightly so, on technology and STEM-intensive sectors as leading drivers of 21st century economic development. The ability of a region to lead in technology innovation and deployment in particular areas of industry (including both existing and emerging industries) has become a critical and defining driver of economic competitiveness.

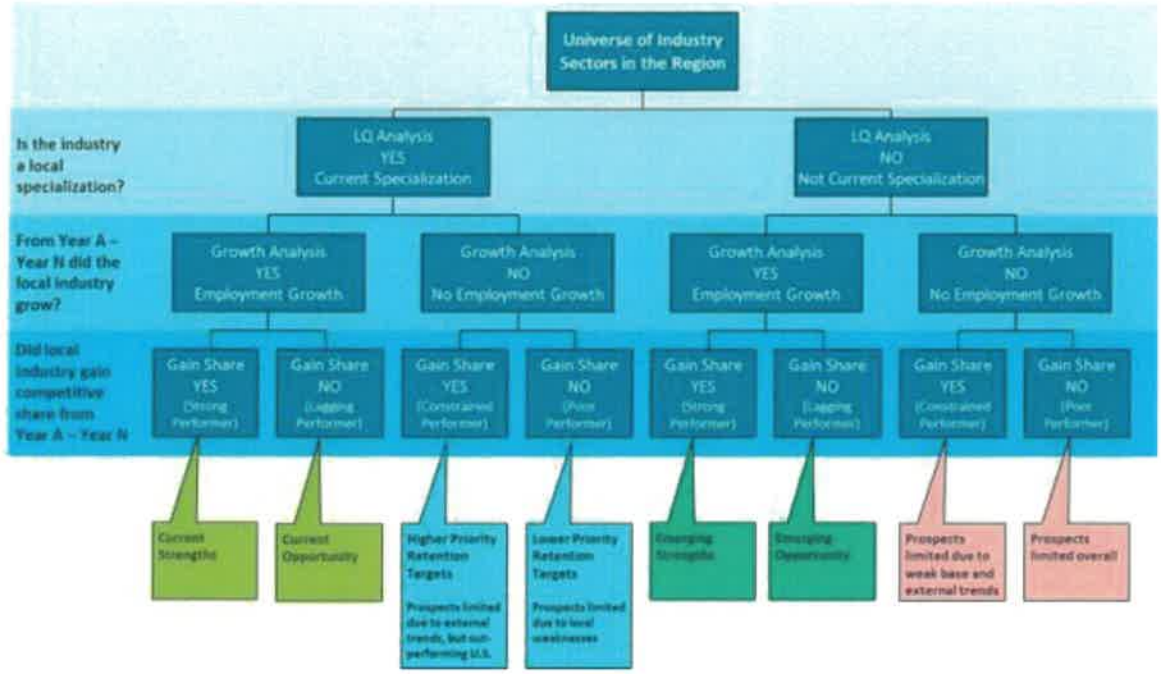
TEConomy will define and assess regional tech-driven and innovation-led regional industry clusters using detailed, six-digit NAICS industry classifications and clustering/networking methods that identify the interconnections and interrelationships between various industries based on several dimensions. This allows for a complete segmentation of industry clusters that includes both focused technology areas as well as more broadly defined producers of goods and services. TEConomy will examine the size, relative concentration (location quotients), and recent growth trajectory of individual traded sectors in the region, with close attention paid to "advanced industries"—those that have an outsized focus and impact on exports, a "STEM"-intensive workforce and talent base, an innovation stance and profile, and stronger growth prospects into the future. The project team will work to understand key supply chain contexts of major companies to best define interrelationships within and across industries for identifying leading clusters and sub-clusters—both established and emerging.

TEConomy will use an Industry Targeting Analysis decision tree approach (Figure 2) to understand the current position and trajectory of key industry clusters within the region's economy. By deploying the tools of industry targeting analysis, TEConomy objectively and quantitatively identifies industry sectors that are "current strengths", "emerging strengths" and "emerging opportunities", "high priority retention targets", and more challenging or "lower priority retention targets."

More specifically, the analysis will measure and summarize for the region:

- The relative concentration of each industry cluster using location quotients (LQs). This gauges the "competitive advantage" for a given industry cluster relative to the nation.
- Whether each industry cluster is a net job generator, as measured by employment changes and controlling for the business cycle to ensure a thorough understanding of regional business dynamics.
- The growth of each industry cluster relative to national trends and performance.
- The contributions of key industry clusters to overall regional and state economic output as well as regional productivity of clusters relative to state and national levels.

**Figure 2. TEConomy's Industry Targeting Analysis Decision Tree**




Source: TEConomy Partners, LLC.

In rapidly evolving technology-based industries, it is also important to identify broader ecosystem assets that help support technology deployment in industry in a multifaceted way. To supplement the industry cluster analyses, TEConomy will also identify key assets in the regional ecosystem that support existing and emerging technology sectors. Potential industry assets that TEConomy will seek to inventory and understand could include:

- Technology industry associations and relevant investments and initiatives in the region.
- Entrepreneurial development efforts underway in the region, such as entrepreneurial assistance programs and development of specialized space, including lab space, shared-use facilities, and co-location and expansion space.
- Strategic research or talent development partnerships with educational institutions.
- Infrastructure projects or other major developments underway that could create competitive advantages for the regional industry base.

TEConomy will distill the results of the various industry assessments into development of industry cluster and supporting ecosystem asset profiles that will be shared with Lexington-Fayette Urban County Government leadership in PowerPoint form and will ultimately be used to inform subsequent analyses and final recommendations.

**Timeframe:** Project Months 1-2

**Deliverable:** Interim assessments, key findings, and conclusions to be shared in a PowerPoint document and presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report.

### Task 3: Assessing the Current Labor Market Dynamics to Identify Trends in Tech Deployment Across Industries

While the context of industry sectors can give insights into broad specializations, the core driver of technology-based industries is the talent needed to advance and deploy innovative new use cases. The use of detailed occupational analysis allows an important additional perspective to be gained over and above the review of specific industry sectors. Tech- and STEM-focused job categories and roles (e.g., software developers, computer programmers, electrical engineers, data scientists, etc.) span across multiple industry sectors and serve as an important signal to identify where industries are innovating and/or deploying leading technologies across the regional economy.

Analysis of the utilization and relative concentrations and recent growth of technical and STEM-related talent within the region's industry clusters provides further insights into the innovation context of the clusters. Clusters that are driving innovation are utilizing a greater concentration of scientific, engineering, IT, and other technical skill sets and expertise and an analysis of these occupations within relevant industries will inform this context. To perform this economy-wide occupational analysis, TEConomy will utilize industry "staffing patterns" data—data that estimate the occupational employment mix across individual industries—to assess where deployment of the aforementioned technical and STEM-related talent resides across the region.

TEConomy will then supplement this assessment of current labor market dynamics with additional analyses that provide insights into the specific occupations and roles that are critical to each industry cluster and represent "high-demand, high-priority" status as demonstrated by some combination of significant size and scale, strong recent and expected future growth, robust wage dynamics, and relative concentration within key tech-related clusters. Ultimately, any identified high-demand occupations will be evaluated and probed in subsequent project tasks using qualitative approaches, and then form the basis for recommended strategic cluster-specific interventions.

A number of labor market dynamics analyses will be used to generate these insights, including:

- Utilizing and summarizing intelligence from current and recent job postings of regional companies within each cluster to understand those occupational areas where the aggregate industry demand for tech talent reaches significant size and recent growth thresholds. TEConomy has extensive experience working with the Lightcast (formerly Emsi-Burning Glass) Job Posting Analytics database to aggregate key roles within industries across hundreds of different job titles utilized by employers for actionable intelligence. The job postings analysis has the benefit of understanding how industry labels and describes key roles, beyond standard federal occupational titles as well as corresponding skills, education, and work experience requirements.
- Conducting a detailed analysis of "staffing patterns" in the Greater Lexington region —i.e., the occupational makeup of each industry sector —to understand the underlying demand for talent both today and how it has evolved in recent years as well as to corroborate the intelligence gleaned from job postings and to identify tech-related occupational groups that have a high-demand profile considering size, growth, and relative concentration.
- Informing expected future demand and disruptive workforce dynamics through occupational employment projections and market research intelligence, including addressing key topics such as quantifying the expected demand for job openings driven by new growth versus replacement,

potential levels of reskilling and upskilling of incumbent workers in technical roles, potential risks of automation of occupational roles and vulnerability to disruption of existing roles by emerging technologies such as generative AI.

TEConomy will distill the results of the various occupational workforce assessments into occupational workforce profiles of the tech and STEM-related labor market segments along with identification of high-demand, high-priority roles within key workforce segments. This intelligence, as well as overall indicators of the vibrancy of the Greater Lexington labor market, will be shared with Lexington-Fayette Urban County Government leadership in PowerPoint form and will ultimately be used to inform subsequent analyses and final recommendations.

**Timeframe:** Project Months 1-2
**Deliverable:** Interim assessments, key findings, and conclusions to be shared in a PowerPoint document and presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report.

### Task 4: Identification of Forward-Looking, Innovation-Led Economic Development Opportunities

Leveraging the results from previous tasks, TEConomy will conduct a "line of sight" scan of the Greater Lexington region's technology and innovation drivers to identify economic development opportunities driven by industries with a strong existing or emerging technology focus and innovation stance. This approach involves three key steps that align the "market pull" of industry innovation opportunities together with the "technology push" of region's broader research and innovation capabilities:

- First, TEConomy will assess the areas of significant, critical mass and excellence in technology-related research and innovation that represent the technology "push" emanating from Greater Lexington's research universities, industries, and other innovation assets using a scan of key indicators that include:
    - Analysis of levels, growth, and concentration of R&D expenditures by regional colleges and universities in specific technology-related fields.
    - Analysis of research publications activity in technology-related fields by regional researchers to identify significant thematic areas of focus. This involves the use of machine learning algorithms that create topic models from the text data contained in publications to determine overarching "clusters" of core research competencies and their similarities to one another.
    - Analysis of "R01-equivalent" grants awarded by various federal agencies to regional researchers, which are individual projects driven by investigator-led research that are often aimed at advancing distinct areas of focus that are indicative of innovation strengths. Similarly to research publications, a topic modeling approach will be used to identify high level thematic areas of research competency.
    - Review of major Center grants awarded to regional institutions that can indicate the creation and expansion of research "infrastructure" to support key technology applications areas, as well as any other publicly or privately-funded innovation initiatives supporting key technology verticals.

- Next, TEConomy will assess the market "pull" or demand for innovative solutions and applications driven by the region's technology-intensive industries. This will involve a detailed assessment of Greater Lexington's industry base from an industry innovation perspective to complement the previous assessment of industry dynamics outlined in Task 2, including a scan of key indicators such as:
    - Recent IP generation trends leveraging patent applications and awards to identify those regional inventors and corporate and higher education assignees that are advancing innovation as well as the specific themes of technology innovation they are advancing.
    - Venture capital and angel investments in emerging, high-growth potential regional companies to understand and highlight those technology areas and industry verticals in which the region has strong future growth prospects.
    - SBIR/STTR and other small business-focused grant awards to regional companies to understand the innovation areas in which they are focused.
    - Review of any available industry databases generated through Commerce Lexington or other regional economic development organizations.
- Finally, TEConomy will assess these targets against future high-growth market applications determined by a review of market research and the context of broader technology trends to determine which growth opportunities can serve as drivers for the region.

The project team will utilize the analysis in combination with the preceding assessments to finalize and present a set of up to 8-10 economic development targets that incorporate both 1) current, established industry cluster strengths that demonstrate a critical mass in tech-driven and innovation-led activity today; and 2) forward-focused tech cluster opportunities identified by the deployment of tech and STEM-related talent across the region signaling strong potential for future development. These findings will be presented in the context of a Strengths, Weaknesses, Opportunities, and Threats (SWOT) assessment that outlines the key drivers of opportunity for each economic development target, as well as possible barriers that may inhibit the region's ability to pursue and grow these targets.

The project team will meet with Lexington-Fayette Urban County Government leadership to discuss and vet the findings to enable TEConomy to proceed to subsequent tasks that focus on the workforce, talent, and other needs of these opportunity areas.

**Timeframe:** Project Months 3-5
**Deliverable:** Identified economic development target areas presented in SWOT format to be shared in a PowerPoint document and presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report.

### Task 5: Developing Detailed Talent Supply and Situational Profiles to Inform Workforce Development Opportunities

With the identified regional industry cluster focuses, labor market dynamics, and potential economic development opportunities - both existing and emerging - determined, the project team will turn to assessing potential workforce development opportunities that align with the talent and skills needs of these sectors along with the supply of key regional tech- and STEM-related talent being generated by the region's existing education and workforce development assets.

It is critical to understand where the region's workforce stands today in terms of its composition, evolving skill needs, and projected future growth in order to inform where Greater Lexington has gaps in its ability to advance these industry opportunities. This will inform how the region should best plan to meet impending skills and talent needs for its cluster opportunities today and in the near future. Leveraging the results of the detailed labor market dynamics assessment and high priority roles for the region identified in Task 3, the project team will assess talent supply and workforce development dynamics and key assets for Greater Lexington to include:

- Levels, concentration, and recent trends in postsecondary degree graduates (by level and major degree fields) from regional institutions that align with those tech- and STEM-related occupations most clearly driving skill and talent needs in the cluster demand assessments.
- Key workforce development programs and initiatives at the K-12 and postsecondary levels that are targeting key tech- and STEM-related skill and talent development.

Key findings aligning the indicators of workforce demand and supply will be summarized for relevant high priority occupational workforce segments and a future-focused workforce and skills profiles will be developed for each. The workforce profiles will draw conclusions on the tech- and STEM-related skill needs of each cluster—utilizing key comparisons between established national clusters and their workforce and skills composition to frame where the region needs to go—and where the assessments are identifying key skills and workforce gaps for Greater Lexington.

To better understand workforce and talent demand, as well as key insights on talent supply sourcing, it is critical to complement quantitative analyses with qualitative outreach to Greater Lexington industry and educational leaders. TEConomy will conduct targeted interviews with a broad range of industry cluster, economic development, and education and workforce development leaders and stakeholders in Greater Lexington to probe on the identified industry cluster opportunities and associated workforce and talent needs to vet the opportunity set and to frame and inform strategic priorities. The discussions, proposed to total up to 40 one-on-one interviews via videoconference, will focus on the following (where relevant to a given stakeholder's position and organization):

- What are the key market and technology developments that will drive growth and future talent and skills demand in their respective cluster/technology area?
    - Do the economic development targets identified in Task 3 align with these drivers?
- What are the critical education and workforce development priorities for developing and growing regional development opportunities in their respective cluster/technology area?

- How is the region's innovation ecosystem working for their opportunity area? Are there factors or barriers that currently inhibit growth or company or talent attraction (e.g., infrastructure, shared-use facilities, workforce, regulatory, salary levels, other factors)?
- What are Greater Lexington's key strengths or selling points in this cluster/technology area?
- What are key development challenges the region must address in this opportunity area?

The interviews will be designed to complement the quantitative assessments and resulting intelligence garnered from Tasks 2-4 to hone in on strategic priorities and recommended actions for the region to address key workforce gaps.

Based on the information gathered in this task, TEConomy will also identify relevant best practices in training and certification programs, post-secondary degree programs, reskilling and upskilling programs for incumbent workers, and other workforce development initiatives from other regions that are relevant.

Leveraging the information collected and the insights gained from interviews, TEConomy will work to develop a set of strategic recommendations for the region to address workforce gaps and position itself competitively for future talent growth and retention in technology applications verticals. The preliminary recommendations will be discussed with Lexington-Fayette Urban County Government leadership so that there is the opportunity to provide guidance and oversight regarding which recommendations should be prioritized and advanced. This set of initial workforce development recommendations will serve as the basis for the development of subsequent policy and regulatory actions in Task 6 that align with each recommendation area.

**Timeframe:** Project Months 3-5
**Deliverable:** Workforce and situational profiles and identified critical gaps for emerging tech-driven and innovation-led clusters presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report. Summary results from outreach to regional stakeholders, and relevant set of initial workforce development recommendations for review and refinement.

### Task 6: Preparation of the Final Report Outlining Policy and Regulatory Recommendations and Presentation of Key Findings

The preceding tasks will provide the basis upon which to develop a comprehensive strategy for building and sustaining the Greater Lexington region's technology-related workforce and aligning strategic workforce development actions with forward-looking economic development opportunities. In consultation with Lexington-Fayette Urban County Government leadership, TEConomy will leverage the strategic recommendations developed in Task 5 as the basis for developing a set of specific policy and regulatory actions that reflect the data analyses, situational assessments, and associated key findings developed in each of the earlier tasks.

TEConomy will develop a set of actions, initiatives, and incentives for growing, attracting, and retaining technology talent in the Greater Lexington region based around the top line workforce development recommendations. For each action, TEConomy will detail:

- Rationale for the action, leveraging insights gathered from previous tasks.
- Best practice examples, including other potential regulatory and policy frameworks that have been successfully implemented and driven robust results in fostering technology-based growth.
- Design of the action, leveraging input from stakeholders, best practices, and market intelligence.
- Time frame and prioritization for actions.

The final report, including citations of data sources, will be made available as print- and web-ready PDF documents suitable for printing and distribution. TEConomy will not be responsible for printing the report. The report will include an Executive Summary.

In addition, TEConomy will develop a PowerPoint presentation of the key findings and strategy. TEConomy will present the Executive Summary of the report to the Lexington-Fayette Urban County Council and/or Council Committee.

**Timeframe:** Project Months 5-6
**Deliverable:** Final report in PDF format including citations of data sources. Executive Summary to be presented to the Lexington-Fayette Urban County Council and/or Council Committee.

## Proposed Timeframe

The statement of work, as outlined herein, is proposed to be completed within six (6) months from receipt of a fully executed contract authorizing TEConomy to commence work. The following table outlines our proposed timeframe by task to complete the project along with the estimated level of effort each task will require.

| Task | Months | Hours |
|---|---|---|
| Task 1: Project Kick-off Meeting, Information Gathering, and On-going Progress Reporting | 1-6 | 16 |
| Task 2: Assessing the Current Industry Landscape and Assets in Tech-Driven Sectors—Developing a Detailed Regional Industry Cluster Analysis | 1-2 | 196 |
| Task 3: Assessing the Current Labor Market Dynamics to Identify Trends in Tech Deployment Across Industries | 1-2 | 156 |
| Task 4: Identification of Forward-Looking, Innovation-Led Economic Development Opportunities | 3-5 | 196 |
| Task 5: Developing Detailed Talent Supply and Situational Profiles to Inform Workforce Development Opportunities | 3-5 | 204 |
| Task 6: Preparation of the Final Report Outlining Policy and Regulatory Recommendations and Presentation of Key Findings | 5-6 | 176 |

# Company Profile

## About TEConomy Partners, LLC

TEConomy is a comprehensive technology-based economic development consulting group whose principals have a more than 25-year track record in developing strategic plans, technology commercialization initiatives, development roadmaps, and workforce and talent support programs. Our clients include industry associations, state and local governments, universities, non-profits, university research park organizations, business development groups, and foundations around the world. At a national level, TEConomy's public policy services help clients, such as BIO, PhRMA, the Industrial Physics Association, Association of University Research Parks, and others navigate a range of issues, needs and opportunities.

What sets TEConomy apart from other consulting organizations is that we understand and appreciate the variations in culture and communications among and between industry, higher education, non-profit organizations, and government, with many in our group having worked in and across these sectors. The principals of TEConomy have a proven track record in local, state, and national strategic and analytical efforts across a broad-range of sectors and technologies, including (but not limited to): Advanced Analytics and AI; Advanced Manufacturing; Advanced Materials and Chemicals; Aerospace; Agriculture; Applied Physics; Autonomous Systems; Clean Tech; Defense and Homeland Security; Drugs and Biopharmaceuticals; Educational Technology; Energy; Food Manufacturing; Genomics; Geospatial Technology; Healthcare Technologies; Industrial Biotechnology; Information Technology and Communications; Maritime Systems; Scientific Technology and Instrumentation, and many others.

In the fourth quarter of 2015, TEConomy Partners, LLC was formed as an independent company, transitioning the complete staff and capabilities of the Technology Partnership Practice (TPP) from Battelle Memorial Institute. In 1990, Battelle formed TPP to serve state and local organizations, universities, non-profit technology organizations, industry and professional associations, and others in the assessment, design, and implementation of research and technology programs. Over time the practice evolved into a full-service assessment and strategy group including leading analysts and practitioners in innovation-based economic development. *Today that practice is TEConomy Partners, LLC.*

TEConomy has worked extensively with clients to assess the characteristics of labor forces and to translate them into policy recommendations deployed as a part of comprehensive economic and workforce development strategies. These studies have made extensive use of labor market data sources including from the Bureau of Labor Statistics (BLS); the Census Bureau's American Community Survey (ACS), including use of the Public Use Microdata Sample (PUMS); Emsi (now Lightcast) job postings analytics and other tools; as well as our own web-based corporate workforce surveys. In addition, TEConomy has led workforce strategies that leverage thorough qualitative assessments through interviews, facilitated focus groups, advisory committees, etc.

## TEConomy's Ethics Code

TEConomy Partners LLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our Partners and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to TEConomy Partners LLC.

Furthermore, we aspire to create a company and a world where equality and inclusion are achievable for all, driving growth and creating value for not only our clients but also our employees through our work together.

## TEConomy's Equal Opportunity Statement/Affirmative Action Plan

TEConomy Partners LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex (including transgender and transitioning status), sexual orientation, gender identity, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

## TEConomy' Acknowledgements

TEConomy acknowledges that the LFUCG is a governmental entity, and that contract validity is based upon the availability of public funding under the authority of its statutory mandate.

## TEConomy Organization Chart and Contact Information

TEConomy has been in continuous operation since 2015. TEConomy is a limited liability corporation with four equal partners. The day to day operations of the firm are overseen by its Managing Director, Deborah Cummings. Contact information is:

TEConomy Partners, LLC
8122 Blind Brook Ct.
Columbus, Ohio 43235
Deborah Cummings
Principal and Managing Director
614-395-3725
cummingsd@teconomypartners.com

# Project Team Profiles

TEConomy will have full responsibility for managing the project, developing, and implementing the methodology, analyzing the data, and preparing both interim and final deliverables. TEConomy's project team will be under the direction of Mr. Ryan Helwig, who will serve as Project Director, with specific responsibilities for:

- Supervising project staff on all phases of project
- Being a part of the project work on all phases of the project
- Ensuring high quality and timely completion of work
- Providing regular updates and status reports, and
- Serving as the main author of the final deliverable.

TEConomy has found it helpful to have a designated Project Manager, who can support the Project Director and provide back-up on day-to-day work issues. Mr. Joe Simkins will serve as Project Manager. In this role, Mr. Simkins will be responsible for coordinating outreach efforts and the overall integration of the analyses into final deliverables, in close collaboration with the Project Director.

The backgrounds of the individual members of the TEConomy Project Team are provided below.

**Ryan Helwig** is a Principal and Project Director at TEConomy. Mr. Helwig will serve as the Project Director and day-to-day point of contact for this proposed work. Mr. Helwig is an accomplished economist and consulting professional with more than 20 years of experience spanning the public, private, and non-profit sectors. His experience encompasses an early career spent with the U.S. Department of Labor's Bureau of Labor Statistics and the Economic Policy Institute in Washington, D.C. followed by senior project management experience within Battelle's TPP prior to co-founding TEConomy in 2015. He has led biennial national report efforts with the Biotechnology Innovation Organization (BIO) since 2006, serving as a primary author and technical lead in this assessment of national and state-by-state bioscience industry and related ecosystem trends. He has conducted regional economic and impact analysis, competitive benchmarking assessments, and workforce strategy development for a range of clients, including the Massachusetts Life Sciences Center, Maryland Life Science Advisory Board, Oregon Workforce Investment Board, the Governor's Life Science and Global Health Advisory Council in Washington State, the North Carolina Biotechnology Center, Science Foundation Arizona, and the State of Indiana. His work has included a particular focus on workforce and STEM education issues. Mr. Helwig has an M.A. in Economics from The George Washington University and a B.S. in Business and Economics from Miami University. Mr. Helwig's level of effort for this engagement will be 124 hours.

**Joe Simkins** is a Senior Economist at TEConomy and will serve as the Project Manager for this proposed work. Mr. Simkins has an extensive background in statistics, advanced mathematics, data analysis, econometric modeling, and game theory applications. He specializes in developing applied microeconomic models for a wide variety of analysis needs including regional analysis, risk assessment, predictive choice theory, and behavioral analyses. Previously Mr. Simkins worked in the statistics and analytics group at Battelle where he implemented survey research design and developed predictive modeling approaches for a wide variety of government and commercial applications ranging from national defense to health care. Recently, Mr. Simkins has prepared the analytical cluster analyses for work with the Georgia Research Alliance, Maine Technology Institute and Iowa Partnership for Economic

Progress and undertook impact analysis for major TEConomy projects in North Carolina. Mr. Simkins received his M.A. in Applied Economics from the University of North Carolina – Greensboro and his BA in Economics at the University of North Carolina Chapel Hill. Mr. Simkin's level of effort for this engagement will be 248 hours.

**Dylan Yetter** is a Senior Research Analyst at TEConomy, specializing in research, data collection, and quantitative and qualitative analysis. Mr. Yetter performs labor market data analysis, conducts surveys, phone interviews, market research, and assists in developing SWOT (strengths, weaknesses, opportunities, and threats) analysis for a wide variety of TEConomy clients. Mr. Yetter joined TEConomy from his previous position as a graduate assistant in the Department of Sociology and Criminology at The Pennsylvania State University (Penn State). Mr. Yetter received his M.A. in Sociology and Demography from Penn State University and a B.A. in Political Science and Sociology from the State University of New York at Fredonia. Mr. Yetter's level of effort for this engagement will be 164 hours.

**Jonathan Dworin** is a Project Manager at TEConomy. Mr. Dworin has dedicated his career to improving economic development outcomes. With a focus on strategic planning, industry cluster development, stakeholder engagement, placemaking, and talent development programming, he brings a variety of perspectives to his work with TEConomy. Prior to joining the firm, Mr. Dworin worked with SSTI, where he conducted research on best practices in innovation-driven economic development and supported efforts at universities, federal labs, and public-private partnerships. Previously, Mr. Dworin worked in academia in partnership with McKinsey & Co. on various elements of the Minneapolis-St. Paul economic development strategic plan. He earned a Master's in Public Policy from the University of Minnesota and a Bachelor's in Social Relations and Policy from Michigan State University. Mr. Dworin's level of effort for this engagement will be 60 hours.

**Kyle Kissinger** is a Research Analyst at TEConomy supporting client engagements by collecting, organizing, vetting, and analyzing quantitative and qualitative data. Through advanced data analysis, Mr. Kissinger is able to synthesize findings from disparate datasets to provide context to our work and solve problems unique to each project. Prior to joining TEConomy, Mr. Kissinger served as a Policy Researcher for the Mitsubishi Research Institute in Tokyo, Japan, focusing on international economic development through entrepreneurial innovation and public-private partnerships. Mr. Kissinger received both his B.A. in Political Science and his M.A. in International Economics from the University of California - San Diego. Mr. Kissinger's level of effort for this engagement will be 204 hours.

**Mary Jane MacArthur** is a Research Analyst with TEConomy. Ms. MacArthur specializes in data analytics and supports client engagements by gathering data and building models for projects, including efforts related to core competency assessments, economic impact studies, and workforce analyses. Ms. MacArthur utilizes her background in economics and data science to provide quantitative insights into clients' individual challenges and identify drivers of regional economic growth. She specializes in using machine learning and econometric models to assess economic trends and future development potential, in addition to her work in engineering effective data pipelines. She received her B.S. in Economics from Brigham Young University and her M.S. Public Policy and Management – Data Analytics from Carnegie Mellon University. Ms. MacArthur's level of effort for this engagement will be 144 hours.

Resumes for each team member can be found in Appendix A.

# Examples of Representative Work

Examples of recent projects with direct relevance to this proposed effort include the following:

**Putting Tech to Work in Critical Industries: Indiana's potential as a global leader for technology application and adoption.** Building on longstanding support for the innovation and workforce initiatives administered under the Central Indiana Corporate Partnership (CICP), TEConomy was engaged by the central growth organization for Indiana's tech industry, TechPoint, to conduct an assessment of tech industry strengths, future opportunities, and workforce dynamics across the state. TEConomy's approach identified and profiled both "core tech" industries in traditional software and IT sectors in addition to "tech-enabled" sectors which were uncovered through detailed labor market analyses of the state's tech workers and how they were being deployed. Labor market and industry analyses were supplemented by the creation of a customized inventory of Indiana's technology firms and their competencies that highlighted key applications themes being advanced by industry. These analyses produced insights about the state's specialization in generating and integrating an "embedded" tech workforce across key industry sectors outside of traditional tech products and services, such as tech-enabled engineering solutions being deployed in the state's manufacturing sectors. TEConomy leveraged these key findings to recommend several target workforce segments for TechPoint to engage using a new "putting tech to work" strategic initiative.

**Link to final report:** https://techpoint.org/indiana-putting-tech-to-work-critical-industries

**Reference:**
Nathan Ringham
Vice President, Research and Insights
Central Indiana Corporate Partnership
nringham@cicpindiana.com
317-638-2440

**Massachusetts Life Sciences Employment Outlook Report.** Since 2021, TEConomy has developed an annual Massachusetts Life Sciences Employment Outlook report with the recent 2024 report highlighting several key emerging dynamics in the state's life sciences workforce and outlining approaches that industry, educational, and government stakeholders can take to respond to ongoing market trends. The report outlines key findings about growing segments of the life sciences workforce as well as challenges and demand drivers facing Massachusetts employers across bioscience-related manufacturing, laboratory, university, and hospital segments of the industry that employ this specialized workforce. The report snapshots annual demand for key skills by major state employers, regional concentrations of various workforce segments, emerging trends in talent generation by state institutions, and analyses of topics such as graduate and worker retention. This report is used as the centerpiece of MassBioEd's annual conference outlining emerging labor trends, with the 2024 report's release generating positive feedback and coverage from industry and state workforce development stakeholders.

**Link to final report:** https://www.massbioed.org/labor-market-information/

**Reference:**
John Brothers
Senior Director of Workforce Development Strategy
Massachusetts Biotechnology Education Foundation
John.Brothers@massbioed.org
857-600-6453

**Developing a Life Sciences Workforce Strategy for Washington.** Following a 2017 assessment of Washington's Life Sciences and Global Health workforce dynamics for the Washington Department of Commerce, Life Science Washington (LSW) approached TEConomy to develop a workforce strategy to address challenges in recruiting, hiring, and retaining talent based on the experiences of its constituent companies. TEConomy leveraged detailed labor market analytics and customized projections data to inform a set of "high demand, high priority" occupations across biomedical research, healthcare, and life science manufacturing-related industry clusters that are key demand drivers for workforce. TEConomy supplemented this analysis with conversations with Washington-based life science companies as well as a variety of university, community college, and workforce development stakeholders. After vetting these findings with LSW and Career Connect Washington leadership, TEConomy produced an overall set of five strategic priorities for meeting demand for talent from a growing life sciences industry, including detailed recommendations under each strategic priority that were used to inform investment in statewide workforce development programs.

**Link to final report**: https://lifesciencewa.org/wp-content/uploads/2023/08/CCW-LSW-Life-Science-Workforce-Recommendations-final.pdf

**Reference:**
Marc Cummings
President and CEO
Life Science Washington (LSW)
marc@lifesciencewa.org
206-456-9566

**Developing a Comprehensive Workforce Strategy for Iowa's Targeted Industry Clusters (ongoing).** TEConomy has been engaged by the Iowa Economic Development Authority (IEDA) several times in recent years to develop new and updated strategic roadmaps and assessments across Iowa's targeted industry clusters, including in technology and STEM-intensive industry applications areas such as biosciences, manufacturing 4.0, and educational technology (EdTech). Leveraging this work and updated analyses of labor market and talent generation dynamics, TEConomy is currently developing a comprehensive workforce strategy for the State of Iowa focused on key industry clusters that drive an outsized proportion of the state's total economic activity. To support this work to date, TEConomy has generated detailed occupational workforce profiles for the labor force of each industry cluster, including skills mix, supply-demand alignment, and demographic trends which are driving current conditions. In partnership with IEDA as well as Iowa Workforce Development (IWD), TEConomy has conducted outreach to over 50 Iowa-based companies, economic development organizations, and educational

institutions as well as deployed an industry hiring and demand survey to a broad set of state companies. The project will culminate in development of a detailed strategic roadmap for the state's workforce development efforts in target industry clusters that includes best practice examples from other states as well as recommendations for public policy and investment to scale existing programs.

**Reference:**
Debi Durham
Executive Director
Iowa Economic Development Authority and Iowa Finance Authority
debi.durham@iowaeda.com
515-348-6200

In addition to these four detailed examples, Table 1 highlights other relevant workforce focused assessments and strategic engagements performed by TEConomy, as well as in some cases the principals of TEConomy while with Battelle (prior to 2015).

**Table 1: Recent Relevant Workforce and Talent-Focused Projects Conducted by the Principals of TEConomy**

| Client | Title | Summary |
|---|---|---|
| **AgriNovus Indiana** | *Ensuring an Agbioscience Workforce for Indiana's Future* | Understanding the ramifications of the agbioscience workforce shortage at the national level, AgriNovus Indiana engaged TEConomy to better understand its workforce needs. TEConomy developed a data-driven, fact-based understanding of the demand and supply of agbioscience workers in Indiana and the factors shaping how demand and supply can be more closely linked. A key finding from the analysis is that while Indiana's talent generation in core agbiosciences occupations is aligned with demand, the industry struggles to attract talent in allied occupations, such as business and technology. As a result, TEConomy recommends a series of solutions that will help ensure that agbioscience industrial workforce needs are aligned with the higher education delivery system. These recommendations are now being implemented by AgriNovus through efforts such as Field Atlas, a career exploration platform that informs high school and college students about the kinds of diverse professions in the growing agbiosciences industry. |
| **Arkansas Research Alliance and Arkansas Economic Development Commission** | *Recommendations on Advancing the Economic Competitiveness of Data Analytics and Computing in Arkansas* | TEConomy was retained by the Arkansas Research Alliance and Arkansas Economic Development Commission to assist the Governor's Blue Ribbon Commission in formulating a strategic plan for advancing data analytics and computing in Arkansas. The Blue Ribbon Commission involved senior executives from Arkansas' major corporations, emerging new technology ventures, economic development agencies and public university systems. TEConomy facilitated discussions and commission member guidance, conducted a detailed assessment of Arkansas' competitive position in data analytics and computing, benchmarked best practices |

| | | |
|---|---|---|
| | | and helped to formulate key actions and an operating approach for a new public-private partnership effort. The Blue-Ribbon Commission's Action Plan was presented to Governor Asa Hutchinson in late December of 2017. It recommended a five-year, $25 million public-private partnership effort to recruit top talent, raise industry capabilities and generate more homegrown talent in data analytics and computing in Arkansas to raise the state as a leader in the transformation of existing industries through the application of data analytics and computing. |
| **Coalition of State Bioscience Institutes (CSBI)** | *2021 and 2023 Life Sciences Workforce Trends Report (National)* | TEConomy partnered with the Coalition of State Bioscience Institutes (CSBI) to take stock of the industry's demand for talent and related themes emerging from a disruptive COVID pandemic year. The analysis and assessment leveraged detailed job postings of life sciences companies; a national life sciences industry hiring survey; and interviews with nearly 200 life sciences executives across the U.S. The report identified a set of key findings and themes that emerged from the assessment and included the life science industry's continued economic resilience; the seismic shift to remote work; the elevated commitments to a more diverse and inclusive industry as a strategic priority; and the importance of industry-academic partnerships. |
| **Indiana BioCrossroads** | *Impact of Talent on Innovation: Recent Trends and Implications for the Indy Metro* | BioCrossroads commissioned the Battelle Technology Partnership Practice to take a detailed examination of the supply and demand for talent to drive innovation and economic growth for the Indy Metro. This effort draws on a wide variety of data sources on population dynamics, talent pipeline of recent graduates, innovation activities and industry trends. It considers the trends for the Indy Metro during the economic recovery and puts them into a comparative analysis with a set of regional benchmarks. The study then turns to the implications of its key findings and particularly how it relates to the new developments in place-based strategies to advance an innovation and talent ecosystem that drives economic development. |
| **Central Indiana Corporate Partnership (CICP)** | *The Opportunity to Win the Global Competition for College-Educated Talent* | This comprehensive study focused on how Indiana could better compete for college educated talent, assessing the alignment between recent college graduates and high-quality job opportunities in the state. The study brought together public data on occupational employment by industry, degree generation, and student migration patterns, along with specialized analyses of job vacancies and survey research of recent college graduates from Indiana working both in-state and out-of-state. Various strategies were identified to break the cycle of Indiana losing graduates. The results of the study helped inform the Lilly Endowment's $60+ million initiative to Indiana colleges and universities to help improve employment opportunities for college graduates. |

| | | |
|---|---|---|
| **Maricopa Community Colleges (Phoenix)** | *Advanced Manufacturing Strategy for Greater Phoenix* | Battelle undertook a very detailed analysis of the workforce education and training needs of advanced manufacturers in the Greater Phoenix area including electronics, aerospace, defense, semiconductor and the supplier chains to such key anchor industries. Up to three different individuals in a strategic sample of employers were interviewed (strategic, operational, human resources) and detailed information on various supply and demand issues was identified. Focus groups by industry sector were held and a detailed action plan was completed to enable the Community Colleges to better serve these advanced manufacturing industries. The strategy contributed to a multi-year NSF funding award for implementation of the action plan. |
| **Oregon Workforce Investment Board** | *Priming Oregon's Talent Pipeline: Oregon Future Workforce Needs Analysis* | Battelle served as the technical lead for a study on "Priming Oregon's Talent Pipeline: Oregon Future Workforce Needs Analysis." This study was commissioned by the Business and Economic Development Committee of the Oregon Workforce Investment Board as a strategic investment plan to drive and focus future areas of workforce investment. Through the use of core competency analysis, industry cluster analysis and detailed occupational and educational analysis, Battelle identified the economic drivers of Oregon's future economy, what workers with which skills will be needed, what capacity Oregon has now to generate workers in demand and where are the major gaps in the workforce system relative to technology and market opportunity areas. |
| **Pharmaceutical Research and Manufacturers of America (PhRMA)** | *Enhancing Today's STEM Workforce to Ensure Tomorrow's New Medicines* | Enhancing Today's STEM Workforce to Ensure Tomorrow's New Medicines, undertaken on behalf of the Pharmaceutical Research and Manufacturers of America (PhRMA), analyzes the biopharmaceutical industry's needs for, and cultivation of, STEM-related talent. The report details how innovative biopharmaceutical companies and their foundations are partnering with the nation's colleges and universities to foster the next generation of STEM talent. These partnerships are happening at all levels of the postsecondary pipeline from worker training programs to various certification and associate's programs though to master's and doctoral programs. |
| **Prince George's County (MD) Planning Department of The Maryland-National Capital Park and Planning Commission** | *A Study of Occupational Shifts and Workforce Characteristics* | Battelle prepared the 2011 *A Study of Occupational Shifts and Workforce Characteristics* report, a comprehensive analysis of workforce supply and demand conditions in Prince George's County Maryland. This project included an analysis of both labor market supply and demand conditions in the County, and the County's role in the regional economy and labor shed. This report included a detailed demographic analysis of the County's available workforce, the occupational demand of the County's employer community, the supply of a skilled and educated workforce from the County's K-12, community college, and public and private colleges and universities, and a gap analysis of key areas of occupational shortage. |

| | | |
|---|---|---|
| **Washington State Department of Commerce** | *Assessing Washington's Life Science and Global Health Workforce Dynamics: Enhancing Connections and Addressing the Skills Gaps to Ensure Future Growth* | By mid-2016, the building challenges and concerns facing Washington's life science industry and global health sector had coalesced to such a point that the state's Department of Commerce, through its designated Industry Sector Lead and with the support of Governor Inslee, commissioned this study to develop a comprehensive baseline assessment and strategy for meeting Washington's current and future life science and global health workforce needs. |

# Cost Estimate

TEConomy proposes to conduct the services proposed herein for a fixed price of $132,860.00 inclusive of all project-related costs including all labor, travel, and data-related costs. TEConomy proposes to invoice upon completion of each task. The price by task is provided in the following table.

| Task/Deliverable | Cost |
|---|---|
| Task 1: Project Kick-off Meeting, Information Gathering, and On-going Progress Reporting | $3,280 |
| Task 2: Assessing the Current Industry Landscape and Assets in Tech-Driven Sectors—Developing a Detailed Regional Industry Cluster Analysis | $26,800 |
| Task 3: Assessing the Current Labor Market Dynamics to Identify Trends in Tech Deployment Across Industries | $20,100 |
| Task 4: Identification of Forward-Looking, Innovation-Led Economic Development Opportunities | $23,400 |
| Task 5: Developing Detailed Talent Supply and Situational Profiles to Inform Workforce Development Opportunities | $29,000 |
| Task 6: Preparation of the Final Report Outlining Policy and Regulatory Recommendations and Presentation of Key Findings | $30,280 |
| **Total Cost** | **$132,860** |

# Appendix A: Key Personnel Resumes

Complete resumes for all key TEConomy personnel who will be involved in providing the services outlined in this proposal are provided in the following pages.

TECONOMY PARTNERS LLC

# RYAN HELWIG



## PRINCIPAL AND PROJECT DIRECTOR

### EDUCATION

**M.A. Economics,**
**The George Washington University**

**B.S. Business-Economics,**
**Miami University**

### QUALIFICATIONS

Mr. Helwig is an accomplished economist and consulting professional with more than 20 years of experience spanning the public, private, and non-profit sectors, including the U.S. Department of Labor's Bureau of Labor Statistics, the Economic Policy Institute, and Battelle's Technology Partnership Practice prior to co-founding TEConomy. He has conducted and led industry cluster and workforce strategy development, regional economic and impact analysis, and competitive benchmarking assessments for a wide range of regional, state, and national clients. His work has included a particular focus on STEM workforce, talent, and education issues.

### RELEVANT EXPERIENCE

**PRINCIPAL AND PROJECT DIRECTOR**
*TEConomy Partners, LLC*

- Projects include the development of strategic plans and innovation strategies related to industry cluster development, workforce and talent, economic impact, and core competency assessments for a variety of national, state, and regional clients, and industries that span the biosciences, agriculture, information technology, and advanced manufacturing.
- Conducts and manages detailed quantitative analyses of economic and innovation ecosystem data, assesses regional economic positioning, develops surveys, and models economic impacts for national and regional technology-based innovation and economic development strategies.

**PROJECT DIRECTOR**
*Battelle, Technology Partnership Practice*

- Ten years as a Senior Economist and Project Manager/Director across a wide range of technology-based economic development projects, including:
  - PhRMA-Battelle STEM Education Report, *Building a 21st Century Workforce to Develop Tomorrow's New Medicines*
  - Battelle-BIO *State Bioscience Jobs, Investments and Innovation* (Project Manager, Technical Lead & Co-author for 6 biennial national reports with BIO)
  - Science Foundation Arizona, *Annual Report Card of Arizona's Technology and Innovation Registry*
  - Iowa's Re-Envisioned Economic Development Roadmap
  - Indiana Study entitled *The Opportunity to Win the Global Competition for College Educated Talent*
  - *New York's Bioscience Cluster: Industry Position & Workforce Assessment of the Upstate Region*
  - *Feasibility Assessment and Master Plan for Advancing the Bioscience Industry Cluster in Los Angeles County*
  - *Priming Oregon's Talent Pipeline: Oregon Future Workforce Needs*

**ECONOMIST**
*U.S. Bureau of Labor Statistics, Division of Labor Force Statistics*

- Worked on the Current Population Survey (CPS), conducting economic research and analysis of U.S. labor force data. Briefed foreign government officials and business professionals on the CPS and other BLS surveys.
- Wrote national *Employment Situation* news releases and published articles on Displaced Workers in the Monthly Labor Review. Prepared briefing materials for the Secretary of Labor and the Chief Economist of the U.S. Dept. of Labor on the monthly Employment Situation data, older workers, displaced workers, and the employment situation of veterans.

**RESEARCH ASSISTANT**
*Economic Policy Institute*

- Provided research assistance to economists, analyzed large data sets (Labor Market, Macroeconomic, International) to aid economists with articles, books, and presentations, including Congressional Testimony.

TECONOMY PARTNERS LLC

# JOSEPH SIMKINS



## SENIOR ECONOMIST

### EDUCATION

**M.A. Applied Economics,**
**University of North Carolina**

**B.S. Economics,**
**University of North Carolina**

### QUALIFICATIONS

Mr. Simkins is an economist with an extensive background in technology-based innovation development planning. He has been a technical lead and subject matter expert on a variety of projects for TEConomy and Battelle, including core competency assessments, economic impact analyses, and policy evaluations. He specializes in the application of machine learning and advanced statistical models to develop strategic insights into trends in innovation and economic development, and is also experienced in implementing simulation models to inform economic impact analyses.

### RELEVANT EXPERIENCE

**SENIOR ECONOMIST**
*TEConomy Partners, LLC*

- Lends valued expertise in economic impact modeling, advanced quantitative analyses of core competencies and innovation trends, big data handling, survey-based research, and design of applied modeling and simulation projects.
- Works across a varied spectrum of technological and scientific disciplines, ranging from biosciences to national security, that encompasses the array of technologies and strategies that drive economic development and industry growth and allows development of insights into technology futures forecasting.
- Key project work includes:
  - Pittsburgh Autonomy Cluster Initiative – Led creation of a strategic initiative for regional innovation and economic development stakeholders that characterized the national market for emerging mobile autonomous systems technologies and identified regional competencies and gaps as a part of a detailed strategic plan to grow the region's industry base.
  - Indiana Artificial Intelligence Strategy – Led development of a comprehensive strategy that benchmarked the national innovation landscape in AI-related technologies and developed a framework to align collaborative industry-university initiatives and talent pipelines with disruptive trends in machine intelligence and data sciences.
  - Oklahoma City Innovation District Strategy – Analyzed the core competencies and innovation assets of the Oklahoma City region to inform economic development and placemaking recommendations for positioning the city's innovation district for sustainable growth.
  - Greater Houston Middle Skills Workforce Study – Analyzed the region's middle skills workforce segments and developed a framework for targeted upskilling of labor segments based on forecasted employment conditions for specific occupational roles

**SENIOR ECONOMIST**
*Battelle, Technology Partnership Practice*

- Served as technical lead on a variety of economic development, science and technology strategy, and core competency assessment projects.
- Worked in conjunction with various business units at Battelle to lead projects as a subject matter expert in economic impact analysis, risk assessment, and complex systems simulation.
- Key project work included:
  - Cummings Research Park Strategic Opportunities Plan – Served as technical lead in crafting and validating technology-based strategic innovation opportunity areas for integration into research park master planning updates.
  - Georgia Research Alliance – Principal analyst in work involving identifying bioscience industry needs for university collaborations and Georgia's assets in targeted areas of bioscience development.

TECONOMY PARTNERS LLC

# DYLAN YETTER



## SENIOR RESEARCH ANALYST

## EDUCATION

**M.A. Sociology and Demography,**
**The Pennsylvania State University**

**B.A. Sociology and Political Science,**
**The State University of NY at Fredonia**

## QUALIFICATIONS

Mr. Yetter specializes in quantitative data analysis, from data collection through to the presentation of findings. He has significant experience in analyzing socioeconomic and demographic data using a broad range of sources and advanced methods. His work provides context to projects and explores the unique environments in which clients operate. Mr. Yetter also develops data visualizations and maps, designs presentations, and contributes to written analyses of project findings.

## RELEVANT EXPERIENCE

**SENIOR RESEARCH ANALYST**
*TEConomy Partners, LLC*

- Supports project goals by collecting, organizing, vetting, and analyzing primary and secondary data sources, often as the lead data analyst and point person.
- Synthesizes findings from multiple data sources to produce multifaceted analyses in key areas, such as socioeconomic benchmarking and innovation ecosystems.
- Creates, organizes, and maintains databases by collecting and combining disparate sources of data using advanced Microsoft Excel, Microsoft Access, and R.
- Designs, tests, and distributes surveys in Qualtrics to build proprietary datasets to address clients' needs that cannot be met through other publicly available sources.
- Utilizes data from a variety of sources and data structures, including federal agencies (Bureau of Labor Statistics, U.S. Census Bureau, Bureau of Economic Analysis, National Science Foundation), survey data, client program data, venture capital data, and other economic and demographic sources.
- Develops data visualizations and maps using Excel and Tableau to illustrate project findings.
- Designs presentations and contributes to written analyses of findings to share conclusions and recommendations with clients.
- Writes literature reviews of qualitative data to provide deeper context for quantitative assessments.

**GRADUATE RESEARCH ASSISTANT**
*The Pennsylvania State University (Penn State)*
*Department of Sociology and Criminology*

- Conducted academic research that focused on the topics of health, immigration, and demography.
- Cleaned and analyzed large and complex datasets with longitudinal and multilevel structures.
- Presented findings to colleagues and collaborators through written and oral presentations.
- Collaborated on several research teams by providing data analysis and other feedback to support joint project efforts.
- Wrote synthesized reviews of scientific literature and assessed the state of literature for further examination into important topics.
- Utilized demographic techniques as well as other complex procedures designed to account for sampling design challenges, which allowed for data analysis to account for more comprehensive sets of variables.

TECONOMY PARTNERS LLC

# JONATHAN DWORIN



## PROJECT MANAGER

### EDUCATION

**M.A. Public Policy**
**University of Minnesota**

**B.A. Social Relations and Policy**
**Michigan State University**

### QUALIFICATIONS

Mr. Dworin has dedicated his career to improving economic conditions by striving to make public-private investments in innovation-based programs more efficient while achieving greater impact. Blending qualitative and quantitative analysis, Mr. Dworin's work focuses on strategic planning, industry cluster development, stakeholder engagement, placemaking, and innovation and entrepreneurship programming to advance innovation-based economic development. Prior to joining TEConomy, Mr. Dworin worked with SSTI researching best practices in innovation-driven economic development and supporting public-private partnership efforts at universities and federal labs.

### RELEVANT EXPERIENCE

**PROJECT MANAGER**
*TEConomy Partners, LLC*

- Works with TEConomy's principals to effectively manage projects focused on innovation-led economic development and informed public policy.
- Conducts research on innovation, entrepreneurship, and industry dynamics to help strategically position competitive assets, working with groups like Business Oregon, Missouri Technology Corporation, Indiana Economic Development Corporation, Prince George's County (MD) Economic Development Corporation, and Greater Louisville Inc.
- Complements quantitative analyses with insight garnered from interviews, surveys, focus groups, literature reviews, and other sources to develop economic and functional impact assessments for universities and other institutions, such as Kansas State University, the University of Arizona, BioCrossroads (IN), and Innovation Quarter (NC).
- Contributes to targeted industry strategies across sectors, in fields ranging from bioscience to food innovation, and with groups such as the Iowa Economic Development Authority, Greater Oklahoma City Chamber of Commerce, and the Center for Innovative Food Technology.
- Synthesizes analyses to help inform facilities and research park planning for colleges and universities, including University of Minnesota's FAARM (Future of Advanced Agricultural Research in Minnesota), University of Wisconsin, University of Nebraska, University of Connecticut, Clemson University, and UT-San Antonio.

**POLICY ANALYST**
*State Science and Technology Institute (SSTI)*

- Researched and communicated trends and best practices in technology-based economic development to practitioners and policymakers.
- Managed relationships with federal, state, and regional economic development initiatives that support science, technology, innovation, and entrepreneurship.

**GRADUATE RESEARCH ASSISTANT**
*University of Minnesota, Humphrey School of Public Affairs*

- Provided project management and research support for the State and Local Policy Program, with an emphasis on how the development of industry clusters can support regional economic competitiveness.
- Worked alongside McKinsey consultants as a member of a nine-person project team developing the strategic plan for Greater MSP, the Minneapolis-St. Paul Regional Economic Development Partnership.

**RESEARCH ASSISTANT**
*Michigan State University Land Policy Institute (LPI)*

- Supported research for the Rebuilding Prosperous Places Initiative, a university-led public private partnership that focused on sustainable economic development, placemaking, and industrial revitalization.

TECONOMY PARTNERS LLC

# KYLE KISSINGER



## RESEARCH ANALYST

### EDUCATION

**M.A. International Affairs,**
**University of California – San Diego**

**B.A. International Studies,**
**University of California – San Diego**

### QUALIFICATIONS

Mr. Kissinger supports client engagements by collecting, organizing, vetting, and analyzing quantitative and qualitative data. Through advanced data analysis, Mr. Kissinger is able to synthesize findings from disparate datasets to provide context to our work and solve problems unique to each project. His findings are integral to the development of data-driven strategies and recommendations delivered to clients. His experience in multiple policy fields (including energy, automation, and innovation-driven economic growth) as well as work experience in multiple countries with varying degrees of development provides him with a unique perspective regarding how to catalyze technological adoption and sustainable economic development.

### RELEVANT EXPERIENCE

**RESEARCH ANALYST**
*TEConomy Partners, LLC*

- Works with TEConomy to provide effective, accurate, and concise data analysis across multiple industry sectors and time points in order to encourage successful and sustainable economic development.
- Conducts sector and technology benchmarking across the U.S. and around the globe, including analysis of public/private partnerships, technology deployment and commercialization, and talent, workforce development, and educational initiatives.

**POLICY RESEARCHER**
*Mitsubishi Research Institute, Inc.*

- Collected a wide variety of data across Japan utilizing government and executive interviews, domestic and international datasets, and deep single-business case studies.
- Analyzed sector-wide technological adoption, including the advent of additive manufacturing in the food and energy sectors as well as the adoption of tourism-focused non-fungible tokens (NFTs).
- Hosted and managed monthly discussion events between industry executives, academic experts, and researchers in order to establish both a rapport between different innovators and to diversify pursued solutions.
- Built collaboratively a yearly Listings of Societal Issues that evaluated global issues, including climate change, educational inequality, a lack of disaster preparedness, and inequitable access to nutrition, and showcased successful startups working to provide solutions and new technologies.
- Developed and updated semiannually an "innovation climate" report containing more than 800 startups, expert testimonies and interviews, and policy proposal analyses.

**RESEARCH ASSISTANT**
*University of California – San Diego*
*School of Global Policy and Strategy*

- Contributed to a national security report concerning military and terrorist usage of 3D printing to facilitate weaponry production, regulation avoidance, and smuggling potential.
- Produced databases and reports based on government data, field work (including direct data gathering on-site), and expert testimonials to benchmark multiple G8 countries in their policy responses and the impact of 3D printing on the military economic presence.

TECONOMY PARTNERS LLC

# MARY JANE MACARTHUR



## RESEARCH ANALYST

## EDUCATION

**M.S. Public Policy and Management – Data Analytics,**
**Carnegie Mellon University**

**B.S. Economics,**
**Brigham Young University**

## QUALIFICATIONS

Ms. MacArthur specializes in data analytics and supports client engagements by gathering data and building models for projects, including efforts related to core competency assessments, economic impact studies, and workforce analyses. Ms. MacArthur utilizes her background in economics and data science to provide quantitative insights into clients' individual challenges and identify drivers of regional economic growth. She specializes in using machine learning and econometric models to assess economic trends and future development potential, in addition to her work in engineering effective data pipelines.

## RELEVANT EXPERIENCE

**RESEARCH ANALYST**
*TEConomy Partners, LLC*

- Performs analyses including industry cluster and core competency assessments, economic and functional impact modeling, and workforce analysis.
- Works with a variety of clients including universities, non-profit research institutes, and economic development organizations to research the economic potential and impact of scientific disciplines such as bioscience, agriculture, advanced manufacturing, and logistics.
- Builds effective, semi-automated data pipelines and incorporates current technology and best practices into the data management system.

**DATA ENGINEER INTERN**
*Allegheny CountyStat*

- Developed script to publish database tables as feature layers in ArcGIS online and continuously update layers with current data.
- Wrote and updated Python scripts to help automate the process of archiving obsolete data tables.
- Used various software tools to manage data pipelines and maintain security and consistency throughout the data lifecycle.

**DATA GOVERNANCE INTERN**
*Federal Energy Regulatory Commission*

- Performed quality assurance and developed visualizations on formal proceedings data. Created Power BI dashboards, many of which included embedded visuals created in R.
- Promoted the Federal Data Strategy by assisting other program offices with cataloguing their data assets and populating metadata.

**COMMUNITY DEVELOPMENT INTERN**
*Lawrenceville Corporation*

- Contributed to a report on community development in Pittsburgh's Lawrenceville neighborhoods. Work included:
  - Reached out to Lawrenceville residents and stakeholders for insights into neighborhood changes and policy priorities.
  - Collected, validated, and analyzed a variety of quantitative and qualitative data on local demographics, economic activity, housing, and transportation infrastructure.
  - Created data visualizations and wrote accompanying text.

**RESEARCH ASSISTANT**
*Brigham Young University Department of Economics*

- Digitized historic records using natural language processing.
- Collected data and performed regression analysis for studies on a variety of topics, such as education and school nutrition.

# Appendix B: American Rescue Plan Act Amendment 1

TEConomy's Certification for Compliance for Expenditures Using Federal Funds, Including the American Rescue Plan Act can be found on the following pages.

**AMERICAN RESCUE PLAN ACT**

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

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

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

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

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

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

8-14-2024

Date

# Appendix C: Affidavit

TEConomy's signed and notarized affidavit can be found in the following pages.

**AFFIDAVIT**

Comes the Affiant, Deborah E. Cummings, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Deborah E. Cummings and he/she is the individual submitting the proposal or is the authorized representative of TE Garomy Partners, LLC, 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.

Deborah E Cummings

STATE OF Ohio

COUNTY OF Franklin

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

by Deborah E Cummings on this the 14 day

of August, 2024.

My Commission expires: 08-17-2024

Timothy Michael Williamson
NOTARY PUBLIC, STATE AT LARGE



# Appendix D: Equal Opportunity Agreement

TEConomy's signed Equal Opportunity Agreement can be found in the following pages. TEConomy acknowledges that we have read and understand the provisions contained herein.

# EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

**********

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

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

Bidders

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

Signature

TE Gnomy Partners, LLC.
Name of Business

# Appendix E: Current Workforce Analysis Form

TEConomy's signed Current Workforce Analysis Form can be found on the following page.

**WORKFORCE ANALYSIS FORM**

**Name of Organization:** TEConomy Partners, LLC

| 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** | 9 | 7 | 2 | | | | | | | | | | | | | 7 | 2 |
| **Superintendents** | | | | | | | | | | | | | | | | | |
| **Supervisors** | | | | | | | | | | | | | | | | | |
| **Foremen** | | | | | | | | | | | | | | | | | |
| **Technicians** | | | | | | | | | | | | | | | | | |
| **Protective** | | | | | | | | | | | | | | | | | |
| **Para-** | | | | | | | | | | | | | | | | | |
| **Office/Clerical** | | | | | | | | | | | | | | | | | |
| **Skilled Craft** | | | | | | | | | | | | | | | | | |
| **Service/Maintena** | | | | | | | | | | | | | | | | | |
| **Total:** | | | | | | | | | | | | | | | | | |

**Prepared by:** Debbie E Camp **Date:** 8 / 14 / 2024

***(Name and Title)***

***Revised 2015-Dec-15***

# Appendix F: LFUCG MWDBE Participation Forms and Statement of Good Faith Efforts

TEConomy will have full responsibility for managing the project, developing, and implementing the methodology, analyzing the data, and preparing both interim and final deliverables. Due to the depth and breadth of TEConomy's team, we will not be subcontracting any of the work elements. As a result, the MWDBE Participation Goals are not applicable to this bid.

**LFUCG MWDBE PARTICIPATION FORM**
**Bid/RFP/Quote Reference #** 46-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

| MWDBE Company, Name, Address, Phone, Email | MBE WBE or DBE | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|---|---|---|---|
| 1. | N/A | N/A | N/A | N/A |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

TEConomy Partners, LLC
**Company**

Debbie E Cuyl
**Company Representative**

8/14/2024
**Date**

Principal and Managing Director
**Title**

## LFUCG MWDBE SUBSTITUTION FORM
**Bid/RFP/Quote Reference #** 46-2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

| SUBSTITUTED MWDBE Company Name, Address, Phone, Email | MWDBE Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

TEConomy Partners, LLC
**Company**

**Company Representative**

8/14/2024
**Date**

Principal and Managing Director
**Title**

## MWDBE QUOTE SUMMARY FORM

**Bid/RFP/Quote Reference #** 46-2024

**The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.**

| **Company Name** | **Contact Person** |
|---|---|
| N/A | N/A |
| **Address/Phone/Email** | **Bid Package / Bid Date** |
| N/A | N/A |

| MWDBE Company Addres | Contact Person | Contact Information (work phone, Email, cell) | Date Contacted | Services to be performed | Method of Communication (email, phone meeting, ad, event etc) | Total dollars $$ Do Not Leave Blank (Attach Documentation) | MBE * AA HA AS NA Female | Veteran |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

**(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)**

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

TEConomy Partners, LLC
**Company**

Debbie E Cumpf
**Company Representative**

8/14/2024
**Date**

Principal and Managing Director
**Title**

## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** 46-2024

**Total Contract Amount Awarded to Prime Contractor for this Project**_____

| | |
|---|---|
| **Project Name/ Contract #** | **Work Period/ From:** **To:** |
| **Company Name:** | **Address:** |
| **Federal Tax ID:** | **Contact Person:** |

| Subcontractor Vendor ID (name, address, phone, email | Description of Work | Total Subcontract Amount | % of Total Contract Awarded to Prime for this Project | Total Amount Paid for this Period | Purchase Order number for subcontractor work (please attach PO) | Scheduled Project Start Date | Scheduled Project End Date |
|---|---|---|---|---|---|---|---|
| N/A | | | | | | | |
| | | | | | | | |
| | | | | | | | |

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

TEConomy Partners, LLC

**Company**

8/14/2024

**Date**

Debbie E Kemp

**Company Representative**

Principal and Managing Director

**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**
**Bid/RFP/Quote #** 46-2024

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 MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

TEConomy Partners, LLC

**Company**

8/14/2024

**Date**

**Company Representative**

Principal and Managing Director

**Title**

# Appendix G: General Provisions

TEConomy's signed General Provisions can be found in the following pages.

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

8-14-2024
Date

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE PURCHASE OF SERVICE AGREEMENT WITH TECONOMY PARTNERS, LLC, EXTENDING THE AGREEMENT'S TERM TO JUNE 30, 2025, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the First Amendment to the Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with TEConomy Partners, LLC, extending the Agreement's term to June 30, 2025, at no additional cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
456-25:EPT_4900-6638-8550, v. 1

RESOLUTION NO. 235 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE PURCHASE OF SERVICE AGREEMENT WITH TECONOMY PARTNERS, LLC, EXTENDING THE AGREEMENT'S TERM TO JUNE 30, 2025, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the First Amendment to the Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with TEConomy Partners, LLC, extending the Agreement's term to June 30, 2025, at no additional cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

456-25:EPT_4900-6638-8550, v. 1

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

**File Number: 0458-25**

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0458-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | 167-2025 | **In Control:** | Urban County Council |
| | | | | **File Created:** | 05/01/2025 |
| **File Name:** | Tetra Tech, Inc. MS4 Consultant Agreement | | | **Final Action:** | 06/12/2025 |

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP No. 1-2025) with Tetra Tech, Inc., for Annual Program Management Services for Consent Decree implementation and MS4 Permit Compliance, at a cost not to exceed $814,000, subject to the Budgeting of sufficient funds in Fiscal Year 2026. [Div. of Water Quality, Martin]

**Notes:** rio 6/24/25

SAF in the CCO. Returned to Bailee Young 6/24/2025. MS

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | 06/12/2025 |
| **Attachments:** | Blue Sheet_Memo, Tetra Tech ESA (1), RESO 0458-25 4906-6861-2159 v.1.docx, R-252-2025, Contract #167-2025 | **Enactment Number:** | R-252-2025 |
| **Deed #:** | | **Hearing Date:** | |
| **Drafter:** | Christina King/Greg Lubeck | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 06/12/2025 | | |
| 1 | Urban County Council | 06/12/2025 | Approved | | | | Pass |

### Text of Legislative File 0458-25

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP No. 1-2025) with Tetra Tech, Inc., for Annual Program Management Services for Consent Decree implementation and MS4 Permit Compliance, at a cost not to exceed $814,000, subject to the Budgeting of sufficient funds in Fiscal Year 2026. [Div. of Water Quality, Martin]

**Summary**

Authorization to approve a Consultant Services Contract Agreement with Tetra Tech, Inc. for Municipal Separate Storm Sewer System (MS4) Program Management Services (pursuant to RFP #1-2025) for a period of 365 days beginning July 2025, with annual renewals up to four (4) additional 365-day periods. At a cost not to exceed $814,000 for FY26. Funds are included in the Mayor's FY 26 Proposed Budget. (L0458-25) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law**: Yes J. Todd Henning 4/30/25

**Risk Management**: No

Fully Budgeted [select]: Included in FY 26 MPB

Account Number: 4052-303204-3373-71205

This Fiscal Year Impact: $814,000.00

Annual Impact: $814,000.00

Project: MS4_PM

Activity:

Budget Reference:

Current Balance: $814,000.00 Included in FY 26 MPB

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Gregory S. Lubeck, P.E., Deputy Director
Division of Water Quality

DATE: April 29, 2025

SUBJECT: Request approval of Consultant Services Contract Agreement with Tetra Tech, Inc. for Municipal Separate Storm Sewer System (MS4) Program Management Services

**Request**

The approval of a Consultant Services Contract Agreement with Tetra Tech, Inc. for Municipal Separate Storm Sewer System (MS4) Program Management Services.

**Purpose of Request**

LFUCG requires ongoing assistance in the implementation of portions of the Consent Decree related to the Stormwater Quality Management Program (SWQMP) and the MS4 Permit issued to LFUCG by the Kentucky Division of Water. Tetra Tech, Inc. was one of two respondents to RFP #1-2025 and they were the lowest cost submitter. As with previous annual program management services agreements, the scope of services in the RFP provides for up to four (4) additional 365-day periods upon mutual agreement by all parties. This agreement may be terminated for any reason upon thirty (30) days written notice.
The specific scope of services associated with these deliverables will be formalized via a series of written task orders, thus the budgeted funds are a not-to-exceed amount for each year of the contract.

**Project Cost in FY26 and in Future Budget Years**

The cost for FY26 is $814,000.00. The cost for FY27 – FY30 is projected to be $814,000 per year.
Funds are in the proposed FY26 budget.
4052-303204-3373-71205 MS4_PM CONSENT_DE

**Director/Commissioner**

Martin/Albright

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of _____, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**"OWNER"**), an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A and **Tetra Tech, Inc.** with offices located in Lexington, Kentucky (**"CONSULTANT"**). **OWNER** intends to proceed with the **Municipal Separate Storm Sewer System (MS4) Annual Program Management Services** as described in the attached **EXHIBIT A, RFP #1-2025 (the "PROJECT").** The **CONSULTANT** shall perform professional services and deliverables as described in Exhibit A, which includes customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis. The services are hereinafter referred to as the **PROJECT**.

**OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1. General

**CONSULTANT** shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

#### 1.2. Incorporated Documents

The following documents are incorporated herein by reference as part of this Agreement:

1. **EXHIBIT A –RFP #1-2025 Scope of Engineering Services and Related Matters (including Addendums).**
2. **EXHIBIT B** – Certificate of Insurance
3. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to RFP #1-2025).
4. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters.

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C**.

#### 1.3. Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #1-2025, **EXHIBIT C**, Proposal of Engineering

Services and Related Matters, and **EXHIBIT D**, Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed, **CONSULTANT** shall:

**1.3.1** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.

**1.3.2** The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached **EXHIBIT A** "MS4 Annual Program Management Services; RFP #1-2025" (including Appendices and Addendums), and attached **EXHIBIT C** the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT's** response to RFP #1-2025), and amendments to the **CONSULTANT'S** proposal included in attached **EXHIBIT D** "Further Description of Basic Engineering Services and Related Matters," unless otherwise agreed to in writing by the parties.

**1.3.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

**1.3.4** The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in **EXHIBIT A**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

**1.3.5** After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in **EXHIBIT A**. One electronic copy of all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in **EXHIBIT A**.

**1.3.6** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

## SECTION 2 - EXTRA WORK BY CONSULTANT

**2.1.** The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.

**2.2.** All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

## SECTION 3 - OWNER'S RESPONSIBILITIES

**OWNER** shall:

**3.1.** Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

**3.2.** Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

**3.3.** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

**3.4** Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

**3.5** Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

**3.6** Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two(2) of this Agreement or other services as required.

## SECTION 4 - PERIOD OF SERVICES

**4.1.** Time is of the essence in the performance of this Agreement. See attached **EXHIBIT D** "Further Description of Basic Engineering Services and Related Matters" for the project schedule.

**4.2.** The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

**4.3.** If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

**4.3.1.** If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

**4.3.2.** If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

**4.3.3.** If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

**4.3.4.** If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

**4.4.** If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

## SECTION 5 - PAYMENTS TO CONSULTANT

### 5.1. Methods of Payment for Services of CONSULTANT.

**5.1.1. For Basic Services**

**OWNER** shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

**5.1.1a** Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

**5.1.1b** Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

**5.1.1c** Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

**5.1.2 For Extra Work**

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 **(Disputes)**.

### 5.2. Times of Payment

**5.2.1** **CONSULTANT** shall submit to **OWNER** monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

### 5.3. Other Provisions Concerning Payments

**5.3.1** In the event the Agreement is terminated by the **OWNER** without fault on the part of the

**CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the OWNER is the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

**5.3.2** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

## SECTION 6 - GENERAL CONSIDERATIONS

### 6.1. Termination

**6.1.1** **CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

**6.1.2** The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

### 6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

### 6.3. Legal Responsibilities and Legal Relations

**6.3.1** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

**6.3.2** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

**6.3.3** The parties hereto agree that causes of actions between the parties shall be governed by

applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

### 6.4. Successors and Assigns

**6.4.1** **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER. OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.2** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval from **OWNER** prior to subletting or assigning any services contained in this Agreement, and **OWNER'S** consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.3** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

### 6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

### 6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

### 6.7. Security Clause

The **CONSULTANT** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

### 6.8. Access to Records

The **CONSULTANT** and its sub-consultants shall maintain all books, documents, papers, and accounting records; and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

### 6.9. Risk Management Provisions, Insurance and Indemnification

#### 6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms **"CONSULTANT"** and **"OWNER"** shall be defined as follows:

**a.** **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

**b.** **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

#### 6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

**a.** It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

**b.** **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "**OWNER**") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to

personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

**c.** Notwithstanding the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

**d.** In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.

**e.** These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

### 6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in damages suffered by the **OWNER** as a result of delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorneys' fees.

### 6.9.4. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

### 6.9.5. INSURANCE REQUIREMENTS

#### 6.9.5.1. Required Insurance Coverage

**CONSULTANT** shall procure and maintain for the duration of this Agreement the following or

equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **CONSULTANT**. The cost of such insurance shall be included in any proposal:

| **Coverage** | **Limits** |
|---|---|
| General Liability<br>(Insurance Services Office Form CG 00 01) | $1 million per occurrence,<br>$2 million aggregate or<br>$2 million combined single limit |
| Commercial Automobile Liability<br>(Insurance Services Office Form CA 0001) | combined single,<br>$1 million per occurrence |
| Professional Liability | $1 million per occurrence,<br>$ 2 million aggregate |
| Worker's Compensation | Statutory |
| Employer's Liability | $500,000.00 |

The policies above shall contain the following conditions:

**a.** **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

**b.** The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER.**

**c.** The General Liability Policy shall include Business Interruption coverage.

**d.** The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

**e.** The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

**f.** The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

**g.** **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

**h.** The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

**i.** Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

**6.9.5.2. Renewals**

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

**6.9.5.3. Right to Review, Audit and Inspect**

**CONSULTANT** understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

**6.9.6. SAFETY AND LOSS CONTROL**

**CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and **OWNER**.

**6.9.7. DEFINITION OF DEFAULT**

**CONSULTANT** understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

## SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

**7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such

action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

**7.2.** The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

## SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

**8.1.** This Agreement is subject to the following provisions.

**8.1.1.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

**8.2.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

**8.3.** **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

**8.4** **UNENFORCEABLE TERMS/SURVIVABILITY**. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

**8.4.** **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

**8.5.** **Force Majeure CONSULTANT** shall not be liable for any damages caused by any delay that is beyond **CONSULTANT's** reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause

beyond the reasonable control or contemplation of either party.

**8.6.** **Personal Data** Each party shall comply with all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Each party agrees that it shall keep such personal data in a secure technological environment.

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

*OWNER:*

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

BY: _____
LINDA GORTON, MAYOR

*CONSULTANT:*

**TETRA TECH, INC.**

BY: Richard W. Walker

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK

COMMONWEALTH OF KENTUCKY )
)
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Richard W. Walker, P.E., as the duly authorized representative for and on behalf of Tetra Tech, Inc., on this the 25th day of April, 2025.

My commission expires: 04-24-2028.

Mary L. Corbitt
NOTARY PUBLIC

MARY L. CORBITT NOTARY PUBLIC STATE AT LARGE, KY. ID KYNP6461 MY COMM. EXPIRES 04-24-2028

# EXHIBIT A

## Scope Of Engineering

## Services And Related Matters

## RFP #1-2025

# Lexington-Fayette
# Urban County Government

## Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #1-2025 Municipal Separate Storm Sewer System (MS4) Annual Program Management Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **March 21, 2025.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals. **An optional pre-proposal meeting will be held on March 10th at 10:00 am at Division of Water Quality, 125 Lisle Industrial Road, Lexington, KY 40511.**

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

## Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

### Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

### Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

**LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

**Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

The Lexington-Fayette Urban County Government ("LFUCG") may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 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 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 classifies the subject matter of this bid as an expenditure under the Amercian Rescue Plan Act. 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. Either party may terminate this Agreement for good cause shown with forty-five (45) 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 45 days, then the Agreement shall terminate on the forty-fifth day.

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 American Rescue Plan Act 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 American Rescue Plan Act 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.

_____ _____

Signature Date

**SELECTION CRITERIA:**

A. Hourly Rate 10 Points
B. Specialized experience and technical competence of the person or firm 25 Points
C. Capacity of the person or firm organization to perform the work. 15 Points
D. Character, integrity, reputation, judgment, experience and efficiency of the person or firm 15 Points
E. Past record and performance on contracts or services with the Urban County Government or other governmental agencies and private industry with respect to such factors as quality of work and ability to report in a timely manner; 15 Points
F. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 20 Points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net**

# Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

## AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____ , the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____

NOTARY PUBLIC, STATE AT LARGE

**EQUAL OPPORTUNITY AGREEMENT**

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

**********

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

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

Bidders

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

_____ _____

*Signature* *Name of Business*

**WORKFORCE ANALYSIS FORM**

**Name of Organization:** _____

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

**Prepared by:** _____ **Date:** ____/____/____

***(Name and Title)***

***Revised 2015-Dec-15***

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:
Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal:

Complete Address:
Street City Zip

Contact Name: Title:

Telephone Number: Fax Number:

Email address:

**MINORITY BUSINESS ENTERPRISE PROGRAM**

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***Certified Disadvantaged Business Enterprise (DBE)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

***Certified Minority Business Enterprise (MBE)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

***Certified Women Business Enterprise (WBE)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

***Certified Veteran-Owned Small Business (VOSB)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

***Certified Service -Disabled Veteran Owned Small Business (SDVOSB)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the

Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

**LFUCG MWDBE PARTICIPATION FORM**
**Bid/RFP/Quote Reference #_____**

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

| MWBE Company, Name, Address, Phone, Email | DBE/MBE WBE/VOSB/SDVOSB | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

The undersigned company representative submits the above list of MWDBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
**Company** **Company Representative**

_____ _____
**Date** **Title**

**LFUCG MWDBE SUBSTITUTION FORM**
**Bid/RFP/Quote Reference #_____**

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

| SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email | DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

**Company** **Company Representative**

_____ _____

**Date** **Title**

LEXINGTON

## DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

**Proposer Name:** _____ **Date:** _____

**Project Name:** _____ **Project Number:** _____

**Contact Name:** _____ **Telephone:** _____

**Email:** _____

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

Click or tap here to enter text.

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

# ATTACHMENT A – SMALL and DISADVANTAGED, MINORITY-, WOMEN-, and VETERAN-OWNED BUSINESS OUTREACH PLAN

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.

☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.

☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.

☐ Bidder sponsored an Economic Inclusion Outreach event.

☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.

☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.

☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.

☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.

☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

Click or tap here to enter text.

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

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

| | |
|---|---|
| **Company** | **Company Representative** |
| **Date** | **Title** |

4870-1925-6809, v. 1

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

(a) Failure to perform the contract according to its terms, conditions and specifications;
(b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the

Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service

marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

**Municipal Separate Storm Sewer System (MS4)**
**Annual Program Management Services**

Scope of Engineering Services

The Lexington-Fayette Urban County Government (LFUCG) is accepting proposals from interested consulting engineering firms to assist LFUCG in the implementation related to the Stormwater Quality Management Program (SWQMP) and the Municipal Separate Storm Sewer System (MS4) Permit KYS000002 issued to LFUCG. Information about the MS4 Permit is available on Lexington's website (http://www.lexingtonky.gov).

**General Project Description**
The successful firm or team (*i.e.,* Consultant) shall perform professional services as hereinafter stated which include technical writing; reporting; program development/management; assisting, if requested, with public strategy, training, presentations, and partnering workshops; and water quality monitoring and analysis services as related to implementing LFUCG's MS4 Permit. The primary goal of the MS4 Program Manager is to provide LFUCG with the technical support necessary to successfully meet the obligations of the stormwater provisions contained in the MS4 Permit.

**Contract Term**
The Consultant will be awarded a 365-day contract to begin in July 2025 for work associated with the implementation of the stormwater provisions contained in the MS4 Permit and other compliance-related activities. Annual renewal, up to four (4) additional 365-day periods, may occur upon mutual agreement by all parties.

**Scope of Services**
The primary program management services to be provided are:

1. Civil engineering, program management, and scheduling necessary to meet the obligations and deadlines associated with the SWQMP and Kentucky Pollutant Discharge Elimination System (KDPES) MS4 Permit.
2. Assistance with updating the SWQMP document (dated June 1, 2016) once the next permit cycle begins to better reflect the goals and objectives of LFUCG's MS4 program.
3. Critical review and modification, if necessary, of LFUCG ordinances, guidance documents, policies, and procedures related to LFUCG's MS4 program.
4. Oversight and implementation of the water quality monitoring and assessment program required by the MS4 Permit. Services may include sampling site selection, field services, laboratory analyses, data evaluations, etc. for the Water Quality Monitoring Program Elements. Services may include coordinating data analysis with third-party entities. Monitoring requirements include dry weather, wet weather, BMPs, outfalls, streams, macroinvertebrates, fish, habitat, and geomorphology.
5. Preparation / completion of required stormwater compliance input / submittals for annual or any other reports requested as required MS4 Permit provided in a Word or Excel format to allow modification by LFUCG.
6. Preparation of updated integrated spill plans (ISP) for LFUCG's two (2) wastewater treatment plants and six (6) large pump stations, as required.
7. Preparation for and attendance at inspections of the MS4 program by KDOW and/or EPA.
8. Assistance with the KPDES permit reapplication and negotiation, as well as general coordination which may be necessary with KDOW.
9. Hands-on technical assistance for implementing obligations of LFUCG's KPDES MS4 Permit and the associated SWQMP.
10. Establishment and maintenance of a shared project documentation database, if requested.
11. Coordination with other staff and firms engaged in other elements or programs of the MS4 Permit.

12. Attendance at pre-bid and pre-construction meetings for Remedial Measures Program (RMP) projects, Sanitary Sewer Non-RMP projects, and Stormwater Capital Construction projects. At each meeting, the Consultant will provide an overview of LFUCG's expectations and procedures for Permitting, Inspecting, and Enforcement of construction sites as it pertains to Erosion and Sediment Control (ESC), including ESC Plans, Stormwater Pollution Prevention Plans, Land Disturbance Permits, and the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Discharges Associated with Construction Activities (KYR10 Permit).
13. Other, as needed, civil, sanitary, electrical, mechanical, water quality, and geotechnical engineering services necessary for compliance-driven activities.

Due to the uncertainty associated with implementing a comprehensive program, all work associated with this RFP will be assigned via written Task Order. The Consultant will be required to submit task-specific draft Task Orders and an estimated fee for each Task Order to LFUCG's MS4 Coordinator, who will direct the Consultant in completing any edits necessary to obtain final approval. Written approval from the Division of Water Quality must be received prior to initiating work associated with a Task Order. Written Task Order approval will include the assignment of a specific LFUCG Project Manager who will act as the primary LFUCG contact for completing the Task Order. Under no circumstances should changes in Task Order scope or estimated fee occur without prior, written approval from the Division of Water Quality.

In the past, typical task orders have covered: 1. General Program Management and Meetings, 2. MS4 Permit Technical Support, 3. MS4 Permit Monitoring,

**The Consultant may incur financial penalty in the event that deliverable deadlines contained in a written Task Order are missed as outlined in the attached Engineering Services Agreement. The Engineering Services Agreement will be used to contract with the successful consultant.**

NOTE: Proposers should review Lexington's current MS4 Permit dated May 1, 2015, and SWQMP dated June 1, 2016, to fully understand the significance of the MS4 Permit. The MS4 Permit and SWQMP may be found at https://www.lexingtonky.gov/government/departments-programs/environmental-quality-public-works/water-quality/municipal-separate-storm-sewer-system-ms4. Proposers should review the monitoring and reporting proposed program updates dated December 13, 2024, which are available upon request.

**Attendance at Frequent Progress / Implementation Meetings**
The Consultant shall be available to attend a wide variety of program implementation and program coordination meetings at designated times and designated sites determined by LFUCG – which may include a monthly progress meeting to be facilitated by the Consultant, including the development of an agenda and minutes.

**Method of Invoice and Payment**
The Consultant may submit monthly invoices for basic services or work rendered, based upon the Consultant's estimate of the portion of the specific Task Order actually completed during the billing cycle. Each invoice shall be accompanied by a breakdown of hours attributed to each Task Order, as well as a progress report summarizing the work completed on each Task Order. The LFUCG Project Manager assigned to the Task Order shall respond to the invoice within thirty days, either denying or approving payment. Specific project timesheets and other payroll information may be subject to reviews and audits by LFUCG.

**Selection Criteria**
Firms or teams shall submit one (1) electronic version of their proposal through Ion Wave. The proposal shall include a Letter of Transmittal, along with tabbed dividers for each of the seven selection criteria listed below.

An eighth tabbed divider may be used for the forms and signed affidavit required by this RFP. The selection criteria and points allocated to each criterion are as follows:

1. Estimated Cost of Services (20 pts): Submitted schedule of hourly rates for all job titles and all employees of the Consultant who are expected to bill hours to any task described in the scope of services. Submitted hourly rates shall be firm prices for the first 2 years of the Procurement Contract. After 2 years, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per 2-year interval. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts. Price increases must be approved by the Lexington-Fayette County Government before they can be applied to the contract.
2. Submitted schedule of laboratory fees for the analytes listed in the current MS4 Permit. (The final contract price will be negotiated and determined after refinement of the scope in the initial scoping meetings.)
3. Specialized Experience and Technical Competence (15 pts): Proven experience and competence of the persons or firm(s) (including a joint venture or association) with the type of service requested. The proposal should clearly identify the person(s) to serve as Project / Program Manager, as well as the Principal Project Engineer(s).
4. Demonstrated Capacity of the Person or Firm To Perform the Work (15 pts): Demonstrated capacity of the person or firm(s) to perform the work, including any specialized services, within the time limitations.
5. Past Record and Performance (15 pts): Past record and performance on contracts with the Lexington-Fayette Urban County Government or with other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules.
6. Familiarity with the Details of the Project (20 pts): Familiarity with the details of the project, including KPDES Phase I MS4 Permit and SWQMP.
7. Degree of Local Employment (15pts): Degree of local employment to be provided by the person, firm, or team in the performance of the contract. Local employment shall be defined as being located in the counties served by the Bluegrass Area Development District (see BGADD.org for a complete list).

**Miscellaneous**

1. All plans, specifications, and accompanying documents developed as part of this scope or associated, future Task Orders are subject to review by the applicable departments and divisions of Lexington-Fayette Urban County Government. The Consultant shall be responsible for incorporating the comments and requirements of the departments and divisions into all documents.

2. Any data collection or data transfers associated with this project shall be compatible with existing Geographic Information System parameters used by the Urban County Government. Access Database formats will be provided.

3. The original file formats of any documents developed by the Consultant associated with this contract shall be made available to LFUCG upon request and shall become the property of LFUCG.

4. Regarding hourly rates: The Consultant shall invoice by hourly rates only; no multipliers allowed.

5. Regarding expenses: The Consultant shall not invoice for incidental expenses, such as mileage for travel to meetings within the geographic area of the Bluegrass Area Development District, meals, office supplies, printing, postage, etc.; however, with prior authorization provided by the LFUCG Project Manager, mailing expenses for official documents to the state and federal government on behalf of LFUCG, as well as mileage for special LFUCG programs / initiatives will be allowed.

6. Brian Marcum, Division of Procurement, is the designated contact person for all questions regarding this Scope of Engineering Services. Contact with any city staff member involved in the selection process other than Mr. Marcum, prior to the issuance of notice of award, is prohibited. Any attempt to discuss this RFQ with city employees other than Mr. Marcum may result in disqualification of the firm's proposal for consideration.

**STOP WORK NOTICE:**

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written

notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing and shall be present when the issue is discussed before the Urban County Council. Failure by the LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Services.

LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement can not be reached in a timely manner. All engineering project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG on a timely basis regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.

**Disadvantaged Business Enterprise (DBE) Notice**

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

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

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3320

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalifications submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives.

# ATTACHMENT 1

# ENGINEERING SERVICES AGREEMENT

**ENGINEERING SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of _____, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____(name & address) _____(**CONSULTANT**). **OWNER** intends to proceed with the _____as described in the attached Exhibit A, "**RFP #XX-2023 NAME OF RFP.**" The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the **PROJECT**.

**OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

## SECTION 1 - BASIC SERVICES OF CONSULTANT

### 1.1. General

**CONSULTANT** shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

### 1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

**1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER.**

**1.2.2.** The **CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "NAME OF RFP; RFP #XX-2023" (including Appendices____ and Addendums_____), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT's response to RFP #_____), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."**

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C**.

**1.2.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

**1.2.4.** The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall submit five (5) copies (hardcover) of all initial draft

final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

**1.2.5.** After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.

**1.2.6** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

## SECTION 2 - EXTRA WORK BY CONSULTANT

**2.1.** The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

**2.2.** All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

## SECTION 3 - OWNER'S RESPONSIBILITIES

**OWNER shall:**

**3.1.** Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

**3.2.** Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

**3.3.** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

**3.4.** Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

**3.5.** Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

**3.6.** Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

## SECTION 4 - PERIOD OF SERVICES

**4.1.** Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the project schedule.

**4.2.** The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

**4.3.** If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

**4.3.1.** If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

**4.3.2.** If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

**4.3.3.** If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

**4.3.4.** **If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.**

**4.4.** If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

## SECTION 5 - PAYMENTS TO CONSULTANT

**5.1. Methods of Payment for Services of CONSULTANT.**

**5.1.1. For Basic Services**

**OWNER** shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

**5.1.1.a** Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

**5.1.1.b** Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

**5.1.1.c** Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

## 5.2. Times of Payment

**5.2.1.** **CONSULTANT** shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

## 5.3. Other Provisions Concerning Payments

**5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

**5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

# SECTION 6 - GENERAL CONSIDERATIONS

## 6.1. Termination

**6.1.1. CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

**6.1.2.** The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

## 6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

### 6.3. Legal Responsibilities and Legal Relations

**6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

**6.3.2.** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

### 6.4. Successors and Assigns

**6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

**6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

### 6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith.

Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

### 6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

### 6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law

### 6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

### 6.9. Risk Management Provisions, Insurance and Indemnification

#### 6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms **"CONSULTANT"** and **"OWNER"** shall be defined as follows:

**a.** **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

**b.** **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

#### 6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.

e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

### 6.9.3. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate

the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

## 6.9.4. INSURANCE REQUIREMENTS

### 6.9.4.1. Required Insurance Coverage

**CONSULTANT** shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **CONSULTANT**. The cost of such insurance shall be included in any proposal:

| **Coverage** | **Limits** |
|---|---|
| General Liability (Insurance Services Office Form CG 00 01) | $1 million per occurrence, $2 million aggregate or $2 million combined single limit |
| Commercial Automobile Liability (Insurance Services Office Form CA 0001) | combined single, $1 million per occurrence |
| Professional Liability | $1 million per occurrence, $2 million aggregate |
| Worker's Compensation | Statutory |
| Employer's Liability | $500,000.00 |

The policies above shall contain the following conditions:

**a.** **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

**b.** The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.

**c.** The General Liability Policy shall include Business Interruption coverage.

**d.** The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

**e.** The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

**f.** The General Liability Policy shall have a Professional Liability endorsement (including Errors and

Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

**g.** **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

**h.** The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

**i.** Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

**6.9.4.2. Renewals**

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

**6.9.4.3. Right to Review, Audit and Inspect**

**CONSULTANT** understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

**6.9.5. SAFETY AND LOSS CONTROL**

**CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and **OWNER**.

**6.9.6. DEFINITION OF DEFAULT**

**CONSULTANT** understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

## SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

**7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

**7.2.1.** The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

## SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

**8.1.** This Agreement is subject to the following provisions.

**8.1.1.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

**8.2.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

**8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

**8.4 UNENFORCEABLE TERMS/SURVIVABILITY**. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

**8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

**OWNER**: **CONSULTANT:**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** _____

BY: _____ BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY )
)
COUNTY OF FAYETTE )

**The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2023.**

**My commission expires: _____.**

_____
NOTARY PUBLIC

**EXHIBIT A**

**REQUEST FOR PROPOSALS/**

**SCOPE OF ENGINEERING SERVICES**

**AND RELATED MATTERS**

**RFP# 1-2025**

**EXHIBIT B**

**CERTIFICATE OF INSURANCE**

# EXHIBIT C

## PROPOSAL OF ENGINEERING SERVICES

## AND RELATED MATTERS

# EXHIBIT D

## FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

# ATTACHMENT 2
# BLANK TASK ORDER

**LFUCG TASK ORDER NO.**
**UNDER LFUCG AGREEMENT WITH _____ FOR**

**RFP 1-2025 FOR Professional Services- Municipal Separate Storm Sewer System (MS4) Annual Program Management Services**

| | CONSULTANT | OWNER |
|---|---|---|
| **Name** | | Lexington Fayette Urban County Government |
| **Street Address** | | 200 East Main Street |
| **City, State, Zip** | | Lexington, KY 40507 |
| **Contact Person** | | Bailee Young |
| **Telephone** | | 859-425-2482 |
| **Fax** | | 859-254-7787 |
| **E-Mail** | | byoung@lexingtonky.gov |

**Task Order Date:** _____ **Task Name:** _____

**Task ID:** _____

**SCOPE OF WORK/DELIVERABLES**

**SCHEDULE OF WORK**

**FEE**

**ACCEPTED BY:**

_____
Consultant's Authorized Signature

_____
Date Signed

**AUTHORIZED BY:**

_____
Owner's Authorized Signature

_____
Date Signed

# EXHIBIT B

## Certificate of Insurance

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/16/2025

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Aon Risk Insurance Services West, Inc.<br>Los Angeles CA Office<br>707 Wilshire Boulevard<br>Suite 2600<br>Los Angeles CA 90017-0460 USA | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Tetra Tech, Inc.<br>424 Lewis Hargett Circle<br>Suite 110<br>Lexington KY 40503 USA | INSURER A: Safety National Casualty Corp | 15105 |
| | INSURER B: American International Group UK Ltd | AA1120187 |
| | INSURER C: Allied World Surplus Lines Insurance Co | 24319 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 570112175708 **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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | GL6676804 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE | $2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | X X, C, U Coverage | | | | | | MED EXP (Any one person) | $10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | GENERAL AGGREGATE | $4,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $4,000,000 |
| A | AUTOMOBILE LIABILITY | | | CA 6676805 | 10/01/2024 | 10/01/2025 | COMBINED SINGLE LIMIT (Ea accident) | $5,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY ( Per person) | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| B | X UMBRELLA LIAB X OCCUR | | | 62785232 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE | $5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $5,000,000 |
| | DED X RETENTION $100,000 | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | LDC4068970 (AOS) | 10/01/2024 | 10/01/2025 | X PER STATUTE OTH-ER | |
| A | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | N/A | | PS4068969 (WI) | 10/01/2024 | 10/01/2025 | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | $1,000,000 |
| C | Environmental Contractors and Prof | | | 03120276<br>Prof/Poll-Claims Made Cov<br>SIR applies per policy terms & conditions | 10/01/2024 | 10/01/2025 | Each Claim<br>Aggregate | $1,000,000<br>$1,000,000 |

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

Stop Gap Coverage for the following States: OH, ND, WA, WY. RE: RFP #1-2025 Municipal Separate Storm Sewer System (MS4) Annual Program Management Services. Lexington-Fayette Urban County Government is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by required contract. General Liability policy evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy provisions as required by required contract. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how Notice of Cancellation may be delivered to Certificate Holders in accordance with the policy provisions.

**CERTIFICATE HOLDER**

Lexington-Fayette Urban
County Government
200 E. Main St.
Lexington KY 40507 USA

**CANCELLATION**

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

Aon Risk Insurance Services West, Inc.

Holder Identifier : 179

Certificate No : 570112175708

©1988-2015 ACORD CORPORATION. All rights reserved.

# SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
AL, AK, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NM, NY, OK, PA, RI, SC, SD, UT, VT, VA, WV
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2024 Policy No. LDC4068970 Endorsement No.

Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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

# SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**CHANGE**

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2024 Policy No. GL 6676804 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

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

# SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

**CHANGE**

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2024 Policy No. CA 6676805 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

# EXHIBIT C

## Proposal of Engineering Services

## and Related Matters

LEXINGTON

# MS4

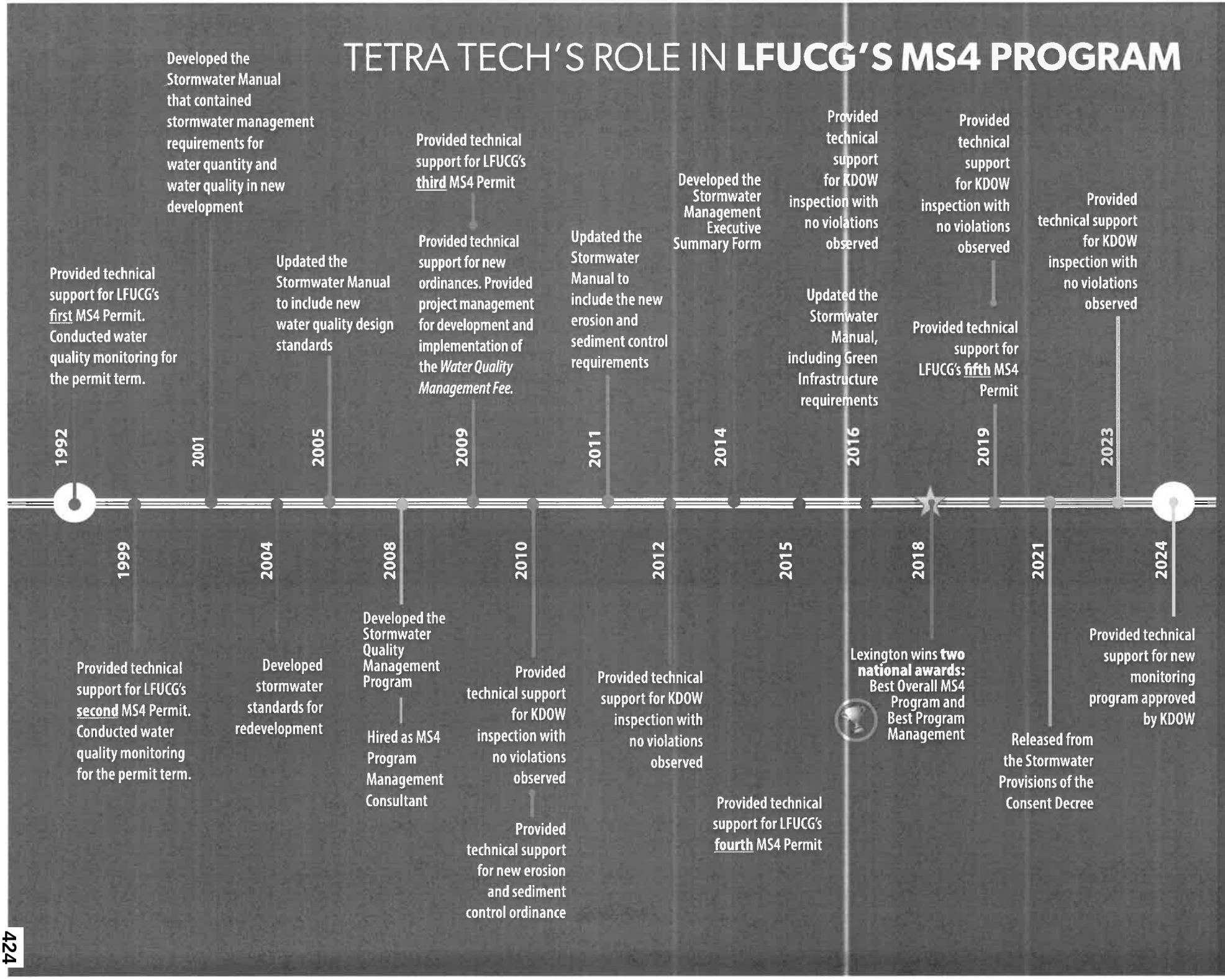
MUNICIPAL SEPARATE STORM SEWER SYSTEM

## Annual Program Management Services



TETRA TECH THIRDROCK

# TETRA TECH'S ROLE IN **LFUCG'S MS4 PROGRAM**





# Cover Letter

TETRA TECH

TETRA TECH

March 21, 2025

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

**Subject: Proposal for RFP No. 01-2025**
**Municipal Separate Storm Sewer System (MS4) Annual Program Management Services**

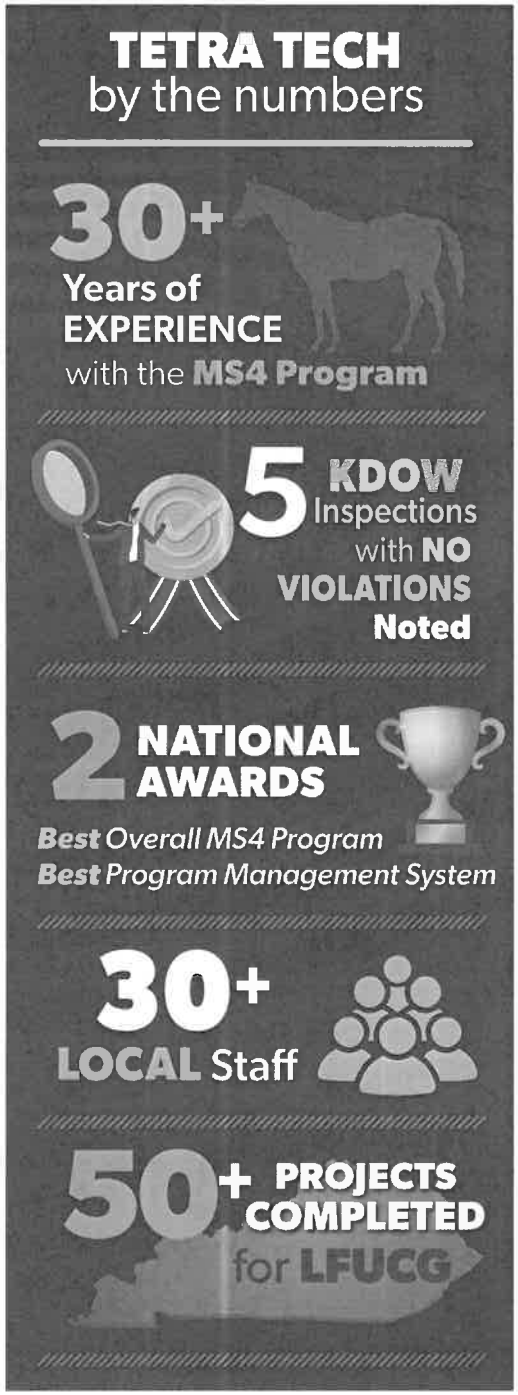
Dear Members of the Selection Committee:

It has been said that if one wishes to understand today, one must search yesterday. The Lexington-Fayette Urban County Government (LFUCG) received its first Kentucky Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (MS4) Permit in 1994. The permit was two pages long and contained requirements for legal authority, monitoring, and stormwater management. Tetra Tech and Third Rock Consultants (Third Rock) provided technical support for the first MS4 Permit application and conducted water quality monitoring for the permit term. **We were there when it all started.**

**Foundation.** Over time, the program grew and evolved. LFUCG received its second MS4 Permit in 1999. In 2001, Tetra Tech developed LFUCG's first Stormwater Manual for the design and construction of stormwater infrastructure and water quality controls for new development. In 2008, the EPA Consent Decree posed a monumental undertaking requiring comprehensive training programs, inspection procedures, enforcement response plans, and development of the first Stormwater Quality Management Program (SWQMP). Tetra Tech/Third Rock were formally hired as the MS4 Program Management Consultant in 2008 and we have continued in this role to the present.

To build a solid foundation for a program meant to stand the test of time, Tetra Tech assisted staff with the launch of the Water Quality Management Fee, a permanent mechanism that would ensure funding and stability for the program. This initiative took place while also continuing to comply with the requirements of the Consent Decree and the third MS4 Permit involving creation of ordinances, updates to the Stormwater Manual, and development of the Stormwater Management Executive Summary Form.

The hard work paid off. During the term of the fourth MS4 Permit (totaling 61 pages), LFUCG won two national awards from the Water Environment Federation (WEF) in 2018—the best overall MS4 Program and the best program management system. In 2021, LFUCG was released from the stormwater provisions of the Consent Decree. **We understood the assignment.**



**Proven Local, Highly Experienced Team.** With the MS4 Program solidly cemented as "The Gold Standard," we established standard operating procedures, streamlined workflows, and implemented continuous improvement processes designed to make the program self-sustaining. This has been tested time and again when the program stayed in compliance during staff turnover within DWQ.

LFUCG's fourth MS4 Permit expired on May 31, 2020. In the time since, we have assisted LFUCG staff with navigating the challenges of an administratively continued permit. The Kentucky Division of Water (KDOW) audited LFUCG's MS4 program in 2023 and found no deficiencies. In this period between permits, we have started on much of the work that will be required when LFUCG's fifth MS4 Permit is issued. With the termination of the stormwater provisions of the Consent Decree and conclusion of the Watershed-Focused Monitoring Program, LFUCG's next MS4 Permit will look different. **We are ready for what's next.**

**Trust.** While the permit may change, one thing will not—our promise of cost-effective program management, working as an extension of program staff, and the guiding principle of "Compliance First." All the work on the project will be conducted by the same team you know and trust in the local offices of Tetra Tech, Third Rock Consultants, and Salt River Engineering. We will continue to optimize our processes and produce cost savings.

Tetra Tech's reputation in Lexington is one of providing a high level of service to LFUCG. We do this through our ability to work as an extension of your staff. Our history with the program has allowed us to build a relationship of mutual trust and respect. In addition, during our 30-year working relationship, we have gained a deep understanding of the dynamics and stakeholders of the Lexington community. We know their interests and are able to facilitate buy-in when needed.

We have a proven track record of compliance. Our results speak for themselves: 30+ years of involvement with the program, 5 KDOW inspections indicating continued compliance, and release from the stormwater provisions of the Consent Decree. Having an in depth understanding of the current program allows us to be flexible and proactively prepare for the unknowns in the ever changing landscape of stormwater and water quality.

**The Tetra Tech Advantage.** Tetra Tech is consistently recognized as an industry leader in Water by *Engineering News-Record*. We bring a deep bench of resources, with a strong team of professionals from across the country. Our local team will continue to apply the lessons learned through multiple levels of stormwater programs (federal, state, and local). Local Tetra Tech staff have direct access to the specific individuals who work on these projects and will continue integrating this specialized expertise directly into LFUCG's stormwater program when needed.

The Tetra Tech team will provide LFUCG with a highly-qualified group of engineers, policy analysts, biologists, geologists, and environmental scientists with specialized experience in program management, policy analysis, workshop development and training, water quality monitoring, and data management to continue implementing and improving "The Gold Standard" for the next contract term and beyond.

**Let's get back to work.**

TETRA TECH

**Contact information for Tetra Tech's proposed Program Manager, Richard Walker, is:**
***424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503 | richard.walker@tetratech.com | (859) 619-8013.***

***Our team is ready to meet with you to elaborate on our qualifications and approach. Richard Walker is the proposed program manager and the person authorized to obligate Tetra Tech, to negotiate on their behalf, and to be contacted for any clarification on this proposal.***

Sincerely,
**TETRA TECH**



Richard W. Walker

**Richard W. Walker, PE**
*Program Manager, Vice President*



Abby M. Terry

**Abby M. Terry, PE**
*Project Manager*



# Table of Contents

TETRA TECH

# TABLE OF CONTENTS

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**
**Lexington, Kentucky**


SECTION 1. **ESTIMATED COST OF SERVICES** 1

***Tetra Tech has served as LFUCG's MS4 Program Manager for 17 years. Our annual fees have declined as we continue to optimize our processes and produce cost savings.***

SECTION 2. **SCHEDULE OF LABORATORY FEES** 4

***The Tetra Tech team has a history of working with LFUCG and has an understanding of the schedule of laboratory fees for the analytes listed in the current MS4 Permit.***

SECTION 3. **SPECIALIZED EXPERIENCE & TECHNICAL COMPLIANCE** 5

***The Tetra Tech team has an in-depth working knowledge of LFUCG's programs and processes, which means there will be no learning curve. Our team worked with LFUCG management and KDOW on the Consent Decree and MS4 Permits, and we have experience providing innovative water quality data analysis and communication to the public.***

SECTION 4. **DEMONSTRATED CAPACITY OF THE FIRM TO PERFORM THE WORK** 13

***Our team provides local staff with proven experience in providing MS4 program management services. Our resource pool includes over 200 specialized stormwater experts and professionals with access to more than 30,000 professionals worldwide.***

SECTION 5. **PAST RECORD AND PERFORMANCE** 16

***Tetra Tech has proven performance as LFUCG's MS4 Program Manager, has conducted stormwater monitoring in Fayette County since 1992, and has national experience in providing stormwater technical services to the EPA and multiple states, cities, and municipalities. Furthermore, our local Tetra Tech staff have over 30 years of experience with LFUCG's MS4 program.***

SECTION 6. **FAMILIARITY WITH THE DETAILS OF THE PROJECT** 44

***Tetra Tech developed LFUCG's Stormwater Quality Management Program that is part of the MS4 Permit; developed scheduling, reporting, and document management systems used by LFUCG; and has a thorough understanding of the pending MS4 Permit and the water quality issues in Fayette County.***

SECTION 7. **DEGREE OF LOCAL EMPLOYMENT** 62

***All work is anticipated to be performed by people in the local offices of Tetra Tech, Third Rock, and Salt River Engineering.***

APPENDIX. **RESUMES FOR KEY STAFF, FORMS, & AFFIRMATIVE ACTION PLAN** 63






SECTION 1

# Estimated Cost of Services

TETRA TECH

# SECTION 1. ESTIMATED COST OF SERVICES

## SCHEDULE OF HOURLY RATES

The following tables present a schedule of hourly rates for Tetra Tech, Third Rock Consultants, and Salt River Engineering employees. Hourly rates will be negotiated every two years.

**TABLE 1-1: TETRA TECH SCHEDULE OF HOURLY RATES**

| CLASSIFICATION | NAME | HOURLY BILLING RATE |
|---|---|---|
| Program Manager | Richard Walker | $295 |
| Senior Engineer 3 | Herb Lemaster, Dan Christian | $285 |
| Project Engineer 1 | Chris Hale | $180 |
| Sr. Eng. Designer 1 | Dean Vittitoe | $175 |
| Project Manager 1 | Abby Terry | $170 |
| Project Engineer 1 | Lucy Pacholik, Ryan Rathfon | $170 |
| Engineer 3 | | $150 |
| Sr. Technician 1 | Shann Easterling | $135 |
| Engineer 2 | Kate Moore, Kenny Gevedon | $130 |
| Engineer 1 | | $120 |
| Project Administrator | Mary Corbitt | $110 |
| Technician 2 | | $100 |
| Technician 1 | | $85 |

**TABLE 1-2: THIRD ROCK CONSULTANTS SCHEDULE OF HOURLY RATES**

| CLASSIFICATION | NAME | HOURLY BILLING RATE |
|---|---|---|
| Principal | Molly Foree Cummins | $275 |
| Senior Project Manager | Derek Adams | $215 |
| Senior Engineer | Casey Mattingly | $200 |
| Project Engineer | William "Mac" Hall, Jared Looney | $165 |
| Senior Ecologist | Bert Remley, Rain Storm | $135 |
| GIS Analyst | Lisa Stratton | $110 |
| Project Ecologist | James Storm, Chelsey Olson | $110 |
| Contract Administrator | Virginia Adams | $100 |
| Staff Ecologist | Ryan McGregor, Alainey Robinson | $90 |
| Technical Writer | Caroline Campbell | $80 |
| Senior Technician | Tammie Fister | $70 |
| Project Technician | | $50 |

**TABLE 1-3: SALT RIVER SCHEDULE OF HOURLY RATES**

| CLASSIFICATION | NAME | HOURLY BILLING RATE |
|---|---|---|
| Senior Engineer | Connie Allen | $200 |

## ESTMATED FEES AND COST CONTROL

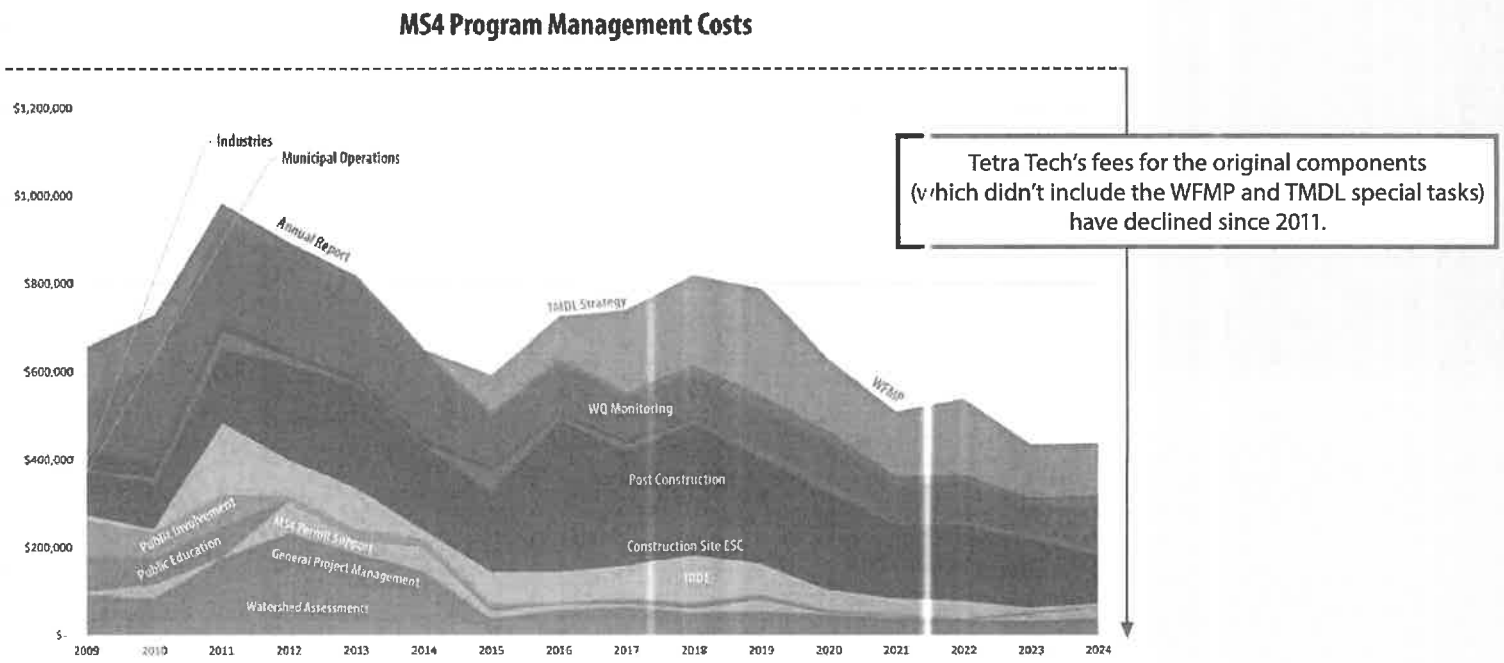
With over a decade serving LFUCG, Tetra Tech is keenly aware of the need to be cost conscious. We understand the importance of completing a task on time and within the budget that LFUCG agrees to at the beginning of that task. To that end, we will continue to use the task order method of conducting work we have been using in our past contracts. We will develop a written scope of work for each task order, with a schedule and estimated hours/fee for various staff to complete the work. We will not begin work until LFUCG has given us written approval of the task order.

As expected, our fees were highest during the early stages of the Consent Decree (2009-2011) because nearly everything was developed from the ground up. During that time, we developed standardized processes that have created efficiencies in the execution of the work.

In 2024, when adjusted for inflation, our fees for the original components — which didn't include the Watershed-Focused Monitoring Program [WFMP] and Total Maximum Daily Load [TMDL] Strategy — were 75% lower than our fees in 2011.

To develop the scope of work for each task order, we will use the same concept that has proven successful on many projects, including our current program management contract with LFUCG: start work on a task with a "Begin with the End in Mind" attitude. As such, to develop the scope of work for each task order, we will meet with the LFUCG MS4/Water Quality Section Manager and other LFUCG staff as needed to identify the expectations for a deliverable. Once the task order is approved, we will hold periodic progress meetings to keep the project on schedule and prevent scope creep. Moreover, we will not perform work outside of the original task order without written approval from LFUCG.

**FIGURE 1-1: TETRA TECH'S MS4 PROGRAM MANAGEMENT FEES BY COMPONENT**





SECTION 2

# Schedule of Laboratory Fees

TETRA TECH

# SECTION 2. **SCHEDULE OF LABORATORY FEES**

Table 2-1 presents our laboratory fees for the analytes listed in the current MS4 Permit as requested in the RFP.

**TABLE 2-1: LABORATORY COSTS**

| PARAMETER | SYMBOL | COST |
|---|---|---|
| Total Suspended Solids | TSS | $20.00 |
| Nitrate | NO3 | $32.00 |
| Nitrite | NO2 | $32.00 |
| Total Phosphorus | TP | $22.00 |
| Ammonia | NH3-N | $22.00 |
| Dissolved Phosphorus | DP | $22.00 |
| E. coli | E. coli | $32.00 |
| Total Recoverable Lead | Pb | $22.00 |
| Total Recoverable Copper | Cu | $22.00 |
| Total Recoverable Cadmium | Cd | $22.00 |
| Total Recoverable Zinc | Zn | $22.00 |
| Hardness | Hd | $22.00 |
| 5-Day Carbonaceous Biochemical Oxygen Demand | CBOD-5 | $22.00 |
| Chlorine | Chlorine | $22.00 |
| Chemical Oxygen Demand | COD | $22.00 |
| Detergent | | $95.00 |
| Oil and Grease | O&G | $75.00 |
| Microbial Source Tracking | MST | $475-$625* |

* Price varies from $475 to $625 depending on markers requested



# SECTION 3
# Specialized Experience & Technical Compliance

TETRA TECH

# SECTION 3. SPECIALIZED EXPERIENCE & TECHNICAL COMPETENCE

## TETRA TECH'S SPECIALIZED EXPERIENCE

The Tetra Tech team will provide LFUCG with a highly-qualified group of engineers, policy analysts, biologists, geologists, and environmental scientists with specialized experience in program management, policy analysis, workshop development and training, water quality monitoring, and data management to continue on with this successful program.

Our team has a rich blend of in-depth local knowledge and national experience to continue the implementation of LFUCG's MS4 Permit. This combination offers LFUCG a perspective and knowledge base to address the specific local issues that are the immediate priority, while keeping anticipated future regulatory requirements in mind.

## UNMATCHED EXPERIENCE WITH LFUCG'S MS4 PROGRAM

Having worked on the program since the beginning, the Tetra Tech team knows LFUCG's MS4 Program better than any other consultant.

- ✓ We assisted the city in the development of the foundation for the MS4 Program—the policies, procedures, and regulations—embraced by citizens, the business community, and LFUCG staff
- ✓ Our staff helped the city negotiate the stormwater provisions in the 2008 Consent Decree and the 2009 MS4 Permit
- ✓ We have had the pleasure and privilege to serve as the Program Management consultant since 2008 and have worked with the LFUCG staff to create a "Culture of Compliance" for the program

This experience demonstrates that the Tetra Tech team possesses the specialized experience to maintain the current programs and to prepare for future challenges. Examples of our team's specialized experience developing policies and procedures with LFUCG's program is provided to the right.

Tetra Tech's **specialized experience** with

**DEVELOPING THE POLICIES, PROCEDURES, AND REGULATIONS FOR LFUCG'S MS4 PROGRAM:**



- ☑ 2008 STORMWATER QUALITY MANAGEMENT PROGRAM
- ☑ ORDINANCES FOR EROSION/SEDIMENT CONTROL, INDUSTRIES, STORMWATER MAINTENANCE, AND ILLICIT DISCHARGES
- ☑ WATER QUALITY MANAGEMENT FEE
- ☑ ENFORCEMENT RESPONSE PLANS FOR CONSTRUCTION SITES, POST-CONSTRUCTION STORMWATER MANAGEMENT, ILLICIT DISCHARGES, AND INDUSTRIAL FACILITIES
- ☑ WATER QUALITY MONITORING – CHEMICAL, BIOLOGICAL, AND HABITAT
- ☑ PERMITTING, INSPECTION, AND ENFORCEMENT PROCEDURES FOR EROSION AND SEDIMENT CONTROL
- ☑ STORMWATER MANUAL FOR NEW DEVELOPMENT
- ☑ GREEN INFRASTRUCTURE DESIGN AND CONSTRUCTION DETAILS
- ☑ PROCEDURES MANUAL FOR INFRASTRUCTURE DEVELOPMENT
- ☑ EROSION AND SEDIMENT CONTROL TRAINING PROGRAM
- ☑ TMDL IMPLEMENTATION STRATEGY
- ☑ EROSION AND SEDIMENT CONTROL TECHNICAL SPECIFICATIONS
- ☑ MAJOR OUTFALL INVENTORY
- ☑ STREAM ASSESSMENTS
- ☑ COMPLIANCE INSPECTIONS OF OVER 100 CONSTRUCTION SITES IN FAYETTE COUNTY

## NATIONAL STORMWATER EXPERIENCE

We have a continuous focus on providing clear solutions to client challenges.

Tetra Tech has implemented MS4 and TMDL programs at the state and local level. For example, we supported Pennsylvania and Minnesota in development of their state programs. Locally, we have worked closely with major cities and small communities—including LFUCG, Kentucky Division of Conservation, KDOW, and the Kentucky Transportation Cabinet—in implementing a range of stormwater programs, from standards and processes to development of implementation priorities. This includes municipalities in major metropolitan areas and small communities in multiple states, including the Southeast Michigan Council of Governments (SEMCOG); the cities of Grand Rapids, MI; Dublin, OH; Durham, NC; and Virginia Beach, VA; as well as Genessee County, MI; Prince George's County, MD; and Michigan's and Nevada's Departments of Transportation.

Our team will continue to apply the lessons learned through multiple levels of stormwater programs (federal, state, and local). Moreover, local Tetra Tech staff have direct access to the specific individuals who worked on these projects and will continue integrating this specialized expertise directly into LFUCG's stormwater program when needed.

**Figure 3-1** on the following page presents our national stormwater experience.

**Table 3-1** on page 8 lists projects where Tetra Tech has provided the specialized services requested in the RFP.




Tetra Tech's **nationwide experience** relevant to **LFUCG'S MS4 PROGRAM**



- ☑ MS4 Program Management in multiple communities nationwide including: Virginia Beach, VA, Prince George's County, MD, and San Diego, CA
- ☑ State Level MS4 Program Development in Minnesota and Pennsylvania
- ☑ Green Infrastructure Program Development in Detroit, MI, Grand Rapids, MI; San Diego, CA, and Milwaukee, WI
- ☑ Green Infrastructure assessment in Pittsburgh, PA, Omaha, NE, St. Louis, MO, Toledo, OH, and Raleigh, NC
- ☑ Development of multiple stormwater/green infrastructure manuals, including San Antonio, TX, San Diego, CA, and Detroit, MI
- ☑ Development of hundreds of TMDLs throughout the country, including such critical locations as Chesapeake Bay
- ☑ Over a decade of science based stormwater management and green infrastructure support to the EPA Office of Water
- ☑ Development of major stormwater funding programs in such locations such as Detroit, MI and Prince George's County, MD
- ☑ Resiliency and Flood Mitigation for Michigan DOT
- ☑ Erosion and Sediment Control Training in 14 states
- ☑ Receiving water monitoring and assessment studies, including pollutant characterization and reduction planning
- ☑ Design of stormwater management and green infrastructure projects nationwide

# TETRA TECH NATIONAL EXPERIENCE



**SAN DIEGO, CA**
On-call stormwater services, including planning, design, construction, training, and other stormwater program support



**SAN ANTONIO, TX**
Strengthened LID use through manual development, staff training, code development, and project design



**PHILADELPHIA, PA**
Modeling benefits of Green Cities, Clean Water Initiative on downstream water quality



**LONG ISLAND, NY**
Regional and local stormwater management using bioretention and subsurface storage galleries

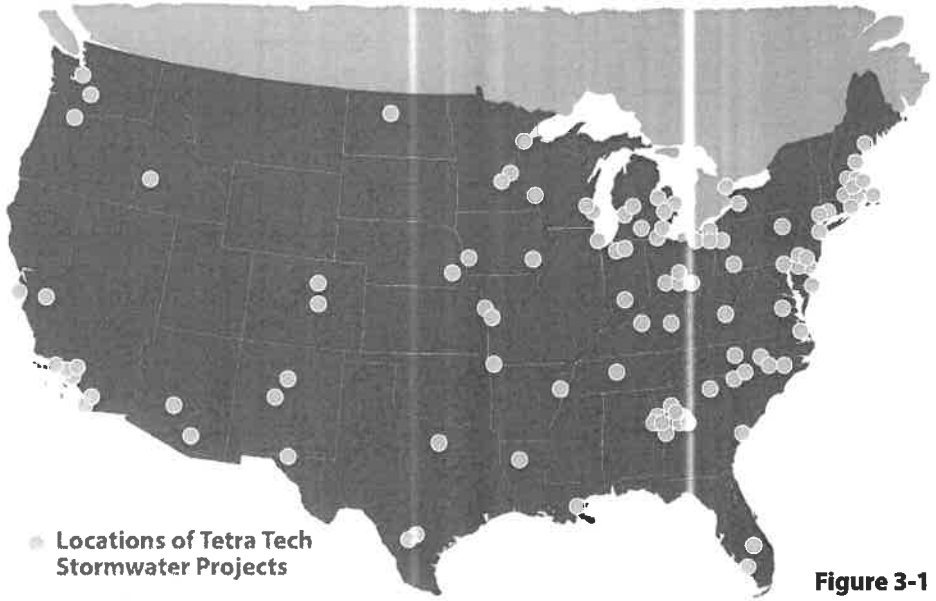


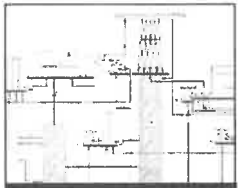

Figure 3-1



**DURHAM, NC**
Completing the Mesa I Mesa V stormwater project for the US EPA



**SEATTLE, WA**
Developed retrofit plan for flow control using hydrologic and BMP optimization modeling



**MILWAUKEE, WI**
Enhanced management of stormwater volumes and peak rates of discharge and non-point source pollutant leads



**LANSING, MI**
Helping integrate LIDV GI practices citywide for stormwater treatment as part of ongoing CSO mitigation



**PITTSBURGH, PA**
Developed web-based tool for evaluating and siting GI-based on multiple criteria



**KANSAS CITY, MO**
Conducted a pilot project to measure and evaluate the performance of GI



**GWINNETT, GA**
Developed stormwater manual and designed, inspected, and monitored GI practices



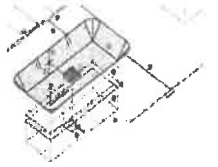
**PRINCE GEORGE'S COUNTY, MD**
Have supported the County for 20+ years in pioneering and becoming a national leader in the use of LID



**WASHINGTON, DC**
GI planning and design for private landowners to access stormwater retention credits



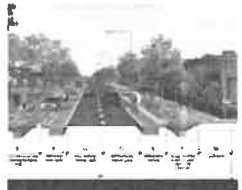
**MINNESOTA POLLUTION CONTROL AGENCY**
Tetra Tech assisted with water storage in the Minnesota river basin and to assess remaining river nutrient load reduction needs



**DUBLIN, OH**
Tetra Tech revised the Stormwater Design Manual to address the new Bridge Street Corridor form-based development code.



**VIRGINIA BEACH, VA**
Tetra Tech has completed stormwater management services and a resilience and stormwater master plan



**GRAND RAPIDS, MI**
Development of a SWMM-based model as a component of the overall Stormwater Asset Management Plan and Stormwater Management Plan Program



**DETROIT, MI**
Tetra Tech worked with DWSD to implement their Green Stormwater Infrastructure (GSI) program and its NPDES permit requirements



**GENESSEE COUNTY, MI**
Tetra Tech was retained to assist the County and communities with implementation assistance of the stormwater permits



**RALEIGH, NC**
Providing on-call engineering services and building City framework and capacity to advance use of GI/LID

## TABLE 3-1: SPECIALIZED EXPERIENCE WITH THE TYPE OF SERVICES REQUESTED IN THE RFP

| FIRM | PROJECT | | MS4 Program Compliance | Program Management | Technical Manuals | Regulatory Reporting | Ordinances and Policies | Training and Workshops | Water Quality Monitoring | Project Database | Operating Procedures | Stormwater Engineering |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CLIENT | PROJECT | | | | | | | | | | |
| TETRA TECH & THIRD ROCK | **LFUCG** | **MS4 Program Management (2008-Present)** | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● |
| TETRA TECH | **LFUCG** | **2016 Stormwater Manual for New Development** | ● | ● | ● | | ● | ● | | | | ● |
| | KDOW, Division of Conservation, and Transportation Cabinet | Kentucky Erosion Prevention and Sediment Control Field Guide and Technical Manual | | ● | ● | ● | ● | ● | | | | ● |
| | Kentucky Division of Conservation | Hinkston Creek Watershed Plan, East-Central Kentucky | | ● | ● | | | ● | ● | ● | | |
| | U.S. EPA | Chesapeake Bay TMDL Watershed Implementation Plan | | ● | ● | | | ● | | ● | | |
| | City of Virginia Beach, VA | MS4 and Environmental Management Services | ● | ● | | ● | | ● | | ● | | ● |
| | Prince George's County, MD | MS4 Permit Support and TMDL Planning | ● | ● | | | | ● | | ● | ● | ● |
| | City of Grand Rapids, MI | MS4/Stormwater Master Planning, Regulations, and Design | ● | ● | ● | | ● | ● | | ● | ● | ● |
| | Detroit Water and Sewerage Department, MI | Green Infrastructure (GI) Program Management | ● | ● | ● | ● | ● | ● | | ● | ● | ● |
| | Genesee County, MI | MS4 Permit Compliance | ● | | | ● | | | ● | ● | ● | |
| | Minnesota Pollution Control Agency, MN | MS4 Phase II Program Support | ● | ● | ● | | | ● | | | ● | |
| | City of Dublin, OH | Stormwater Design Manual | ● | | ● | | ● | ● | | | | ● |
| | City of Durham, NC | Third Fork Creek Watershed Plan | | ● | ● | | ● | ● | | | | |
| THIRD ROCK | **LFUCG** | **Wolf Run Watershed Plan** | | ● | ● | | | ● | ● | ● | ● | |
| | **LFUCG** | **Environmental Analysis, Design, and Permitting Sanitary Sewer Capital Projects** | | ● | | ● | | | ● | ● | ● | ● |
| | **KDOW** | **Cane Run Watershed Plan** | | ● | ● | | | ● | ● | ● | ● | |

## THIRD ROCK'S SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

Third Rock has provided watershed-scale water quality monitoring and analysis as a subconsultant to Tetra Tech since its formation in 2001, and expanding its role in 2008 to include MS4 program management support. In the area of water quality consulting, Third Rock's engineers, ecologists, and GIS analysts work together to provide a unique level of expertise un-equaled in Kentucky. With years of collective experience in the areas of water quality monitoring, watershed planning, stream and wetland restoration, and stormwater best management practices, Third Rock has provided MS4 program management services to LFUCG, Louisville Metropolitan Sewer District (MSD), Sanitation District No.1 (SD1), and several small Phase II communities across Kentucky and Tennessee.

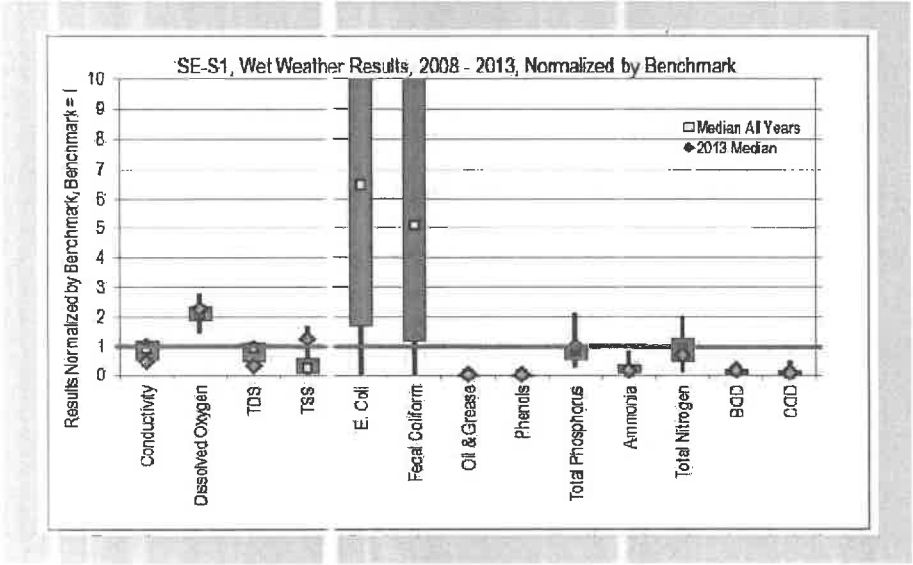
### STRATEGIC MONITORING STRATEGIES

Third Rock professionals are proficient in the design and implementation of water quality monitoring strategies that involve complex data analysis, interpretation, and reporting. The multi-disciplinary team uses a combination of desktop resources and field verified conditions to select and prioritize monitoring elements, while considering the many constraints at play to develop a customized approach that addresses a range of goals. As a result, during the 2009 permit term, Third Rock was tasked with developing a customized program to evaluate the fitness of LFUCG's MS4 monitoring program and make recommendations for improvement. Third Rock determined that numerous parameters did not provide meaningful data, and the frequency and location of LFUCG monitoring efforts should be revisited in order to identify priority catchments within each watershed. The recommendations were used by LFUCG during subsequent permit renewal negotiations with KDOW resulted in the agency's approval of LFUCG's new dynamic, watershed-focused monitoring program in 2015.

### INNOVATIVE REPORTING

In addition to collecting and reporting data for LFUCG Consent Decree/MS4 Permit compliance, Third Rock employs innovative communication techniques to present complex data to audiences ranging from water quality interest and stakeholder groups to watershed councils. Third Rock engineers and scientists are proficient in assimilating and translating vast amounts of complex, technical data and presenting it graphically for interpretation by both technical and non-technical audiences.

For example, in 2014 our team presented the results of LFUCG's first monitoring program evaluation and five-year trend analysis, condensing and evaluating thousands of rows of chemical and biological data to graphically represent the findings for LFUCG's Stormwater Stakeholder Advisory Committee (SSAC). That same year Third Rock developed concise, one-page fact sheets to communicate the water quality of each of LFUCG's seven major watersheds using color-coded charts, tables, stream hydrographs, box-and-whisker plots, and pollutant load duration curves to illustrate the nature and extent of impairment. Between 2017 and 2023 Third Rock presented the results of LFUCG's watershed-focused monitoring to the SSAC and various watershed stakeholder groups, distilling the primary sources and causes of impairment in each watershed.




### INTEGRATIVE WATERSHED PLANNING

Third Rock has set the standard in Kentucky for watershed planning authoring the first comprehensive watershed-based plan approved by US EPA in Kentucky for the Laurel/Little Laurel River Watershed Since that time, Third Rock's team of engineers and scientists have worked with KDOW and multiple municipalities across Kentucky to develop and implement 319(h) grant funded watershed-based plans for Cane Run and Wolf Run in Lexington, and Hanging Fork, Clarks Run, Chestnut Creek, South Fork Little River, and Buck Creek watersheds.

With each plan, Third Rock also developed a watershed-scale monitoring strategy to collect data used to isolate and quantify sources of impairment, generate pollutant load allocations, and identify and prioritize best management practices to achieve improvement.

As a team, we recognize the value of the data collected pursuant to beyond regulatory compliance, and as such, use it to inform broad resource planning across the urban service area. Third Rock uses state-of-the-art GIS software to organize, map, and interpret water quality data to target and prioritize locations for supplemental environmental projects or best management practices (BMPs) including stormwater wetlands, bioretention areas, stream and wetland restoration, riparian enhancement, land preservation, public education, and the development of ordinances to guide low-impact development. Integrative watershed planning identifies opportunities to achieve layers of use from a project, allowing us to more effectively achieve desired functions and be a good steward of public monies. For example, a planned sanitary sewer refurbishment project along a stream would combine well with the implementation of riparian enhancement, a greenway/trail system, and other measures to mitigate stormwater runoff and improve stream stability.

This integrative watershed approach recognizes the need for building partnerships and soliciting stakeholder input. For example, we effectively engaged and facilitated Wolf Run watershed stakeholders enjoining non-technical and technical input to develop a BMP implementation strategy used to obtain at least $600,000 in additional funding to address impairments. Input from LFUCG, consulting resource agencies, community stakeholders, and interested residents is key to identifying solutions that utilize all available resources to improve the quality of Lexington's streams.

## SALT RIVER ENGINEERING'S SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

Salt River Engineering is a Veteran-Owned Small Business, located in Harrodsburg, Kentucky, that provides engineering services for the municipal sector, including LFUCG and other cities in the Bluegrass Area Development District. Their core services include utility financing, construction management, and engineering design. They will provide technical support on the MS4 project, including technical writing and review of engineering/environmental reports.

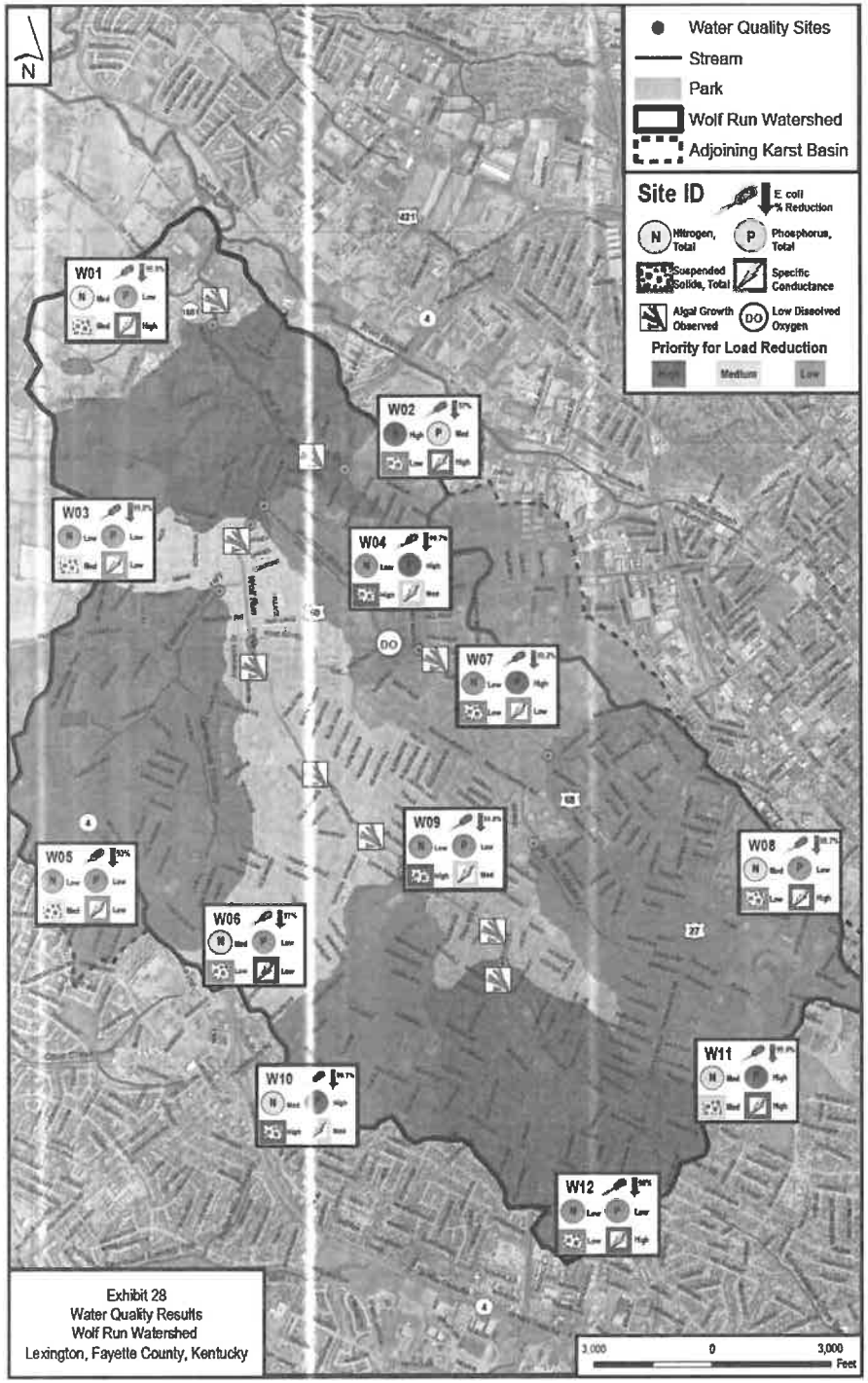



Exhibit 28
Water Quality Results
Wolf Run Watershed
Lexington, Fayette County, Kentucky

# TEAM REFERENCES

Our references are familiar with the extra effort put forth by our staff to establish and maintain good working relationships with our clients.

The following references can attest to Tetra Tech's character and reputation.

## CHARLES MARTIN, PE
**Director of the LFUCG Division of Water Quality**
859.425.2400
chmartin@lexingtonky.gov

## JENNIFER CAREY, PE
**Director of the LFUCG Division of Environmental Services**
859.425.2888
jcarey@lexingtonky.gov

## GREGORY S. LUBECK, PE
**Deputy Director of the LFUCG Division of Water Quality**
859.258.3446
glubeck@lexingtonky.gov

## DAN TABER, PE
**City of Grand Rapids, MI, Stormwater Manager**
616.456.3104
dtaber@grcity.us

## KELLY KARLL, PE
**SEMCOG, MI**
313.324.3375
Karll@semcog.org



# THE TETRA TECH MANAGEMENT TEAM

Tetra Tech is committed to offering the **Lexington-Fayette Urban County Government** a trusted, multi-disciplinary team with the breadth and depth of capabilities, expertise, and experience to plan, manage, and execute the full scope of services.

**PROGRAM MANAGER**

**RICHARD**
Walker, PE



**PROJECT MANAGER**

**ABBY**
Terry, PE



Tetra Tech proposes **Richard Walker** as the designated program manager for this contract. Richard will provide strategic direction, ensure Tetra Tech's resources are available and committed throughout this contract, and leverage our staff experience to deliver the most effective, efficient, and high-quality projects.

Richard's civil engineering experience totals over 40 years, focused on stormwater projects throughout Kentucky. More specifically, Richard has spent more than 30 years working with LFUCG's MS4 program.

Tetra Tech proposes **Abby Terry** as the designated project manager for this contract.

Abby will provide daily support to the MS4 Section Manager. She will work as an extension of LFUCG staff to fulfill the requirements of the SWQMP and MS4 Permit.

Abby has supported the MS4 program for the last 6 years.

TETRA TECH

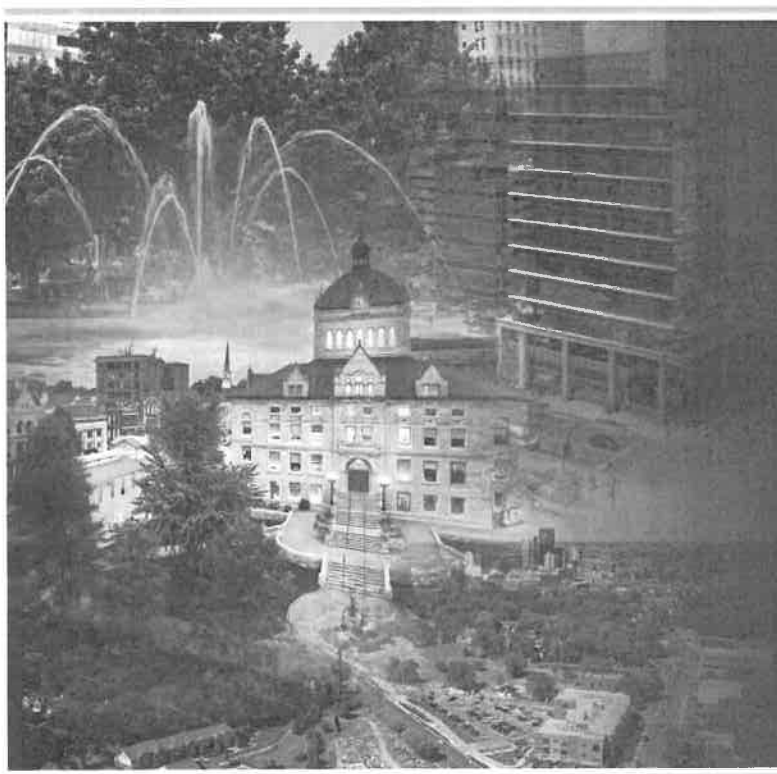
**RICHARD & ABBY'S MANAGEMENT STRENGTHS**

**35+ combined years**
working together for LFUCG's MS4 program

**Richard & Abby are trusted**
to work as an extension of LFUCG staff

The Tetra Tech team organization chart is shown in the following section. The team supporting Richard and Abby will consist of engineers, including **principal project engineers which are listed on our org chart,** regulatory policy analysts, biologists, geologists, and environmental scientists.

Additional Tetra Tech and Third Rock personnel are available if needed.



SECTION 4

# Demonstrated Capacity of the Firm to Perform the Work

TETRA TECH

# SECTION 4. DEMONSTRATED CAPACITY OF THE FIRM TO PERFORM THE WORK

## THE TETRA TECH TEAM'S LOCAL KNOWLEDGE & NATIONAL EXPERIENCE

The Tetra Tech team will provide LFUCG with a highly-qualified group of engineers, policy analysts, biologists, geologists, and environmental scientists with specialized experience in program management, policy analysis, workshop development and training, water quality monitoring, and data management to continue on with this successful program.

Our team has a rich blend of in-depth local knowledge and national experience to continue the implementation of LFUCG's MS4 Permit. This combination offers LFUCG a perspective and knowledge base to address the specific local issues that are the immediate priority, while keeping anticipated future regulatory requirements in mind.

The Tetra Tech team organization chart is shown on the following page. Richard Walker, PE will serve as the program manager for the next contract as he has done for the last 17 years. Abby Terry will serve as the project manager. The team supporting Richard and Abby will consist of engineers, regulatory policy analysts, biologists, geologists, and environmental scientists. The team also includes staff with national MS4 experience.





## FIRM ORGANIZATION

# LEXINGTON



**Richard Walker**, PE, CFM
Program Manager



**Abby Terry**, PE
Project Manager



**Dan Christian**, PE, D.WRE
National Technical Advisor

**Open and Continuous Lines of Communication**

LEGEND ⊙= THIRD ROCK ⊙= SVE

## MS4 PERMIT COMPLIANCE




### SWQMP UPDATE/CRITICAL PATH SCHEDULING

Richard Walker, PE, CFM
Abby Terry, PE
Molly Foree Cummins, JD ⊙
William "Mac" Hall, PE ⊙

### CRITICAL REVIEW OF MS4 POLICIES AND PROCEDURES, ORDINANCES, AND GUIDANCE DOCUMENTS

Richard Walker, PE, CFM
Abby Terry, PE
Molly Foree Cummins, JD ⊙
William "Mac" Hall, PE ⊙

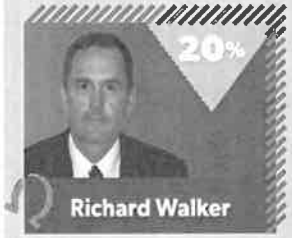
### TECHNICAL SUPPORT: TECHNICAL WRITING; REPORTING; PROGRAM DEVELOPMENT; WORKSHOP DEVELOPMENT; TRAINING; PROJECT WEBSITE; AND ENGINEERING

Connie Allen, PE ⊙
Shann Easterling
Chris Hale
Jared Looney, PE ⊙
Mary Corbitt
Casey Mattingly, PE ⊙
Ryan McGregor ⊙
Ashley Storm, JD ⊙
James Storm ⊙
Rain Storm ⊙
Lisa Stratton ⊙
Kenny Gevedon, EIT
Kate Moore
Derek Adams, MPH ⊙
Chelsey Olson ⊙
Alainey Robinson ⊙
Caroline Campbell ⊙
Tammie Fister ⊙
Dean Vittitoe
Ryan Rathfon

## STAFFING INFORMATION & AVAILABILITY

* LFUCG Project Experience

TETRA TECH


































Our **proven record of past performance** brings a sense of trust that we make the required staff available to complete our assignments on schedule. Our team members have established working relationships with LFUCG.

We clearly understand LFUCG's needs and the staffing requirements based on our performance to date. This contract will be our team's top priority, and we will successfully manage the MS4 Program into the future.

**On this page,** we have included our team's availability for the duration of this contract.

THIRDROCK CONSULTANTS





















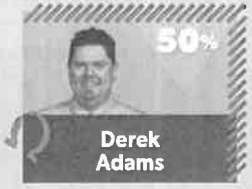





























# SECTION 5
# Past Record and Performance

TETRA TECH

# SECTION 5. **PAST RECORD & PERFORMANCE**

## OVERVIEW

This section provides an overview of similar projects performed by the Tetra Tech team for LFUCG and other clients.

## PROJECTS WITH LFUCG

The Tetra Tech team has enjoyed a 30-year working relationship with LFUCG. Below is a partial listing of current and completed projects, performed on schedule and within budget for the LFUCG.

As part of these programs, the quality of work, control of costs, and ability to meet schedules has been maintained. For example, under the current MS4 program management contract for LFUCG, we have worked in a collaborative manner with your staff to complete MS4 Permit milestones on time and in a cost-effective manner.

Through the work completed to date, the products Tetra Tech has produced have been met with the approval of LFUCG staff and the public has been supportive of the program:

- MS4 Annual Program Management Services
- SWQMP Development as part of the EPA Consent Decree Negotiations
- Stormwater Manual
- Procedures Manual for Infrastructure Development
- Vaughns Branch / Sugar Mill Flood Mitigation
- Danby Corners FEMA Letter of Map Revision
- Expansion Area 2 Stormwater Master Plan
- Southland Drive Drainage Study
- North Elkhorn Hydrologic and Hydraulic Model
- Town Branch Hydrologic and Hydraulic Model
- Detention Basin Maintenance Program
- Firethorn Detention Basin Improvements
- Walhampton Stormwater Improvements
- Wolf Run Wet Weather Storage
- West Hickman Wet Weather Storage
- MS4 Permit Stormwater Monitoring
- 2021 Greenhouse Gas Inventory
- Pebble Creek Stream Restoration
- Barnard Drive Stormwater Improvements
- Bob-o-Link Stormwater Improvements
- Priority and Comprehensive Climate Action Plans



MS4 Program Areas

## SIMILAR PROJECTS

The following **16 similar projects** shown in this section are a sampling of relevant MS4 and stormwater projects our team has **completed within the last 15 years.**

1. *LFUCG, KY MS4 PROGRAM*
2. *LFUCG 2016 STORMWATER MANUAL FOR NEW DEVELOPMENT*
3. *STATEWIDE, KY EROSION PREVENTION AND SEDIMENT CONTROL FIELD GUIDE AND TECHNICAL MANUAL*
4. *KENTUCKY DIVISION OF CONSERVATION HINKSTON CREEK WATERSHED PLAN*
5. *U.S. EPA CHESAPEAKE BAY TMDL WATERSHED IMPLEMENTATION PLAN*
6. *VIRGINIA BEACH, VA MS4 AND ENVIRONMENTAL MANAGEMENT SERVICES*
7. *PRINCE GEORGE'S COUNTY, MD MS4 PERMIT SUPPORT AND TMDL PLANNING*
8. *GRAND RAPIDS, MI MS4/STORMWATER MASTER PLANNING, REGULATIONS, AND DESIGN*
9. *DETROIT WATER AND SEWERAGE DEPARTMENT, MI GREEN STORMWATER INFRASTRUCTURE PROGRAM MANAGEMENT*
10. *GENESSEE COUNTY, MI MS4 PERMIT COMPLIANCE*
11. *MINNESOTA POLLUTION CONTROL AGENCY MS4 PHASE II PROGRAM SUPPORT*
12. *DUBLIN, OH STORMWATER DESIGN MANUAL*
13. *DURHAM, NC THIRD FORK CREEK WATERSHED PLAN AND GENERAL PROGRAM SUPPORT*
14. *LFUCG, KY SECTION 319(H) WATERSHED-BASED PLAN, WOLF RUN WATERSHED (THIRD ROCK)*
15. *KDOW, KY SECTION 319(H) WATERSHED-BASED PLAN, CANE RUN WATERSHED (THIRD ROCK)*
16. *LFUCG, KY ENVIRONMENTAL ANALYSIS, DESIGN, AND PERMITTING— SANITARY SEWER CAPITAL PROJECTS (THIRD ROCK)*

# TETRA TECH UNDERSTANDS THE CHALLENGES AHEAD

We understand that addressing the **challenges, risks, and opportunities** you face today **requires key expertise and innovative solutions.**

**We have thoroughly reviewed your Scope of Services and identified the key challenges below.**

**We use these icons throughout this section to identify where we meet these expectations.**





# MS4 PROGRAM MANAGEMENT

*Lexington-Fayette Urban County Government*
*Lexington, KY*

Tetra Tech and Third Rock Consultants have been providing annual stormwater program management services since 2008 for implementing Lexington's EPA Consent Decree and the MS4 Permit issued by the Commonwealth of Kentucky. During that time, the Tetra Tech/LFUCG team has achieved compliance with all aspects of the MS4 program as evidenced by the following:

- Met all MS4 Permit requirements, along with measurable goals in LFUCG's Stormwater Quality Management Program
- Met all 40 stormwater performance standards in the Consent Decree and was released from the stormwater provisions
- KDOW inspected LFUCG's MS4 program in 2010, 2012, 2016, 2019, and 2023 and found no deficiencies

**The work included the following:**

**MS4 Permit Compliance**

- Prepared the application for the 2014 MS4 Permit renewal and assisted LFUCG management in the permit negotiations with the Kentucky Division of Water
- Planned and prepared the necessary documentation for MS4 compliance inspections by KDOW in 2010, 2012, 2016, 2019, and 2023
- Developed the MS4 SWQMP, including sections on public involvement, illicit discharges, construction site runoff, industrial runoff, water quality monitoring, municipal operations, and post construction
- Developed new ordinances for the industrial stormwater discharge program, maintenance of stormwater controls on private property, and erosion control
- Developed a draft TMDL implementation strategy and status report
- Drafted the application letter for the next MS4 Permit
- Prepared the MS4 annual reports (2008–2023)

**Erosion and Sediment Control Compliance**

- Conducted audit inspections of over 100 construction sites
- Attended pre-bid and pre-construction meetings on capital projects and gave ESC presentations on the permitting, inspection, and enforcement procedures
- Conducted training for LFUCG staff on construction site inspections
- Conducted an annual workshop with over 75-100 construction industry representatives on erosion and sediment control and stormwater management

**Post-Construction Stormwater Management Compliance**

- Updated the Stormwater Manual in 2016 to address the new requirements in the MS4 Permit for new development and redevelopment

## SCOPE EXPERIENCE

## RELEVANCE TO LFUCG

- MS4 Program Manager since 2008—Provided services as described in the current RFP

TETRA TECH



Annual MS4 Workshop



Erosion and Sediment Control Training

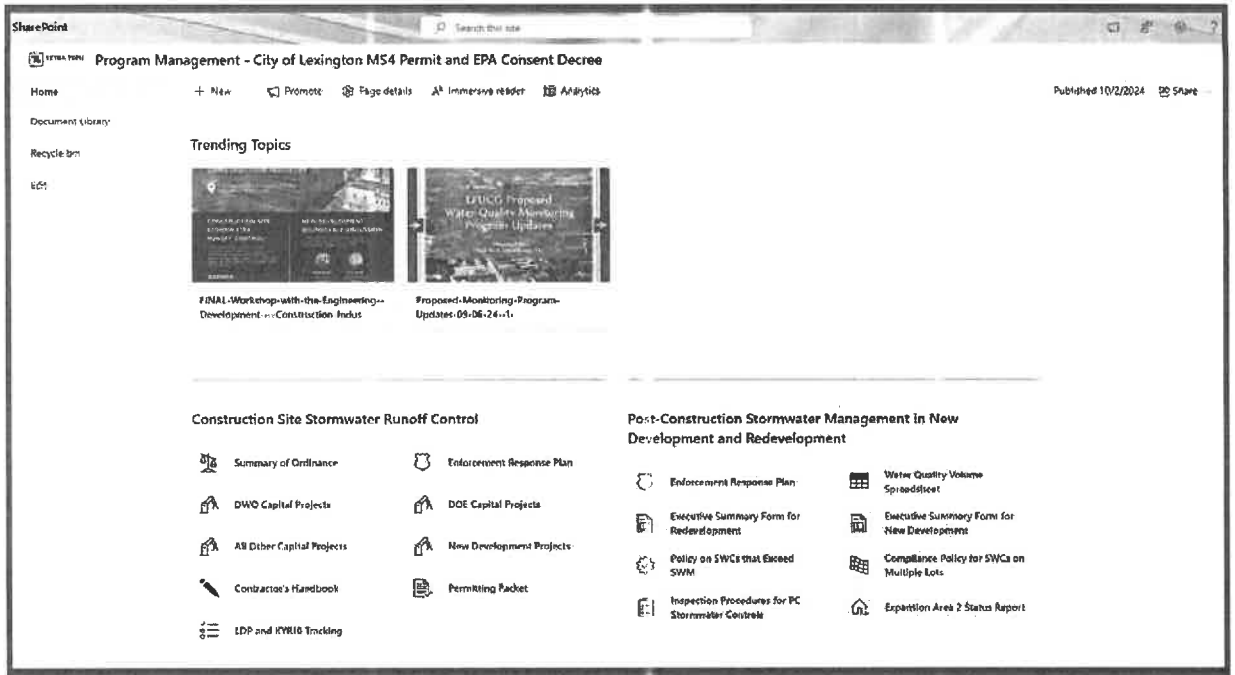
- Updated the Stormwater Manual in 2020 to address new requirements for Composite Drainage Plans
- Developed LID GI guidelines for design and construction
- Developed a Stormwater Management Plan Executive Summary form that enables staff to quickly determine if the proposed stormwater controls meet the water quantity and water quality requirements of the LFUCG Stormwater Manual
- Assisted staff with applying the requirements of the Stormwater Manual to proposed development plans

### Worked as an Extension of Staff

- Conducted monthly coordination meetings with approximately 30 city staff to review deadlines and work completed on the MS4 Permit
- Developed enforcement response plans for construction sites, post-construction, industrial facilities, and illicit discharges
- Facilitated meetings with the Division of Water Quality, Division of Engineering, and Division of Environmental Services to resolve issues related to the permitting, inspection, and enforcement of erosion and sediment control BMPs
- Developed standardized construction specifications for erosion/sediment control and stormwater infrastructure (storm sewer pipe, manholes, etc.)
- Developed Integrated Spill Plans for two wastewater treatment plants
- Developed an inventory of industrial facilities and high-risk commercial facilities
- Maintained a SharePoint site of Consent Decree and MS4 Permit deliverables for access by LFUCG staff

### MS4 Water Quality Management Fee

- Provided project management and technical support for implementing the water quality management fee in 2010 that generates approximately $13 million per year




**We maintain a SharePoint site of the Consent Decree and MS4 Permit deliverables accessable by LFUCG staff**

### Water Quality/Watershed-Focused Monitoring

Third Rock developed and implemented LFUCG's permit-required water quality monitoring programs while meeting the commitments of its EPA Consent Decree.

Permit required water quality monitoring tasks include:

- Quarterly dry and wet weather water quality monitoring at seven watershed sites
- Annual macroinvertebrate and habitat assessment at seven watershed sites, including identification of macroinvertebrate samples by Society for Freshwater Science-certified taxonomists
- Bi-annual fish monitoring at seven watershed sites
- Annual reporting of monitoring data with comparison to benchmarks and past data. Reporting includes Watershed Technical Water Quality Evaluations for comprehensive watershed specific analyses, including load duration curves and a "Summary Status Rating" to characterize overall stream health
- Maintenance of water quality monitoring database
- Development and implementation of a Water Quality Monitoring Program Evaluation during each five-year permit cycle
- Statistical analysis of trends in water quality for each five-year period permit cycle

In addition, in 2015 LFUCG committed to begin to transition its water quality monitoring program to a watershed-focused approach. The study area for LFUCG's Watershed-Focused Monitoring Program (WFMP) encompasses the seven major watersheds that drain LFUCG's Urban Service Area, including Cane Run, South Elkhorn Creek, West Hickman, East Hickman Creek, Town Branch, North Elkhorn Creek, and Wolf Run. The overall objective of the WFMP is to collect and generate data to identify and remediate sources of recreational and aquatic habitat impairments to streams within the Urban Service Boundary by conducting the following monitoring elements within each watershed:

- Stream Corridor Characterization
- Biological Monitoring
- Water Quality Monitoring
- Discharge Prevention / Source Investigation
- Priority Area Upland Visual Assessment

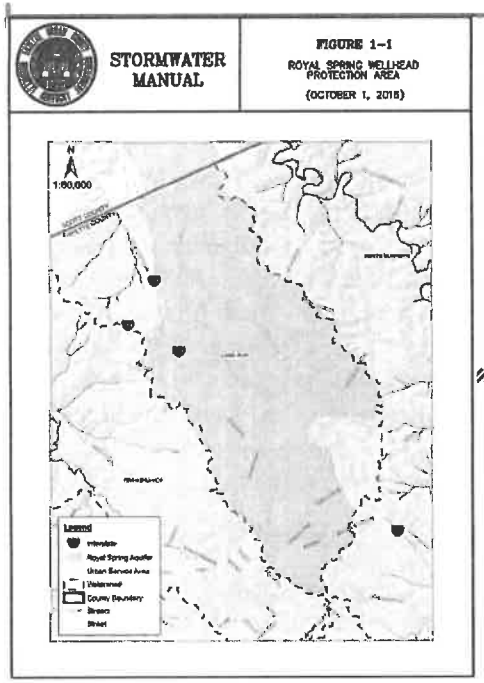
The WFMP was completed in 2024. Tetra Tech and Third Rock have collaborated with LFUCG to develop a new monitoring program for the next MS4 Permit. LFUCG proposes to streamline monitoring by consolidating the in-stream sampling locations used for routine monitoring (i.e., dry and wet weather sampling, macroinvertebrate and fish sampling, and habitat assessments) with the in-stream sampling locations from the WFMP. This approach will create a monitoring network of approximately 64 in-stream sites county-wide. LFUCG intends to continue utilizing community volunteers in the proposed monitoring program. This approach was approved without comment by KDOW.



**Volunteer Training for WFMP**



**Water Quality Monitoring**

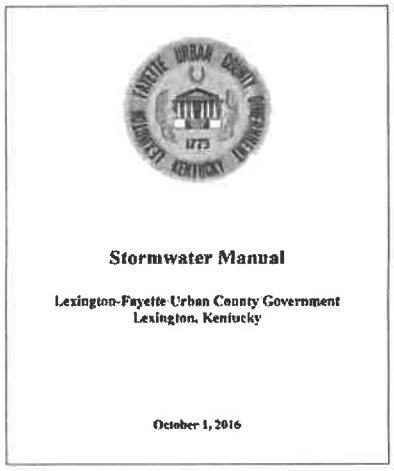



# LFUCG 2016 STORMWATER MANUAL FOR NEW DEVELOPMENT

*Lexington-Fayette Urban County Government, KY | Lexington, KY*

Tetra Tech updated the city's Stormwater Manual in 2016 to address the stormwater requirements in the EPA Consent Decree (2008) and the state MS4 Permit (2015). The Consent Decree and the permit requires the city to review and update the design standards every three years. Furthermore, the permit established a design standard that requires new development projects to manage the runoff from the 80th percentile rainfall event. Tetra Tech performed the work in our role as the city's MS4 Program Management Consultant. Key features of the manual include the following:

- Post-construction water quantity and water quality design standards for new development and redevelopment
- Design standards for detention basins, underground detention, and manufactured treatment devices
- Site design standards for GI, such as soil type, pretreatment, and maximum drain time
- Water quality volume design storm of 1.2 Inches (90th percentile) and runoff reduction volume of 0.80 Inches
- Vegetative buffer zone of 50 feet along streams
- Design standards for storm sewers, culverts, and open channels
- Channel protection design standards
- EXCEL based water quality volume calculation tool
- Executive Summary Stormwater Management Form to demonstrate compliance with the manual
- Flood protection requirements

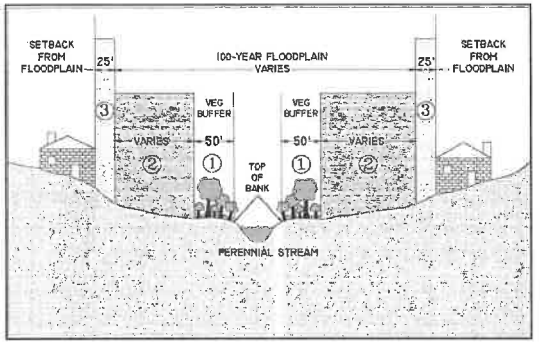


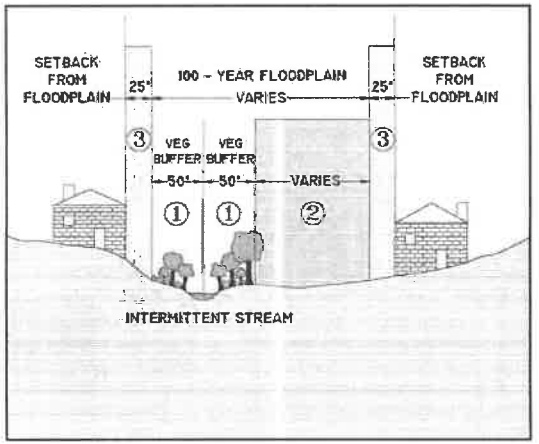

## SCOPE EXPERIENCE

## RELEVANT TASKS

- Stormwater design standards and procedures for new development/redevelopment

TETRA TECH



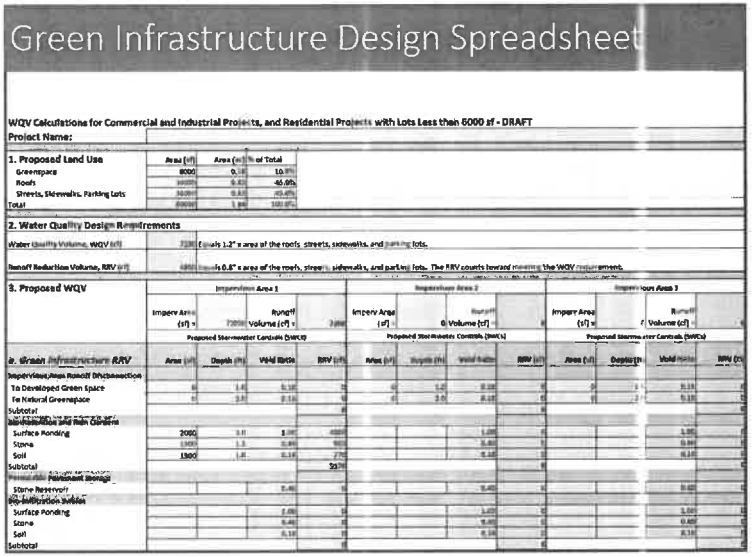
| WATER QUALITY & WATER QUALITY DESIGN STANDARDS | | |
|---|---|---|
| STANDARD | NEW DEVELOPMENT | REDEVELOPMENT |
| Water Quantity | Peak flow shall be reduced to pre-development levels for the 10-year, 100-year, 1995, and 2006 storms. | Peak flow shall be reduced to baseline (before demolition) levels for the 10-year, 100-year, 1995, and 2006 storms. No detention is required if the impervious area is not increased. |
| Water Quality | Water Quality Volume – All runoff from impervious areas shall pass through a stormwater control sized for the 90th percentile storm of 1.2 inches.<br>Runoff Reduction – GI controls shall be designed to retain on-site the runoff volume equal to 0.8 inches multiplied by the impervious area. | The baseline impervious area shall be reduced by 20%, or stormwater controls shall be provided for 20% of the baseline impervious area, or a combination thereof. |

### Water Quantity and Water Quality Design Standards

The table above summarizes the water quantity and water quality design standards.

### Stakeholder Involvement

Tetra Tech conducted an extensive internal and external stakeholder process to gain consensus on the major issues. The internal group consisted of city staff from various departments, including planning, engineering, law, and water quality. This group met for about a year to review changes to the manual proposed by Tetra Tech. The external group consisted of representatives from the home builders association, engineers, businesses, public schools, environmental groups, and the University of Kentucky.


Green Infrastructure Design Spreadsheet

*Standardized approach to confirm compliance with the Stormwater Manual.*

Stormwater Manual Table of Contents

1 – Stormwater Management Requirements
2 – Permits
3 – Watershed Studies
4 – Design Documentation
5 – Hydrology
6 – Inlets/ Storm Sewers / Manholes
7 – Culverts and Bridges
8 – Constructed Channels
9 – Stream Bank Stabilization
10 – Stormwater Controls
11 – Erosion and Sediment Control

Green Infrastructure BMPs

Impervious Area Disconnection
Bio-retention / Rain Gardens
Permeable Pavement
Bio-infiltration Swales
Infiltration Basin
Tree Trenches
Rainwater Harvesting
Vegetated Roofs
Riparian Buffer Restoration





# EROSION PREVENTION AND SEDIMENT CONTROL FIELD GUIDE AND TECHNICAL MANUAL

*Kentucky Division of Water, Division of Conservation, and Transportation Cabinet | State of Kentucky*

## SCOPE EXPERIENCE

## RELEVANT TASKS

- Statewide training program and technical manuals

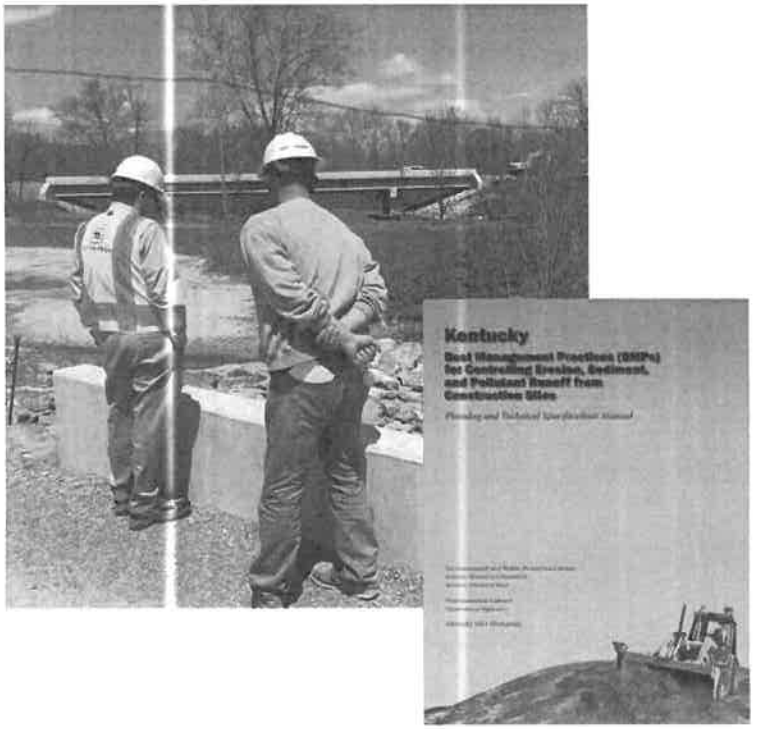
TETRA TECH

Tetra Tech has provided a wide range of support for the KDOWwatershed management program through nearly $2 million in contracts awarded since 1997. Support focused on improving the effectiveness of Kentucky's watershed management framework and included production of technical and field guides on construction site stormwater management, including key support for the development of the new Kentucky Erosion Protection and Sediment Control Professional Qualification Program.

Working with a technical team from state water, conservation, natural resources, and university programs, Tetra Tech developed and delivered a number of products to improve construction site erosion, sediment, and stormwater control in the Commonwealth. Deliverables included a 100-page full color and laminated Field Guide for construction workers, a 250-page Technical Specifications Manual for design professionals and stormwater plan preparers, a series of 46 technical and field practice workshops across the state, and a website for accessing the field guide, training workshop information, and related materials.

Tetra Tech developed more than two dozen original color graphics depicting various ESC BMPs, provided more than 250 original photographs, developed six separate slide presentations, and produced both manuals and all other materials related to the overall training program. Materials developed under this project replace all existing statewide ESC manuals and guides, and have been approved for use by state agencies and other entities. Approximately 3,000 individuals were trained through March 2008.

These workshops, manuals, and training materials represented the first statewide effort to upgrade construction site runoff practices in Kentucky, and resulted in development of the KEPSC "qualified construction contractor" certification program.






# HINKSTON CREEK WATERSHED PLAN

*Kentucky Division of Conservation | Hinkston Creek, East-Central, KY*

## SCOPE EXPERIENCE

## RELEVANT TASKS

- Watershed planning in Kentucky

TETRA TECH

Tetra Tech developed the Quality Assurance Project Plan, collected existing and new water quality data, implemented an outreach/education program, and worked with a stakeholder group to develop a watershed-based plan addressing EPA's nine key elements for Hinkston Creek in east-central Kentucky.

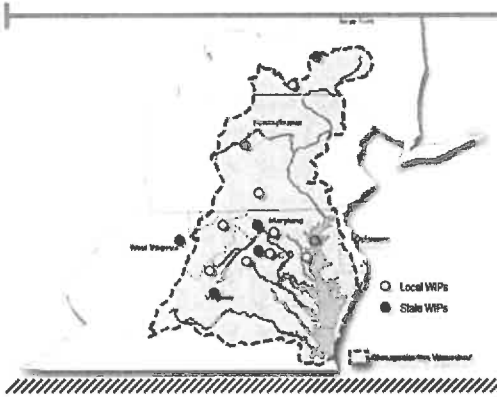
Hinkston Creek has been listed as impaired for many years due to poor biological conditions and elevated levels of fecal coliform bacteria, sedimentation, and nutrients linked to low dissolved oxygen and organic enrichment. The plan, which was approved by the KDOW in June 2011, included detailed cost and load reduction information for a suite of mostly agricultural best management practices, was based on conventional modeling approaches and innovative analytical tools.

For example, on-site wastewater treatment system potential risk to water quality was assessed via mapping analyses that considered system densities (i.e., number per square mile), system age, and proximity to surface waters. Prioritization was based on level of household density, closeness to streams, and closeness to karst topography (to account for impacts to groundwater). A riparian buffer assessment and deficiency analysis used aerial photography to determine canopy cover presence/absence and buffer zone widths.

Finally, a desktop profile of high-risk stream channel reaches was conducted via mapping work that analyzed riparian vegetation (i.e., canopy cover), cattle access points, and property ownership records.

The riparian deficiency data was overlaid with imagery from USDA's National Agriculture Imagery Program and was used to assess the intensity of impact on riparian areas within the Blacks and Boone Creek subwatersheds. Reaches within each subwatershed were visually scanned against the NAIP imagery to assess the land cover context for riparian buffers. Impacted riparian areas were divided into four levels of impact based on stress conditions observable from the aerial imagery, such as proximity of intense tilling and/or grazing to the stream edge, cattle access points, and lack of tree or shrub cover in the riparian buffer. Parcel boundaries were obtained from the county property valuation office to identify landowners who might be interested in stream protection BMPs.

For the outreach/education program, Tetra Tech used a multi-pronged approach, including weekly newspaper columns that mixed water quality issues with area historical events, a series of billboards featuring positive "thank a farmer" for adopting BMP messages, an informational web site with water quality monitoring and other information, signage installed at watershed boundaries and creek crossings, and presentations to area groups on the watershed and the project. The project also sponsored a cost share program for agricultural producers interested in implementing plan-based BMPs on land in the upper portion of the watershed.




# CHESAPEAKE BAY TMDL WATERSHED IMPLEMENTATION PLAN

*U.S. EPA | Nationwide (VA, MD, PA, DE, WV, NY, DC)*

Tetra Tech has provided a wide range of technical and managerial support to EPA Region 3 and the Chesapeake Bay Program Office (CBPO) related to TMDL development efforts for the Chesapeake Bay. EPA has led development of TMDLs through a collaborative effort involving all six bay states (Virginia, Maryland, Pennsylvania, Delaware, West Virginia, and New York) and the District of Columbia. A major portion of Tetra Tech's support has focused on development of statewide and higher resolution local Watershed Implementation Plans (WIPs), with the objective of identifying measures and milestones to comply with TMDL allocations.

Tetra Tech has provided support to each state and the District of Columbia for state-wide WIPs, including configuration of the CBPO's model for state use, development of management scenarios to evaluate using the model, confirmation of point source representation in the CBPO model, drafting of WIP report sections, and stakeholder meeting support.

Tetra Tech has provided local WIP support to several MS4 and non-MS4 communities throughout the watershed. The primary objectives of Tetra Tech's support have been to review the communities' existing programs, identify measures and milestones to comply with TMDL allocations, prepare strategies, and develop tools to track future implementation. Tetra Tech has supported Prince William County, Virginia; Rivanna River Basin Commission, Virginia; Anne Arundel County, Maryland; Caroline County, Maryland; Conewago Creek Watershed Initiative, Pennsylvania; District of Columbia; Chemung County, New York; and Eastern Panhandle Planning and Development Council, West Virginia. (Although not funded through the same EPA contract, Tetra Tech is currently leading development of a WIP for Prince George's County, Maryland.)

Example tasks include:

- Participate in interagency meetings and educate groups on the TMDL and WIP process
- Collect data (e.g., BMPs, land use) for existing program and strategy evaluation
- Estimate jurisdictional sediment and nutrient pollutant loads using model output, land use, and municipal boundaries as well as some source-specific loads (e.g., septics)
- Compare Chesapeake Bay Watershed Model results to pollutant loads specified in existing local TMDLs
- Inventory, map and develop a database of planned and existing capital projects and BMPs

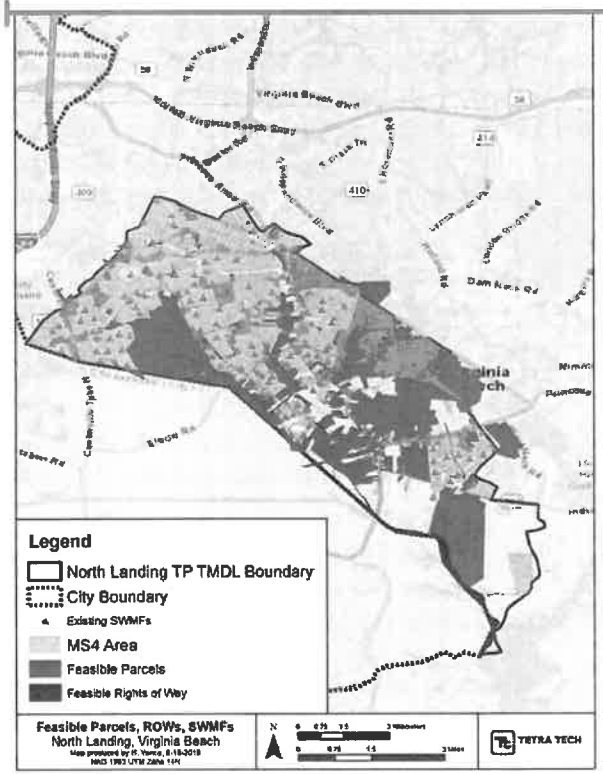
## SCOPE EXPERIENCE

## RELEVANT TASKS

- Large-scale watershed planning and response to TMDL requirements

TETRA TECH

- Develop implementation recommendations, including identify and prioritize sites for urban stormwater and stream restoration BMPs
- Evaluate possibility of a nutrient criteria trading program
- Estimate load reductions based on implementation recommendations
- Develop approach for estimating implementation costs
- Identify data gaps that need to be addressed for future WIP development and implementation efforts
- Prepare a guidance document based on lessons learned to support other counties




Tetra Tech assisted the City of Virginia Beach Stormwater Management Regulatory Division in complying with the requirements of the MS4 permit by providing a full range of stormwater and environmental consulting services, including planning and engineering design to achieve water quality improvements. The City of Virginia Beach manages stormwater across nearly a 500 square mile area that drains north to the Chesapeake Bay and east toward the Atlantic Ocean. Efforts include program support, developing and applying watershed-based planning tools, identifying and prioritizing potential projects, and conceptual and full design of stormwater management facilities (SWMFs) to improve water quality and mitigate flooding.

# MS4 AND ENVIRONMENTAL MANAGEMENT SERVICES

*City of Virginia Beach*
*Virginia Beach, VA*

*Select projects for the Stormwater Management Regulatory Division include:*

### North Landing River Watershed BMP Prioritization

Assisted the City in meeting MS4 TMDL requirements in providing a reduction in total phosphorus (TP). Evaluated all parcel and right-of-way (ROW) areas in the North Landing River watershed to determine site-specific feasibility for SWMF implementation. Performed primary screening to eliminate unsuitable sites and develop a baseline list of parcels and ROWs potentially suitable for SWMFs. Prioritized and ranked sites on suitability and feasibility based on extensive geospatial criteria, scoring, and weighting. Four lists of feasible sites and their rankings were developed: publicly-owned parcels, privately-owned parcels, ROW areas, and existing SWMFs eligible for retrofit. Determined TP load reductions for sites, preliminary design costs, and conceptual design details to include in a CIP program for the top ten sites that provide the greatest volume and pollutant load reductions for the lowest cost.

## SCOPE EXPERIENCE

## RELEVANCE TO LFUCG

- MS4 implementation program for large municipality
- Evaluated effectiveness of control measures and recommended changes to compliance plan
- Water quality monitoring
- Planned for future regulations (TMDLs)

TETRA TECH

### Lynnhaven Park BMP Redesign

Evaluated the existing SWMF and performed field assessment, including a geotechnical analysis, topographic survey, and utility survey. Developed preliminary engineering design for two alternatives, a level 1 constructed wetland and a level 1 wet pond, and prepared a technical memorandum describing a side-by-side analysis of the cost and nutrient removal efficiency for both options. Submitted a drainage report, hydraulic and nutrient loading analysis, hydraulic analysis, and 30-percent design plans for both options.

### Indian River Road BMP Retrofit

Performed site assessment, including a geotechnical evaluation, topographic survey, and utility survey, to determine site constraints and identify opportunities to install a SWMF. Evaluated multiple proprietary and non-proprietary SWMF types. Performed preliminary engineering design, including hydrologic and hydraulic analysis. Compiledall of the site data and analysis into a stormwater report and developed 30-percent preliminary design plans of the SWMFs best suited to that site.

### Street Sweeping Optimization

Collected and reviewed street sweeping data to understand the data inventory, characteristics, and completeness. Evaluated the data to determine the street sweeping frequency and lane miles swept for the Chesapeake Bay and Southern Rivers Watersheds. Based on the evaluation, made recommendations for future street sweeping and data collection to improve the street sweeping program, document overall cost effectiveness, ensure MS4 permit compliance, and optimize street sweeping crediting.

### Lake Joyce Water Quality Improvements

Evaluated multiple sites in the Lake Joyce watershed to determine site-specific feasibility for SWMF implementation. Recommended a site based on a prioritization process and reported total area treated and TPload reduction for less than $50,000 per pound. Developed a conceptual design for the recommended site to provide the greatest phosphorus load reduction for the lowest cost.

### Illicit Discharge Detection and Elimination (IDDE) Training

Coordinated with the City to determine training objectives and software capabilities for online module with audio files and content for a learning management system training for City staff to provide information on causes and impacts of stormwater pollution, requirements of the City's MS4 permit, what is (and is not) an illicit discharge, ways to report, and why it is important.

### SWMF Review

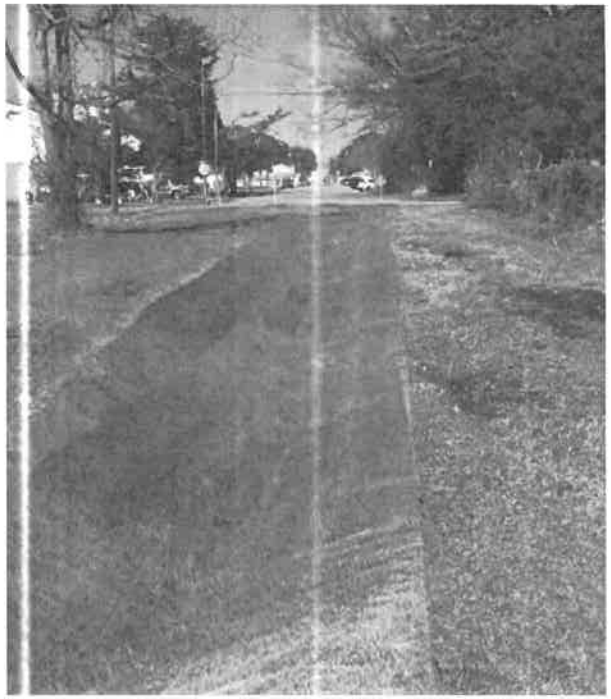
Reviewed and provided comments on proprietary and non-proprietary SWMFs to be used in ROWs and on City property for recommendations to Operations based on SWMF effectiveness and operation and maintenance (O&M) requirements.

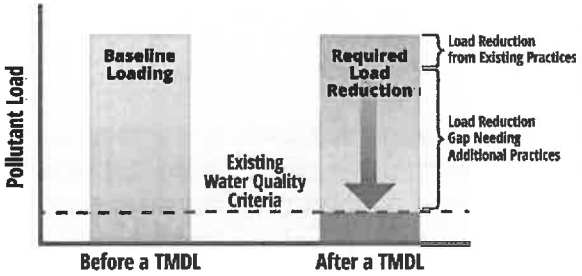
### TMDL Mapping

Prepared a custom map of the overall Southern Rivers Watershed to view open areas thatmay be used to improve water quality.

### Mill Dam Creek Stream Restoration Inspection

Evaluated the Mill Dam Creek Restoration Project based on the inspection form included in the O&M manual developed for the project. Each feature was evaluated, recorded, and photographed. Inspection also included evaluation of Filterra system in the Lynnhaven Park parking lot. Provided recommendations on immediate maintenance needs and recommended managing vegetation and sediment in the long-term.






# MS4 PERMIT SUPPORT AND TMDL PLANNING

*Prince George's County, Dept. of the Environment, Stormwater Management Division | Prince George County, MD*

Since 1992, Tetra Tech has held five back-to-back on-call contracts with Prince George's County for multiservice support to meet requirements associated with their MS4 permit. We have completed more than 250 individual task orders for more than $15 million of support. Through this effort, Tetra Tech provided technical assistanceto help the County with watershed restoration and TMDL implementation planning, while providing blueprints for future restoration efforts throughout the County. This restoration planning has fallen into three main categories: Chesapeake Bay TMDL Watershed Implementation Plan (WIP), local TMDL restoration plans, and other restoration plans.

Tetra Tech developed local TMDL restoration plans for fecal coliform bacteria, nutrients, sediment, biological oxygen demand, and PCBs (polychlorinated biphenyl) for the following watersheds: Anacostia River, Patuxent River (Upper, Middle, and Lower), Rocky Gorge Reservoir, Potomac River, Piscataway Creek, and Mattawoman Creek. In addition, Tetra Tech developed a watershed plan for Western Branch.

For the WIP and all restoration plans, Tetra Tech initially collects and reviews available data for the watershed, including land use, impervious cover, hydrology, climate, soils, water quality monitoring data, biological monitoring data, additional pollutant sources (e.g., sanitary sewer over flow and illicit discharge data), existing restoration activities (BMPs and programmatic) and previous watershed assessments.

After characterizing the watershed, Tetra Tech creates a methodology to develop the restoration strategies. This methodology includes how to determine the baseline and target loads. Tetra Tech developed pollutant reduction strategies that encompass both environmental site design (ESD), stream restoration, structural BMPs, and public outreach and other programmatic initiatives.

All the restoration plans quantified pollutant reduction strategies in terms such as impervious acres treated, estimated load reductions, and percent public involvement.

The plans also include information on funding sources, cost estimates, implementation schedule, proposed public outreach activities, and how the public can become involved in the restoration process. Finally, the plan included information on restoration progress tracking through water quality and biological monitoring and an adaptive management approach.

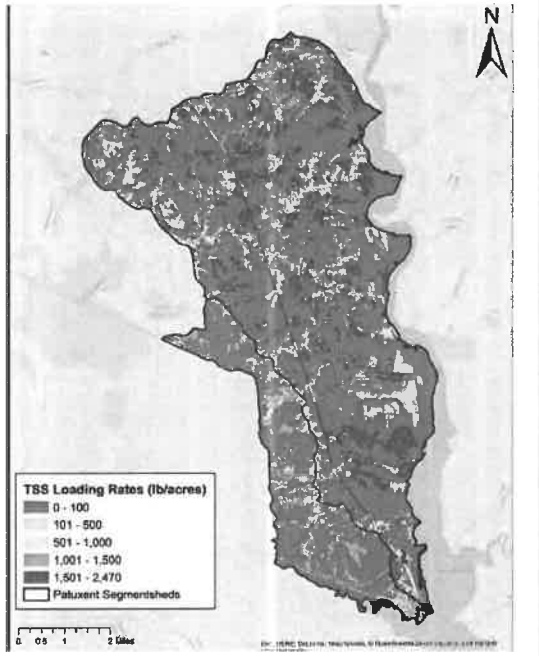
Tetra Tech's restoration projects also include public meeting support, with Tetra Tech conducting and organizing public meetings, including arranging

## SCOPE EXPERIENCE

## RELEVANT TASKS

- MS4 Permit support and TMDL planning for large municipality

TETRA TECH



for publicity, developing meetings materials (including presentations), providing on-site staffing and logistical support, presenting, participating on the question and answer panel, and developing a meeting summary. Tetra Tech also maintains a website for the County with the public meeting information, watershed restoration documents, watershed characterization reports, and TMDL fact sheets, which Tetra Tech developed.

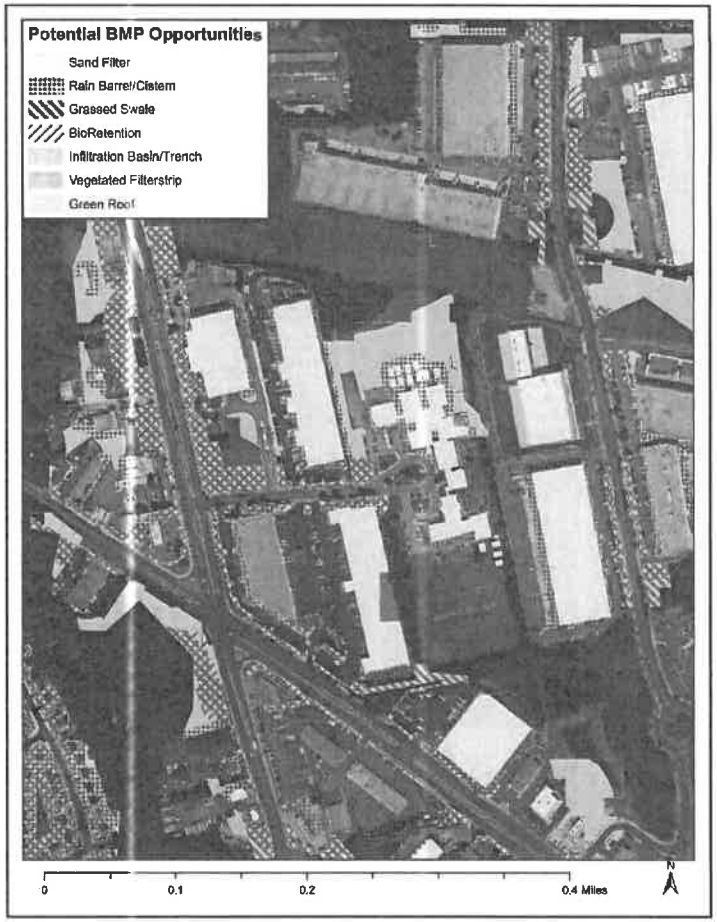
For the 2014 local TMDL restoration plans, Tetra Tech modified the 2013 version of the Watershed Treatment Model (WTM) to calculate the baseline and target loads or traditional ESD practices and stream restoration, in addition to evaluating the benefit of using alternate restoration strategies using land use and impervious cover. The model also incorporated reductions from program initiatives, such as tree planting, street sweeping, and lawn care and pet waste campaigns.

For the 2019 local TMDL restoration plans, the Microsoft Excel Solver Add-in was used to determine the most cost-effective scenarios to meet the load reductions. Solver processes a set of conditions to meet the County's objective: the lowest cost. The main condition was meeting the load reduction targets in every scenario. Other conditions set a range of implementation for ESD practices, outfall stabilization, stream restoration, tree planting, and new wet ponds.

For example, one scenario limited ESD practices to treat runoff from 1 to 150 acres of land. Solver then determined the best value in that range for that scenario. For the 2019 local TMDL restoration plans, the final restoration strategy included eight scenarios of ESD practices, new wet ponds, tree planting, stream restoration, and outfall stabilization, in addition to continued public outreach and education efforts. The scenarios contained different amounts of each BMP type and were presented with the amount of each strategy and estimated costs.

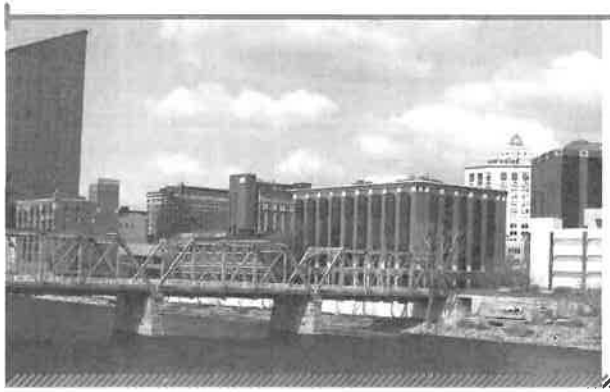
For Western Branch and the 2019 local TMDL restoration plans, Tetra Tech calculated baseline and target loads using the most recent land use and impervious cover data, along with nutrient and sediment loading rates from the Chesapeake Bay model.

These loading rates were used to calculate load reductions from BMPs. Unlike the local TMDL restoration plans, Tetra Tech ran SUSTAIN's BMP Siting Tool to identify potential BMP opportunities throughout the Western Branch watershed. The Siting Tool runs in ArcGIS and takes watershed information (e.g., soils, impervious areas) and constraints (e.g., infiltration basins need to be more than 100 feet from building) to identify land where a BMP could be installed. The results were post-processed in ArcGIS to identify those opportunities on municipal land and different properties (e.g., schools, commercial). Tetra Tech used the County's stream corridor assessment data to identify potential stream restoration and outfall stabilization projects.




The restoration plan included fourscenarios for the County to choose from. The scenarios contained different amounts of each BMP type and were presented with the amount of each strategy and estimated costs.

The plan also includes a description of how to prioritize BMP locations using land ownership, site access, known issues, and location in the watershed.



# MS4/STORMWATER MASTER PLANNING, REGULATIONS, AND DESIGN

*City of Grand Rapids | Grand Rapids, MI*

The City of Grand Rapids and Tetra Tech have enjoyed a very long-term relationship on a wide range of stormwater management engineering services. Tetra Tech's current staff has been assisting the City on water resource related projects since 1990. Work performed over the last three decades has involved a wide range of topics such as policies, procedures, standards, guidance, regulatory compliance, funding, planning, studies, monitoring, modeling, design, construction, site plan review, training, and public outreach. This extensive work has involved both water quantity and quality issues within the municipal stormwater collection system, the natural waterbodies, and on private property.

The City is 45-square-miles in size and has more than 500 miles of stormwater conveyance infrastructure, including both storm sewers and channels, which discharge to the Grand River or one of its tributaries.

**Policies, Procedures, Guidance and Regulatory Compliance**

Stormwater Technical Reference Manual

In 1994 Tetra Tech prepared a stormwater technical reference manual for the City. The manual was updated in 2013 to focuson new design standards to meet water quality treatment, channel protection and flood control; updated precipitation records, new hydrologic calculation methods, as well as the use and application of green infrastructure practices for stormwater management. A set of standard construction details for GI practices was also prepared.

Climate Resiliency

Tetra Tech has worked directly with the U.S. Environmental Protection Agency (EPA) Office of Water on many projects. For one project exploring the linkages between community resiliency and GI, Tetra Tech organized a charrette in the City with community officials and local stakeholders with future rainfall predictions (intensity-duration-frequency curves for mid-century and end of century conditions).

NPDES MS4 Permit

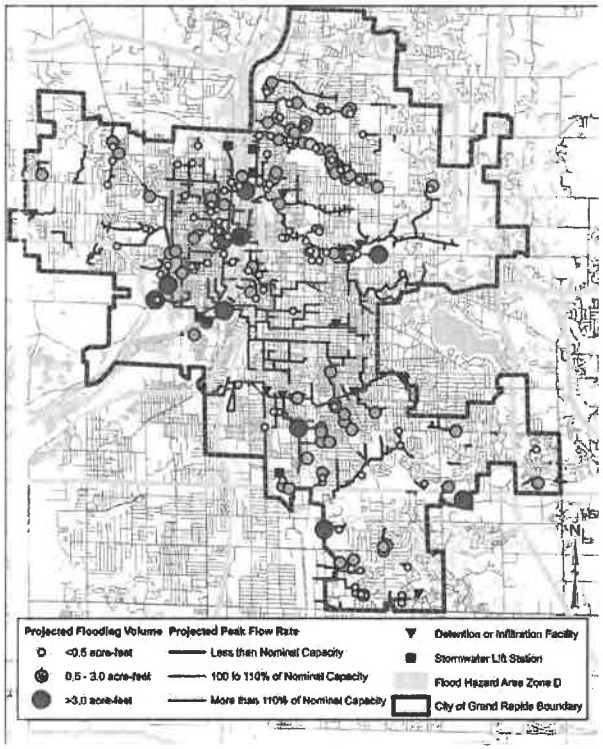
Tetra Tech worked with the city as a Phase I community to prepare Part 1 and 2 of their NPDES MS4 permit. This work involved reviewing the City's legal authority to control stormwater discharges and preparing and adopting new ordinances needed under the regulations.

## SCOPE EXPERIENCE

## RELEVANT TASKS

- MS4 Permit Compliance Services
- TMDL Implementation
- Post-Construction Stormwater Management

TETRA TECH



## Plans and Studies

### Stormwater Master Plan

Tetra Tech developed the City's first ever stormwater master plan in the early 1990s prepared an update to the plan in 2013, and worked on a second update and integrating the information into the City's comprehensive master plan.

### Stormwater Asset Management and Capital Improvement Plan

Tetra Tech developed a 20-year citywide asset management plan for the public stormwater infrastructure system. With over 482 miles of storm sewers and service laterals; 111 miles of open channels and ditches; 27,000 manholes and catch-basins; and 11 pump stations, the current value of the stormwater drainage system is estimated at $523 million. The complete stormwater system was included in an asset management toolset linked to the City's GIS and Cityworks® system.

### Stormwater Collection System Modeling

Tetra Tech developed and calibrated a SWMM model of the stormwater collection system. The model primarily includes approximately 117 miles of 30-inch diameter and larger pipe network, open channel sections, and critical pumping and storage facilities. Model calibration was completed using a combination of automated optimization software (iPOP) and manual methods. Almost 650,000 model simulations were performed to calibrate the model. Capacity analysis included identifying system bottlenecks using a 10-year, 24-hour design storm and flooding frequency analysis for a long-term simulation with 53 years of rainfall records.

### TMDL Implementation Plan

A TMDL Implementation Plan was develop laying out an action plan to identify and remove pollutant sources to meet permit requirements. Exceedances of bacteria criteria were observed throughout the recreation season (May to October). Monitoring data suggested that bacteria was entering the river with runoff from the urban area causing the water quality exceedances. Implementing bacteria source controls was recommended first, and secondarily for structural controls.







# GREEN STORMWATER INFRASTRUCTURE PROGRAM MANAGEMENT

*Detroit Water and Sewerage Department | Detroit, MI*

## SCOPE EXPERIENCE

## RELEVANT TASKS

- MS4 Permit support and TMDL planning for large municipality

TETRA TECH

In 2010, Detroit Water and Sewerage Department (DWSD) and the Michigan Department of Environmental Quality (MDEQ) negotiated a GI program to assist in reducing combined sewer overflows to the Rouge River. This program would replace the then proposed Upper Rouge Tunnel (URT). The GIprogram is part of DWSD's NPDESpermit and includes a requirement to invest $15 million in GI over the period of 2013-2017 and a performance expectation of 2.8 million gallons of stormwater removed from the combined sewer system during a 2-year, 24-hour storm event.

Tetra Tech has been working with DWSD since February 2014 to implement their GI program and its NPDES permit requirements. The primary purpose of the program is the reduction of combined sewage flows through stormwater management. The project is being coordinated with DWSD, the City of Detroit, and a wide variety of other institutional partners. Activities that are being performed by Tetra Tech and our subconsultants under this contract include the following:

### Program Management

Tetra Tech provides program management for DWSD's GIprogram, including project planning, standards development, coordination with agencies and entities, code and ordinance review, and drainage charge credit system.

Tetra Tech also manages the design and construction of the GSI projects that are implemented.

### Policy Development and Update

Tetra Tech reviewed the City's municipal code and made a variety of recommendations regarding GI requirements and incentives. Using an internal city technical advisory committee and extensive external stakeholder involvement, Tetra Tech has developed a new post-construction stormwater management ordinance and is updating the code in numerous other places to remove barriers and incentivize GI. An aspect of the post construction stormwater ordinance is a mechanism to allow alternative compliance by implementing stormwater management in other locations that may both aid the developer in the financial viability of their project and aid DWSD in the control of stormwater to those CSO discharges that are not yet controlled.

### Standards and Manual Development

To supplement the ordinance, a series of policy and design manuals are being prepared along with associated checklists, standards, specifications, and details.

These design guidance materials are specifically geared at the conditions present in the City of Detroit, considering a primary goal of volume control (including both retention and detention) that will reduce the potential for combined sewer overflows. This contrasts with many GSI manuals that are primarily focused on water quality aspects versus volume reduction. The information is being developed for both parcels and public (right-of-way) projects.

### Drainage Charge

Tetra Tech is supporting the City's drainage charge update in the following aspects: policy development, impervious cover analysis, property characterizations, data review and updates, drainage charge credit system development and outreach. The drainage charge is a critical component of DWSD's revenue stream, funding the entirety of the CSO control program capital and operations and the treatment of wet weather flow at the WWTP.

### Plan Development

Tetra Tech completed the DWSD GI Plan (update) in August 2014. The plan considers requirements of the NPDES Permit and will lead to the reduction of storm

water inputs into the DWSD combined sewer system, aiding in the reduction of CSO discharges. The plan establishes a balanced suite of activities that consider long-term and short-term objectives, balancing institutional structures with project implementation. GI project types identified in the plan include GI on public properties of various types, land assembly and large-scale greening, right-of-way bioretention and curb extensions, street runoff diversion onto parcels and community enhancement projects with parcel and roadway bioretention and impervious area removal. A significant emphasis is on institutional structures that will result in more GSI through private property actions.

### GSI Geographic Prioritization

In 2016, Tetra Tech updated the prioritization analysis for placement of GSI to specifically address the following criteria: CSO overflow volume reduction (defining what percentage of stormwater runoff converts to CSO discharge); CSO gray infrastructure cost avoided (based on actual defined gray projects and distribution of those costs over the tributary area); areas with severe basement backup; and neighborhoods where GSI interventions could help with stability. This effectively allowed for geographic prioritization based on triple bottom criteria. The result prioritized rankings at a subcatchment level comparable in size to census blocks.

### Opportunity Assessment

This effort involves identifying locations where innovative GI practices could be implemented to reduce CSO discharges, evaluating the locations relative to the projects' ability to impact the combined sewer system, be cost-effective, and provide additional community benefits among other metrics.

### Project Implementation

Dependent on project type and lead agency, some components of the GI program are being implemented as a design-build effort. Tetra Tech is supporting coordination with institutional partners and agencies for implementation of those projects. In addition, a number of foundations and other entities are investing in such community green infrastructure. Facilitating strategic investments is part of this effort. Specific examples of implementation projects include downspout disconnections (residential and non-residential buildings), public facilities flow management, park flow management, demolitions and removal of structures on vacant properties, tree planting, and transportation corridor flow management. Design of these projects requires coordination with multiple agencies, departments and stakeholders throughout the City. Tetra Tech provides design services and assistance in coordinating cross-department goals.

### Communication and Outreach

Successful implementation and effective maintenance of GI requires sustained communication. Tetra Tech led the efforts on behalf of DWSD to communicate, coordinate, and collaborate with key partners on both public and private property. Tetra Tech develops and implements project-level outreach strategies, tailored to the goals of the GI project and the characteristics of the stakeholders. Outreach elements include project fact sheets, community meetings, presentation materials, stakeholder mailers, DWSD website updates, media events, and coordination with community leaders and organizations prior to, during, and after each project. Tetra Tech worked on behalf of DWSD to contribute to the development of a citywide GI outreach strategy and branding approach in collaboration with other citywide GI partners to promote unified GI messages throughout Detroit.

### Performance Assessment

Performance assessments include a broad array of issues such as GIpractice sustainability, community acceptance, comprehensive flow monitoring to determine the change in hydrologic characteristics and plant and vegetation health and growth (for practices with vegetation), accumulation of sediment, accumulation of trash and debris, and soil characteristics. Lessons learned through the assessment process are then incorporated into revisions to the program as part of an adaptive management approach to the GI program. Tetra Tech is collaborating with the University of Michigan on a research project that addresses social impact of GSI implementation and approaches to maximize social benefits.



# MS4
# PERMIT COMPLIANCE

*Genessee County Drain Commissioner's Office | Genessee, MI*

Tetra Tech began working with Genesee County, its communities, the Genesee County Drain Commission, and the Road Commission on the NPDES MS4permits in 2001 and continues to this day. As part of the project, we worked with the 33 communities to develop and apply for the permits in 2002 using a watershed approach. Five major watershed planning areas were delineated within the county and each of the major watersheds was divided into a total of 30-sub watershed planning areas. Community officials, stakeholders, and the general public were engaged throughout the process and were consulted in developing the goals, desires, and concerns in the watershed. We prepared a detailed action plan to meet the goals and measurables developed to track progress over time. The team also formulated a plan to ensure sustainability. Watershed management plans were prepared for each of the major five watersheds.

Over the years, we have assisted the County and communities with all aspects of the MS4 permit, such as public education and participation, planning, development, implementation and assessment; illicit discharge detection and elimination (IDDE) training, tracking and fieldwork; good housekeeping training and tracking; recommended policy and procedure changes for post construction stormwater control measures; reporting; and permit negotiations.

Where possible, we helped secure outside funding for the program, for example, through a $209,000 Clean Michigan Initiative grant to initiate the illicit discharge program.

Tetra Tech has led Genesee County's IDDE program since 2004 (also known as Illicit Discharge and Elimination Program [IDEP]in Michigan). We have evaluated over 500 drain miles and more than 8,000 screenings. Investigations include: identifying locations of the outfalls and drains to be investigated; conducting initial screenings during dry weather conditions; recording visual and olfactory observations; collecting water samples for chemical and biological analysis; tracking the source of potential illicit discharges upstream; dye testing; televising if necessary; and storing and tracking all the data in a web–based database. Genesee County selects approximately 20% of its system to evaluate for illicit connections each year.

Recently, we have helped with education activities focusing on BMP and IDDE training, updating graphics, messaging and the communication approach, developing new education content, and offering some workshops to local consultants. In addition, we review ongoing water quality monitoring programs looking for changes and trends in the data. We conduct internal audits of municipal facilities to proactively assist the communities with meeting permit requirements and use these internal audits as an informative training opportunity.

## SCOPE EXPERIENCE

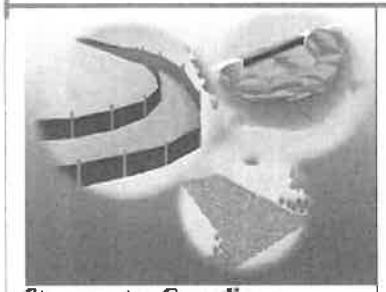
## RELEVANT TASKS

- IDDE, Post-Construction, Good Housekeeping, and Reporting Services for Phase II MS4 municipality

TETRA TECH

Each year we prioritize and conduct illicit discharge field investigations for approximately 250 to 300 outfalls. We attend and help at sub-committee meetings and provide general strategic planning, administrative, and as-needed assistance.






# MS4 PHASE II PROGRAM SUPPORT

*Minnesota Pollution Control Agency | Statewide, MN*

Tetra Tech developed two technical guidance manuals as part of a statewide toolkit to assist the Minnesota Pollution Control Agency in implementing stormwater requirements at small construction sites. The first guidance explained the stormwater regulatory requirements to small construction operators, while the second guidance explained the construction site inspection process to delegated state inspectors.

The Stormwater Compliance Assistance Toolkit for Small Construction Operators is a 44-page guide that explains the MPCA construction stormwater permit, how to develop a stormwater pollution prevention plan (SWPPP), how to select BMP, and how to comply with the permit. In addition, Tetra Tech developed a construction SWPPP template that was included as an appendix.

The Stormwater Construction Inspection Guide is a 32-page document targeted to MPCA construction inspection staff and delegated inspectors. The guide explains how to conduct a construction site inspection, including required preparation before the inspection, entry procedures, records review procedures, site inspection techniques, and exit interview tips.

The guide also provides tips on what inspectors should look for when inspecting common BMPs.

Finally, the guide includes information on enforcement and an example photo log page. Tetra Tech also developed a companion Stormwater Construction Inspector's Field Guide with the critical information needed during a field inspection formatted into a pocket guide.

During 2017 – 2019, Tetra Tech also updated various construction-related chapters of the Minnesota Stormwater Manual, including sections on site stabilization, perimeter control, working in/near surface waters, pit dewatering, chemical treatment, sediment filtration, buffer zones, temporary stream crossings, and BMP removal. Revised sections addressed Construction General Permit relevance and applicability, siting/sizing/design requirements, engineering details, operation/maintenance, cost, and other aspects of each BMP, posted at: https://stormwater.pca.state.mn.us/index.php?title=Construction_stormwater_program

## SCOPE EXPERIENCE

## RELEVANT TASKS

- Expertise with state level perspectives on MS4 program requirements

TETRA TECH



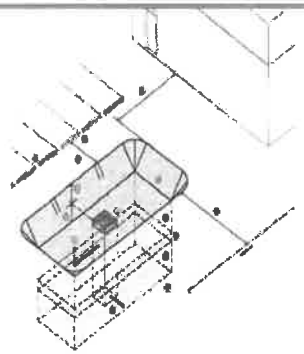
*Attachment A: Construction SWPPP Template*

**Stormwater Pollution Prevention Plan (SWPPP) Template to comply with the General Stormwater Permit for Construction Activity (MN R100001)**

*IMPORTANT:* Before completing this SWPPP, you must read and understand the requirements in the General Stormwater Permit for Construction Activity (MN R100001) available from MPCA at: www.pca.state.mn.us/water/stormwater/index.html. An overview of the permit is available from MPCA at www.pca.state.mn.us/publications/wq-strm2-06.pdf. This SWPPP Template will help you complete information required in Parts III and IV of the permit.

| Construction Activity Information | | |
|---|---|---|
| Project Name | | |
| Project Location | | |
| City or Township | | State, Zip Code MN |
| All cities where construction will occur | | |
| All counties where construction will occur | | All township(s) where construction will occur |
| Project Size (number of acres to be disturbed) | | |
| Project Type | | |
| ☐ Residential | ☐ Commercial/Industrial | ☐ Road Construction |
| ☐ Other (describe) | | |
| Cumulative Impervious Surface | | |
| Existing area of impervious surface (to the nearest quarter acre) | | |
| Post construction area of impervious surface (to the nearest quarter acre) | | |
| Receiving Waters | | |
| Name of Water Body | Type (ditch, pond, wetland, lake, stream, river) | Appendix A special water? ☐ Yes ☐ No |
| | | ☐ Yes ☐ No |
| | | ☐ Yes ☐ No |
| | | ☐ Yes ☐ No |

Compliance Assistance Toolkit ..... 33



# STORMWATER DESIGN MANUAL

*City of Dublin | Dublin, OH*

The City of Dublin hired Tetra Tech to revise their Stormwater Design Manual to address the new Bridge Street Corridor form-based development code. The manual provided guidance and policies on effective and preferred stormwater management approaches within the Bridge Street Corridor. This includes managing stormwater runoff from site development, streets and streetscapes (including planned new streets), and open spaces.

The following highlights exemplify this project:

The new Bridge Street Corridor form-based code was reviewed for its freedom in facilitating stormwater BMPs.

Stormwater BMP guidance summaries were developed consisting of a concise table of design requirements and calculations for each stormwater BMP.

Accompanying each stormwater BMP guidance table is an isometric diagram of the BMP. Please refer to the image above. The diagram correlates major design elements with the elements from the guidance table. The primary advantage of using an isometric rather than a two-dimensional drawing is that it can show BMP setback distances from buildings, pavement, and property lines.

A chapter of the manual is dedicated to correlating the form-based code with applicable stormwater BMPs. For example, the form-based code dictates specific requirements for a building type, such as an apartment building, including setbacks, required building zones, roof pitch, and location of parking. The manual interprets this code and indicates which BMPs are appropriate for an apartment building and also the suitable BMP placement. In addition to building type, stormwater BMPs are correlated with street types, neighborhood standards, open space types, and site development standards.

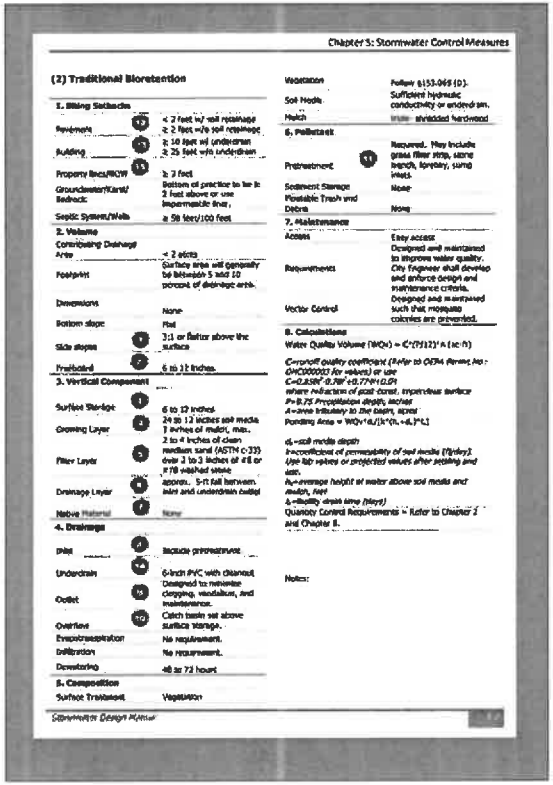
A section of the manual addresses managing stormwater cooperatively with other site developments. This section covers cooperative design criteria, shared stormwater system agreements, and long-term operation and maintenance considerations.

## SCOPE EXPERIENCE

## RELEVANT TASKS

- Stormwater design standards for form-based code/redevelopment

TETRA TECH


Chapter 5: Stormwater Control Measures

(2) Traditional Bioretention

1. Siting Setbacks

| | | |
|---|---|---|
| Pavement | 10 | < 2 feet w/ soil roadbed<br>≥ 2 feet w/o soil roadbed |
| Building | 11 | ≥ 10 feet w/ underdrain<br>≥ 25 feet w/o underdrain |
| Property line/ROW | 13 | ≥ 2 feet |
| Groundwater/Karst/ Bedrock | | Bottom of practice to be ≥ 2 feet above or use impermeable liner. |
| Septic System/Wells | | ≥ 50 feet/100 feet |

2. Volume

| | | |
|---|---|---|
| Contributing Drainage Area | | < 2 acres |
| Footprint | | Surface area will generally be between 5 and 10 percent of drainage area. |
| Dimensions | | None |
| Bottom slope | | Flat |
| Side slopes | 6 | 3:1 or flatter above the surface |
| Freeboard | 7 | 6 to 12 inches. |

3. Vertical Component

| | | |
|---|---|---|
| Surface Storage | 1 | 6 to 12 inches |
| Growing Layer | 2 | 24 to 12 inches soil media<br>3 inches of mulch, max. |
| Filter Layer | 3 | 2 to 4 inches of clean medium sand (ASTM C-33) over 2 to 3 inches of #8 or #78 washed stone |
| Drainage Layer | 4 | approx. 5-ft fall between inlet and underdrain outlet |
| Native Material | 7 | None |

4. Drainage

| | | |
|---|---|---|
| Inlet | 9 | Include pretreatment |
| Underdrain | 5 | 6-inch PVC with cleanout. Designed to minimize clogging, vandalism, and maintenance. |
| Outlet | 15 | |
| Overflow | 10 | Catch basin set above surface storage. |
| Evapotranspiration | | No requirement. |
| Infiltration | | No requirement. |
| Dewatering | | 48 to 72 hours |

5. Composition

| | |
|---|---|
| Surface Treatment | Vegetation |
| Vegetation | Follow §153.065 (D). |
| Soil Media | Sufficient hydraulic conductivity or underdrain. |
| Mulch | Shredded hardwood |

6. Pollutant

| | | |
|---|---|---|
| Pretreatment | 11 | Required. May include grass filter strip, sump length, forebay, sump inlets. |
| Sediment Storage | | None |
| Floatable Trash and Debris | | None |

7. Maintenance

| | |
|---|---|
| Access | Easy access |
| Requirements | Designed and maintained to improve water quality. City Engineer shall develop and enforce design and maintenance criteria. Designed and maintained such that mosquito colonies are prevented. |
| Vector Control | |

8. Calculations

Water Quality Volume (WQv) = C*(P)(12)*A (ac-ft)

C=runoff quality coefficient (Refer to OEPA Permit No: OHC000003 for values) or use C=0.858*I^0.78*P^0.774*I^0.04

where I=fraction of post-const. impervious surface

P=0.75 Precipitation depth, inches

A=area tributary to the basin, acres

Ponding Area = WQv*d_s/[k*(h_a+d_s)*t_s]

d_s=soil media depth

k=coefficient of permeability of soil media (Typical Use lab values or projected values after settling and use.

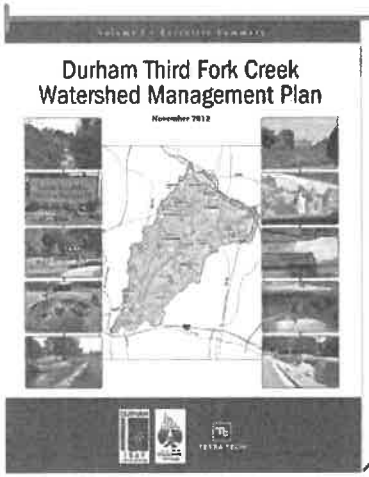
h_a=average height of water above soil media and mulch, feet

t_s=drain time (days)

Quality Control Requirements = Refer to Chapter 3 and Chapter 8.

Notes:

Stormwater Design Manual




# THIRD FORK CREEK WATERSHED PLAN AND GENERAL PROGRAM SUPPORT

*City of Durham | Durham, NC*

Tetra Tech prepared a Watershed Management Plan for Third Fork Creek for the City of Durham's Stormwater Services Division and developed a comprehensive implementation strategy for restoring watershed function and protecting the downstream public water supply in Jordan Reservoir. Tetra Tech also provided support for Stormwater Program enhancement.

Tasks involved data compilation and analysis, stakeholder interviews, field surveys to assess condition and identify management opportunities, and setting of goals and objectives for the City's broader watershed approach and specific to the Third Fork Creek watershed.

Tetra Tech developed a continuous hydrodynamic watershed model (SWMM) to help assess water quantity and quality management needs, predict future conditions, and evaluate the effectiveness of alternative management options. Model development included working with the City to refine existing GIS-based land use and land cover (LULC) data and to generate future LULC for model application. Existing stormwater BMPs were identified and incorporated with the SWMM model.

Tetra Tech helped the City prioritize stormwater retrofits and stream restoration opportunities using a variety of criteria including cost-effectiveness.

Conceptual engineering designs were developed for several selected upland stormwater BMP and instream restoration sites. Tetra Tech also identified and prioritized critical lands for protection/ preservation and helped to update the City's Riparian Management Manual, including specifics on invasive species for the Third Fork Creek watershed.

In addition to tasks specific to the Third Fork Creek Watershed, Tetra Tech provided a number of services that pertain to citywide programs: Local stormwater codes, ordinances, policies and procedures have been reviewed for refinement needs. Similarly, BMP maintenance standards, protocols and policies were reviewed for potential refinement. Throughout the project, Tetra Tech facilitated coordination with a team of City staff from programs needing to integrate efforts.

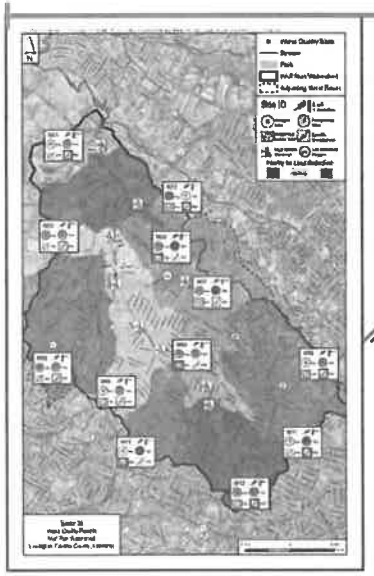
## SCOPE EXPERIENCE

## RELEVANT TASKS

- Watershed and TMDL planning expertise

TETRA TECH

Results from the watershed characterization, goals development, prioritization analyses, strategy development, pilot project preliminary designs, and implementation studies were compiled into a three-volume master watershed management plan set of documents for the City.



# SECTION 319 (H) WATERSHED-BASED PLAN, WOLF RUN WATERSHED

*Lexington-Fayette Urban County Government | Lexington, KY*

Tetra Tech team member, Third Rock embraces a watershed-scale approach to restoring our waters to swimmable, fishable resources. Third Rock engineers, aquatic ecologists, wetland scientists, and data analysts combine to provide a level of excellence unique and unparalleled in this region. Third Rock experienced staff has years of collective expertise in the areas of watershed planning, watershed-scale water quality monitoring, and design and implementation of best management practices. That expertise was invaluable in the development of the Wolf Run and Cane Run Watershed-Based Plans (WBP) for the Lexington-Fayette Urban County Government (LFUCG) and Kentucky Division of Water (KDOW), respectively.

The **Wolf Run Watershed** is Lexington's most highly urbanized watershed with about 40% of the surface covered with impervious material. The 13.5 miles of perennial streams and tributaries in the watershed drain an area of 10.18 square miles. The watershed has significant karst development including Preston's Cave, McConnell Springs, and Kenton Blue Hole among other features which complicates the hydrology by redirecting groundwater from the adjacent basins. Wolf Run Creek is listed as impaired on the 303(d) list for nonsupport of primary and secondary contact recreation and partial support of warm water aquatic habitat with cause including fecal coliform, nutrient / eutrophication biological indicators, and specific conductance from a number of suspected sources.

**Third Rock was contracted in 2010 by LFUCG to develop the Wolf Run WBP with the goal of identifying the sources of pollution and the remediation efforts necessary to return the stream to its designated uses.** The Wolf Run Watershed Council was also formed in December 2010 to receive input from the community on citizen desired goals and objectives for the watershed, to provide local knowledge on specific issues within the watershed, and to provide review and feedback on the WBP progress. All available data was compiled and reviewed by Third Rock to evaluate the additional data necessary to complete the WBP and implement its collection. To that end, Third Rock worked with the Friends of Wolf Run to conduct supplemental biological and water quality monitoring, and geomorphic and habitat assessment, over a 12-month period.

Biological monitoring results indicated that the aquatic macroinvertebrate community ranged from "poor" to "very poor."

## SCOPE EXPERIENCE

## RELEVANT TASKS

- Watershed planning in Kentucky

THIRD ROCK CONSULTANTS

Water quality monitoring results indicated nitrogen, phosphorus, dissolved oxygen, ammonia, specific conductance, suspended solids, and E. coli each exceed benchmarks for one or more events. A watershed-wide specific conductance survey (373 measurements in 8 days) indicated the highest concentrations were in the headwaters of Wolf Run, Vaughn's Branch, and the Big Elm Tributary. Geomorphic assessment indicated the streams are generally over-widened and entrenched with significant channel alteration, bank armoring and bedrock substrate on many reaches. And habitat assessed at 33 reaches resulted in only 2 of the 33 reaches achieving a "fair" narrative criteria and all others rating "poor."

Based on these results, the Wolf Run Watershed Council devised general goals and objectives for the watershed and recommended the types of Best Management Practices and locations for implementation.

Further, an Outreach Campaign Subcommittee was organized to develop an education and outreach plan for the watershed and a Water Quality BMP

Technical Subcommittee was organized to review the Council recommendations and develop an implementation strategy with prioritized projects.

**In January 2013, a comprehensive implementation plan was developed based on these efforts and presented for public comment. The plan identifies 138 BMP project opportunities in the watershed, 62 high priority, 32 medium priority, and 44 low priority projects.**

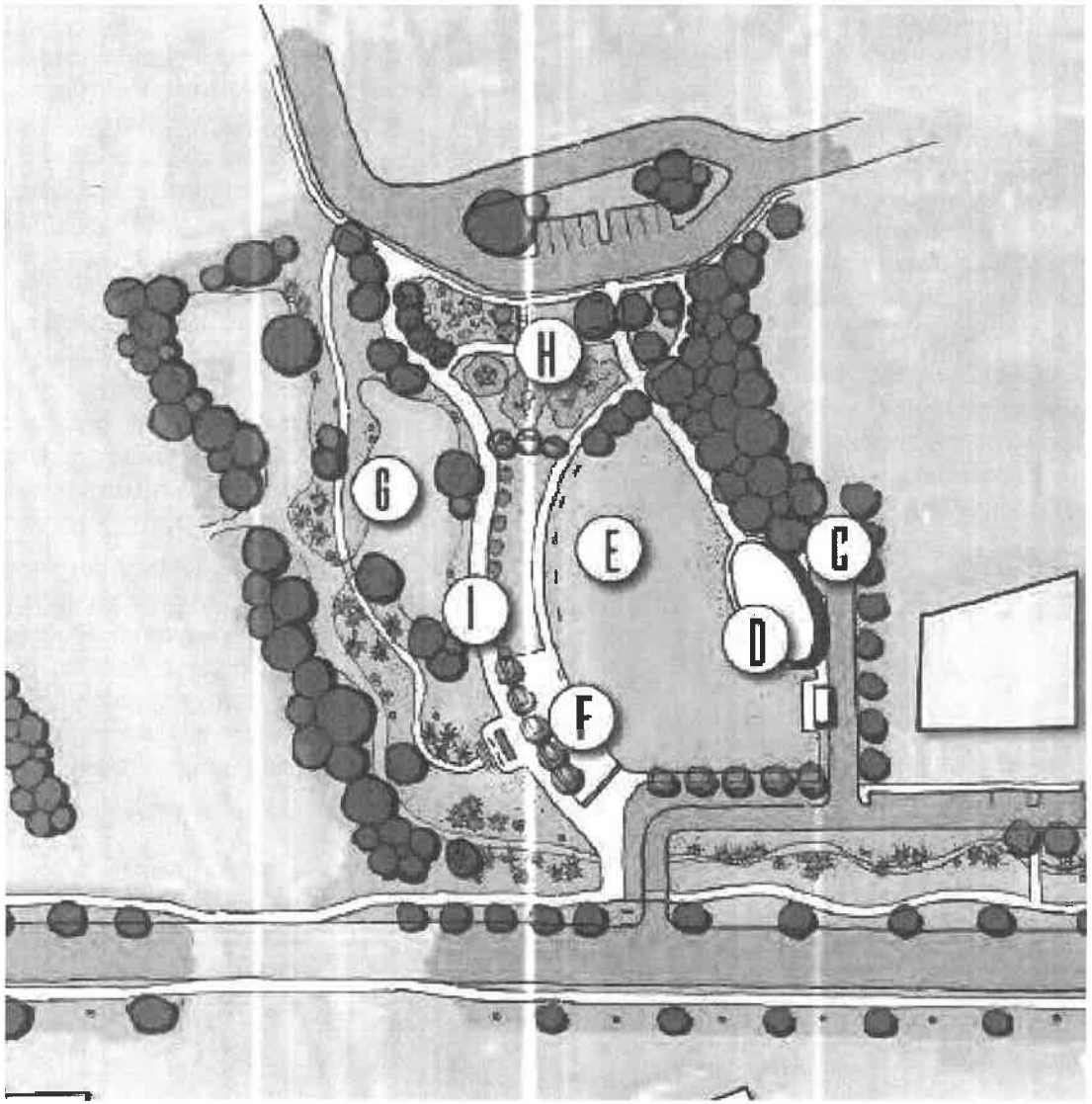
Additional stream and habitat improvement opportunities include 3.5 miles of stream restoration, 5.6 miles of riparian buffer restoration, and approximately 850 feet of bank stabilization. Wetland creation or expansion is proposed for approximately 20 acres and enhancements are proposed at two springs.

Beginning in 2016, Third Rock worked collaboratively with Banks Engineering and LFUCG to evaluate structural and street flooding within Lexington's Wolf Run Watershed and developed improvement projects to address flooding and improve water quality that are reasonable and cost-effective. Projects included in the Wolf Run WBP BMP Implementation Plan were prioritized.

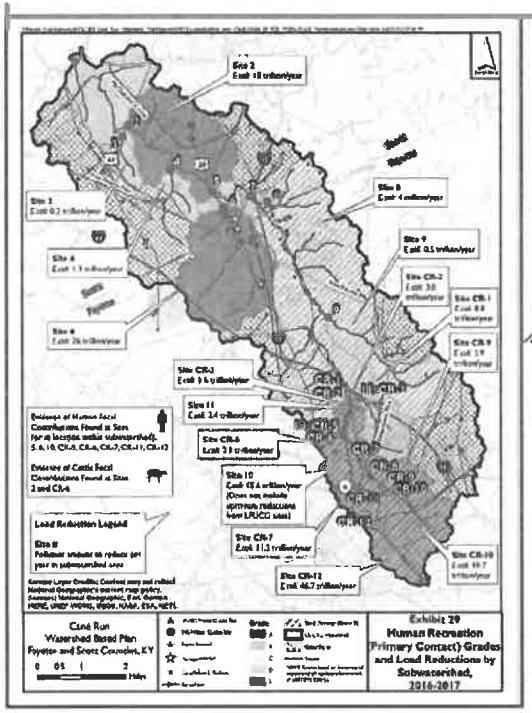
**One such project involved the construction of stormwater and GI in Lexington's WGPL neighborhood where stormwater is routed to a LFUCG-owned green space, locally called Pensacola Park, adjacent to Wolf Run.**

Third Rock sited and designed two bioswales and a bioretention area within the park to receive and treat stormwater runoff, while keeping with existing master plan for the area. Because of its location, both in terms of its accessibility and visibility, the GI projects provide a unique opportunity to educate the public regarding the function of bioswales and bioretention areas and the treatment of stormwater runoff.

Third Rock designed the GI features with a paved access trail and room to accommodate future recreational amenities to enhance the experience of users of Pensacola Park.




*Pensacola Park / Southland Drive Master Plan Location of Green Infrastructure*




# SECTION 319 (H) WATERSHED-BASED PLAN, CANE RUN WATERSHED

*Kentucky Division of Water | Lexington, KY*

Tetra Tech team member, Third Rock was contracted by the KDOW in 2016 to develop the Cane Run WBP, supplementing the University of Kentucky's 2011 WBP with monitoring and analysis sufficient to evaluate previously undocumented urban sources. Cane Run Watershed is in north central Lexington, Fayette County, and southwestern Scott County, Kentucky. The headwaters of Cane Run originate in central Fayette County and flow north into Scott County. Once Cane Run crosses into Scott County it flows northwest to its confluence with North Elkhorn Creek just west of the City of Georgetown. Cane Run was first listed as impaired for aquatic life in the 1998 303(d) list of Kentucky impaired waters, with river mile 10.0 to 17.4 listed for organic enrichment biological indicators and pathogens (fecal coliform).

In subsequent years, additional segments and causes were listed, including impairment to warm water aquatic habitat (WAH) due to sediment, and recreational uses due to pathogens, nutrients/ eutrophication, and organic enrichment (sewage) by 2002. The entire main stem (17.4 miles) of Cane Run was listed for at least one type of impairment by 2002.

To evaluate the water quality within the Cane Run watershed, historic monitoring data was compiled and analyzed to characterize the condition of the aquatic life, habitat, and water quality in the watershed. Generators of historic surface water quality data for the watershed within Cane Run include LFUCG, the City of Georgetown, University of Kentucky Environmental Research and Training Laboratory (UK ERTL), KWRRI, University of Kentucky College of Agriculture's Biosystems and Agricultural Engineering Department (UK BAE), KDOW, and Kentucky River Watershed Watch (KRWW). These studies were conducted at various locations throughout the watershed over multiple years and for different parameters.

Much of the historic data was collected in 2008-2009 or prior and was therefore dated and monitoring gaps in Scott County and the urban headwaters of Lexington needed to be fulfilled for the WBP to be comprehensive.

## SCOPE EXPERIENCE

## RELEVANT TASKS

- Watershed planning in Kentucky

THIRD ROCK CONSULTANTS

To address those needs, Third Rock developed and implemented two supplemental monitoring plans under Third Rock's approved quality assurance project plan (QAPP; Third Rock, 2016a). All WBP supplemental monitoring was performed by Third Rock staff.

Water quality monitoring included sampling at 11 additional sites for 12 events between June 2016 and May 2017 and microbial source tracking using quantitative polymerase chain reaction for DNA markers of human and ruminant fecal contributions at select sites to elucidate bacterial pollution sources.

Additionally, biological monitoring consisting of macroinvertebrate sampling and habitat assessment was conducted at eight locations, and a severe erosion survey of streams was conducted to identify high priority areas for implementation of bank stabilization or stream restoration BMPs.

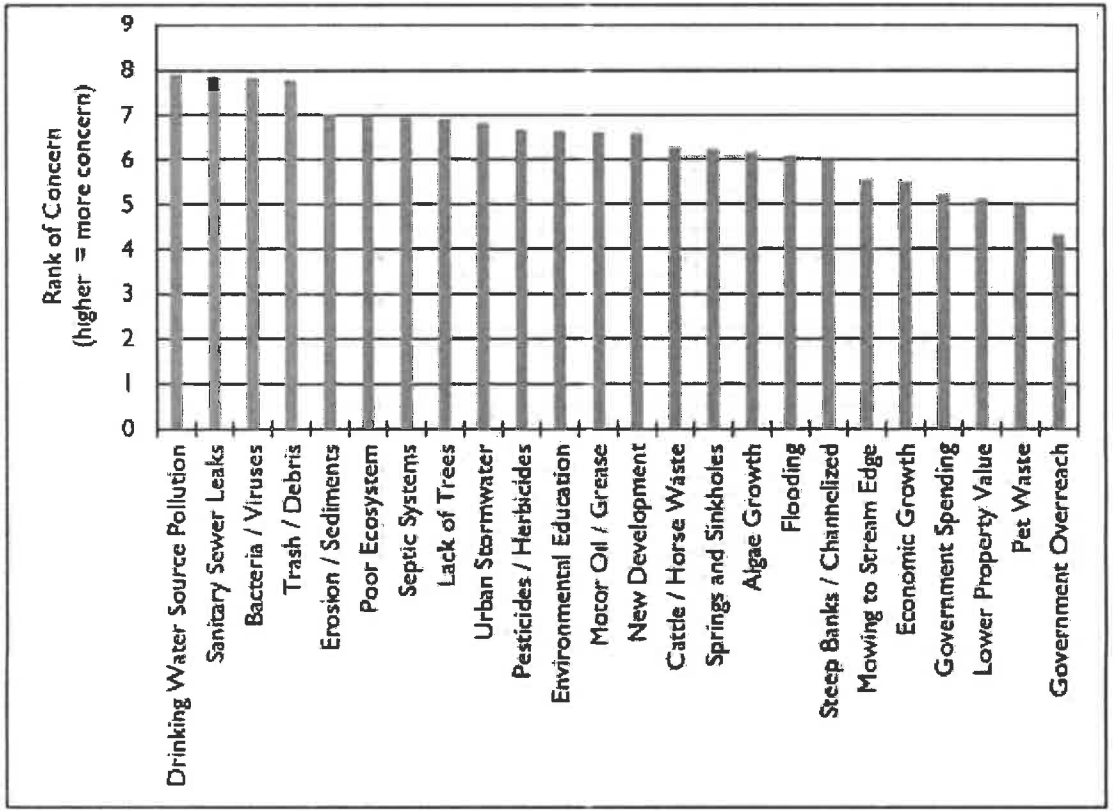
In addition to extensive data compilation and analysis, public meetings, technical advisory meetings, small group meetings, urban outreach activities, and other efforts contributed to development of the WBP. Goals identified during the watershed planning process included the following:

1. Decrease bacterial levels to allow for safe recreational use
2. Reduce nutrient concentrations (nitrogen and phosphorus) to healthy levels
3. Improve the stream and riparian habitat to support a healthy aquatic ecosystem, including stream restoration/stabilization to reduce bank erosion
4. Decrease velocity and volume of stormwater to Cane Run and tributaries in developed areas
5. Remove trash from waterways and riparian zones
6. Educate the community on the importance of water resources and how they can help improve water quality

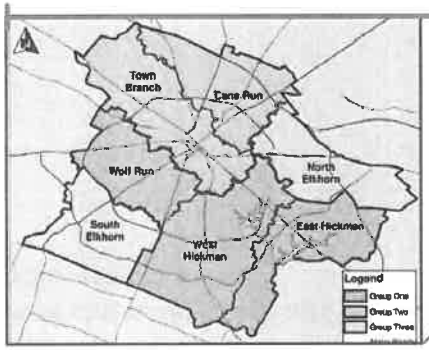
The watershed goals and objectives were used as a framework to identify and prioritize BMP projects and opportunities necessary to restore the designated sues to the watershed's streams and achieve the plan goals and objectives. A BMP Implementation Plan was incorporated to guide watershed remediation efforts and represent the type and scope of projects that will be required to meet watershed goals. Each BMP was prioritized as high, medium, or low.

High priority BMPs include areas or audiences which are considered necessary to achieve watershed goals, are believed to provide the greatest benefit to the watershed, and which have stakeholder cooperation and support, and may have secured funding as well.
Medium priority BMPs typically target areas or audiences where BMPs are needed, but it is unknown if stakeholders are willing to pursue implementation. Low priority BMPs would be beneficial in improving conditions in the watershed but are in areas where pollutant loading reductions are not required or the implementation is less feasible /effective.

The WBP was finalized in June 2019 and approved by EPA later that year. BMPs are currently in various stages of implementation, with ongoing projects in both Fayette and Scott Counties administered by LFUCG and the Georgetown Municipal Water and Sewer Service (GMWSS).




*Ranking of Water Quality Concerns in the Cane Run Watershed*




# ENVIRONMENTAL ANALYSIS, DESIGN, AND PERMITTING SANITARY SEWER CAPITAL PROJECTS

*Lexington-Fayette Urban County Government | Lexington, KY*

The LFUCG Consent Decree (CD) requires LFUCG to eliminate recurring sanitary sewer overflows (SSOs) and unpermitted bypasses at wastewater treatment plants within 11 to 13 years of its effective date (2011). In response, LFUCG's Sanitary Sewer System and WWTP Remedial Measures Plan (RMP) was developed by Hazen and Sawyer. The RMP documents LFUCG's implementation approach and capital cost estimates organized by major sewersheds within the LFUCG service area. Proposed improvements are divided into distinct projects, and each project is prioritized based on frequency and severity of SSOs and potential health risks to the public while considering necessary "predecessor" projects.

Between 2011 and 2015, Third Rock acted as a subconsultant to Hazen to assess potential environmental impacts, including those to jurisdictional water resources, associated with early RMP projects. Initial task orders included Phase I and II Environmental Site Assessment and water resource assessment associated with 15 RMP projects in the Town Branch, Cane Run, East Hickman, West Hickman, and Wolf Run sewersheds.

Third Rock engineers were also tasked with the development of typical stream restoration details, technical specifications, and supporting guidance documents for future use by LFUCG design consultants to prevent degrading stream and ecological function during RMP infrastructure installation. Subsequently LFUCG requested supplemental site-specific stream crossing locations, infrastructure constraints (stream), and horizontal layout recommendations for RMP projects in three sewersheds.

Between 2016 and 2020, Third Rock worked closely with Tetra Tech and other design consultants under contract with LFUCG to deliver 11 additional RMP bid packages. Consultants included GRW Engineers, Inc., HDR Engineering, Inc., Strand Associates, Vision Engineering, and Kentucky Engineering Group. Tasks including environmental analysis and planning sufficient to inform preliminary design and secure USACE authorization for impacts to jurisdictional resources. The compilation of Third Rock's involvement in LFUCG's RMP program is illustrated on the following page.

Work involved close coordination with LFUCG's consultant to allow for the avoidance of impacts to jurisdictional water resources, threatened and endangered species habitat, and hazardous soils and/or groundwater whenever practical. With respect to potential impacts to water resources specifically, early coordination with regulatory agencies minimizes the time and expense involved in acquiring permits.

## SCOPE EXPERIENCE

## RELEVANT TASKS

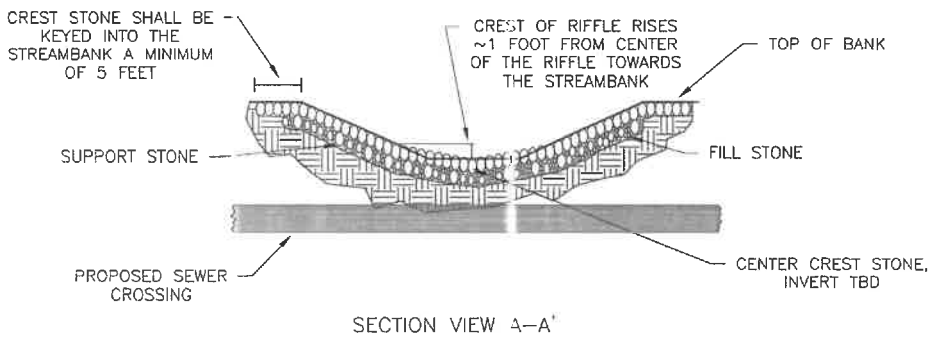
- Design standards to minimize impacts to streams

THIRD ROCK CONSULTANTS

Accurate characterization and quantification of impacts is the crucial first step. When impacts are identified during the initial stages of project design, water resources can be avoided and disturbance minimized which simplifies permitting and minimizes mitigation requirements.

For example, Third Rock was retained by HDR to support the design and construction of the West Hickman 7 Wet Weather Storage Facilities Improvements Project (WH7WWS Facilities), RMP Project No. WH-1. LFUCG's Group 1 RMP calls for the construction of WH7WWS improvements including a wet weather storage (WWS) tank and pump station which would provide five million gallons (MG) of additional system storage for excess wet weather flow. Third Rock ecologists and geologists assessed a proposed disturbance area of 6.6 acres in size, 3.4 acres for the pump station and 3.2 acres for the storage tank.

One intermittent and one perennial stream were identified within the survey area including approximately 697 feet of West Hickman Creek is located within the pump station property. This reach of West Hickman Creek flows into the property from the northeast, through a sharp bend westward, and then into Lexington Reservoir No. 3 off property. Both the unnamed tributary and West Hickman Creek flow directly into other tributaries that ultimately reach navigable waters; therefore, they met the definition of "Waters of the United States," and as such were subject to USACE jurisdiction. HDR was informed that unavoidable impacts to West Hickman Creek would require a 404 Nationwide Permit (#3 - Maintenance or #12 - Utility Lines) issued by the USACE, and 401 Permit to Construct Along a Stream issued by the Kentucky Division of Water (KDOW).



SECTION VIEW A–A'

**KMP IMPLEMENTATION PLAN - SSO ABATEMENT PROJECTS**

| SS | No. | Project Name | Third Rock | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| EH | 1 | East Hickman FM | ★ | | | | | | | | | | | | | |
| | 2 | East Hickman PS | ★ | | | | | | | | | | | | | |
| | 3 | East Hickman WWS Tank | ★ | | | | | | | | | | | | | |
| | 11 | Eliminate East Lake PS | ★ | | | | | | | | | | | | | |
| | 12 | Century Hills Trunk Upsize | ★ | | | | | | | | | | | | | |
| WH | 1 | WH7 WWS Tank | ★ | | | | | | | | | | | | | |
| | 3 | West Hickman Main Trunk B | ★ | | | | | | | | | | | | | |
| | 4 | West Hickman Main Trunk C | ★ | | | | | | | | | | | | | |
| | 6 | West Hickman Main Trunk D | ★ | | | | | | | | | | | | | |
| | 16 | Woodhill Trunk | ★ | | | | | | | | | | | | | |
| | 20 | WH WWTP WWS Tank | ★ | | | | | | | | | | | | | |
| | 21 | WH WWTP Reliability Upgrades | ★ | | | | | | | | | | | | | |
| WR | 8 | Wolf Run WWS Tank | ★ | | | | | | | | | | | | | |
| | 10 | Bob O'Link Trunk | ★ | | | | | | | | | | | | | |
| | 11 | Wolf Run Pump Station | ★ | | | | | | | | | | | | | |
| CR | 1 | Lower Cane Run WWS Tank | ★ | | | | | | | | | | | | | |
| | 2 | Expansion Area 3 PS | ★ | | | | | | | | | | | | | |
| | 3 | Expansion Area 3 FM | ★ | | | | | | | | | | | | | |
| | 4 | Expansion Area 3 Trunk | ★ | | | | | | | | | | | | | |
| | 8 | Sharon Village PS and FM | ★ | | | | | | | | | | | | | |
| | 10 | Upper Cane Run WWS Tank | ★ | | | | | | | | | | | | | |
| TB | 1 | Town Branch WWTP WWS Tank | ★ | | | | | | | | | | | | | |
| | 11 | Town Branch WWTP Reliability | ★ | | | | | | | | | | | | | |
| NE | 7 | Expansion Area 2A Projects | ★ | | | | | | | | | | | | | |

Design
Construction



SECTION 6

# Familiarity with Details of the Project

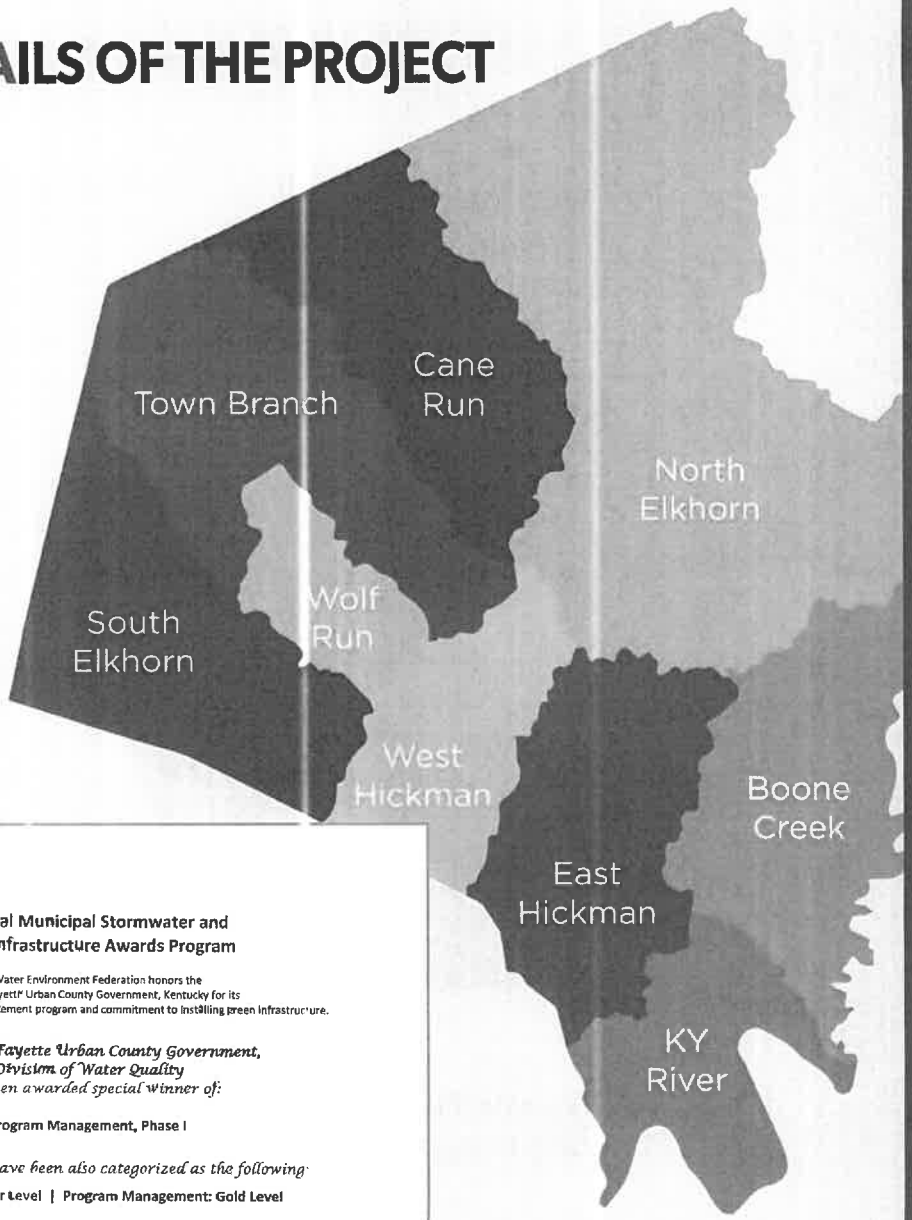
TETRA TECH

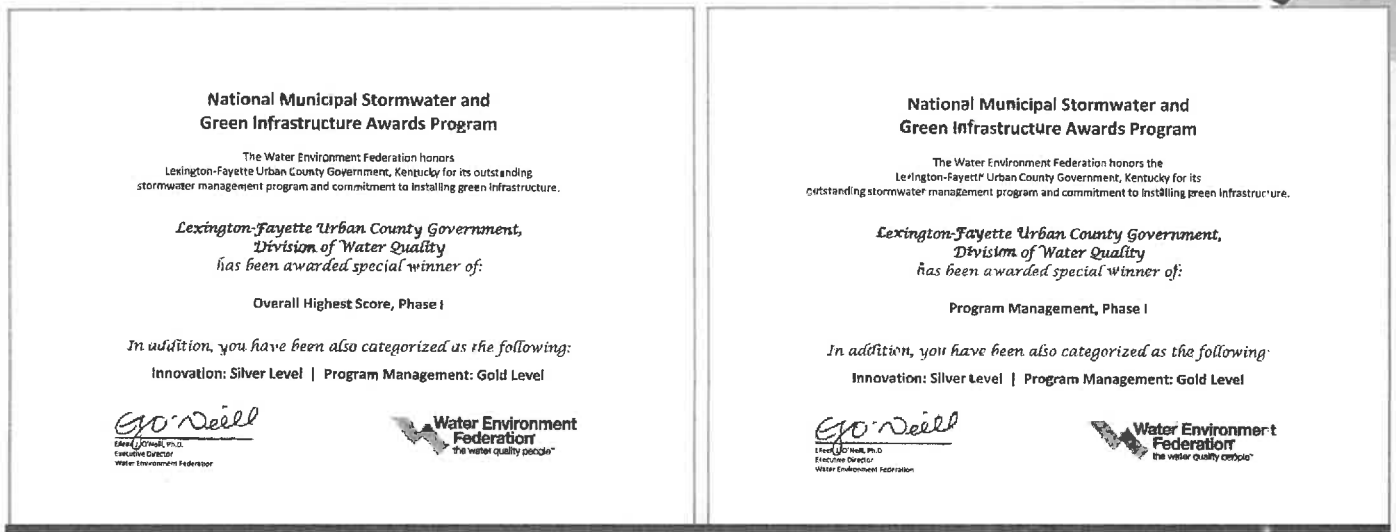
# SECTION 6. FAMILIARITY WITH THE DETAILS OF THE PROJECT

## APPROACH TO SCOPE OF SERVICES

Our team has been involved with LFUCG's MS4 Program since its inception when we assisted with the first MS4 Permit application in 1992. Since that time, we have provided support services for more than 30 years. We have not just been along for the ride; we have driven results. LFUCG has maintained compliance with the MS4 Permit, received national recognition in 2018 when the city's Phase 1 MS4 Program won two awards—Overall Highest Scores and Gold Level Program Management, and been released from the stormwater provisions of the Consent Decree while under Tetra Tech's program management.

The subsections on the following pages list the numbered items in the Scope of Services contained in the RFP, provide status information derived from our past work with the city, and document our approach for future service, based on our extensive experience with LFUCG, state/federal regulatory agencies, and our work with other MS4 programs across the nation.



National Municipal Stormwater and Green Infrastructure Awards Program

The Water Environment Federation honors Lexington-Fayette Urban County Government, Kentucky for its outstanding stormwater management program and commitment to installing green infrastructure.

*Lexington-Fayette Urban County Government, Division of Water Quality has been awarded special winner of:*

**Overall Highest Score, Phase I**

*In addition, you have been also categorized as the following:*

**Innovation: Silver Level | Program Management: Gold Level**

Water Environment Federation "the water quality people"



National Municipal Stormwater and Green Infrastructure Awards Program

The Water Environment Federation honors the Lexington-Fayette Urban County Government, Kentucky for its outstanding stormwater management program and commitment to installing green infrastructure.

*Lexington-Fayette Urban County Government, Division of Water Quality has been awarded special winner of:*

**Program Management, Phase I**

*In addition, you have been also categorized as the following:*

**Innovation: Silver Level | Program Management: Gold Level**

Water Environment Federation "the water quality people"

**The LFUCG's Phase 1 MS4 program was recognized in 2018 by the Water Environment Federation.**

**TASK 1**

## Civil engineering, program management, and scheduling to meet the obligations and deadlines of the SWQMP and MS4 Permit, including critical path and schedule for implementation.

### CURRENT PROGRESS:

Tetra Tech has developed a comprehensive suite of tools for tracking MS4 Permit requirements and deadlines including:

- Spreadsheet of all Measurable Goals listed by year and responsible party
- LFUCG Policies and Procedures Pertaining to the MS4 Permit
- Table of all required trainings that is filled in with training dates each year
- Dashboard tracking inspection metrics that is reviewed at monthly Coordination Meetings
- Table of all DOE/DWQ Capital Projects with permit numbers and expiration dates
- Checklists for MS4 Permit Annual Report documentation tracking
- Monthly Program Management Team Meetings to discuss current efforts and upcoming deadlines
- Status reports that accompany monthly invoices to detail progress to date by task

### PATH FORWARD:

Tetra Tech has developed the above mechanisms to ensure nothing falls through the cracks. With these procedures in place, the MS4 Program remained in compliance during the transition of two new MS4 Program Managers.

Tetra Tech will continue to implement these procedures and identify opportunities for improvement as they arise. To do this, Tetra Tech proposes an annual visioning workshop to define program objectives and set goals for the next contract year.

Lexington-Fayette Urban County Government

Policies and Procedures
Pertaining to the MS4 Permit




LEXINGTON

**TASK 2** Assistance with updating the SWQMP once the next permit cycle begins to better reflect the goals and objectives of LFUCG's MS4 program.

**CURRENT PROGRESS:**

Tetra Tech assisted LFUCG with both developing and implementing the 2016 SWQMP. In preparation for the impending permit renewal, LFUCG conducted a series of Measurable Goal Workgroups in 2019 to solicit input from stakeholders for potential permit revision requests.

**PATH FORWARD:**

A comprehensive SWQMP update will be required in conjunction with issuance of the new MS4 Permit. Tetra Tech will work with LFUCG to identify new and/or revised Measurable Goals, eliminate outdated or redundant activities, and incorporate stakeholder feedback to develop an all-encompassing framework for complying with and tracking the requirements of the MS4 Permit.

# Stormwater Quality Management Program

## Lexington-Fayette Urban County Government

June 1, 2016

Division of Water Quality
125 Lisle Industrial Avenue, Suite 180
Lexington, Kentucky 40511
(859) 425-2400

AI No.: 74551

**TASK 3** Critical review and modification, if necessary, of LFUCG ordinances, guidance documents, policies, and procedures related to LFUCG's MS4 program.

## CURRENT PROGRESS:

Tetra Tech assisted LFUCG with a Stormwater Manual revision in 2020 and an amendment to the Stormwater Manual and Procedures Manual in 2023. Another Stormwater and Procedures Manual update is slated for 2025.

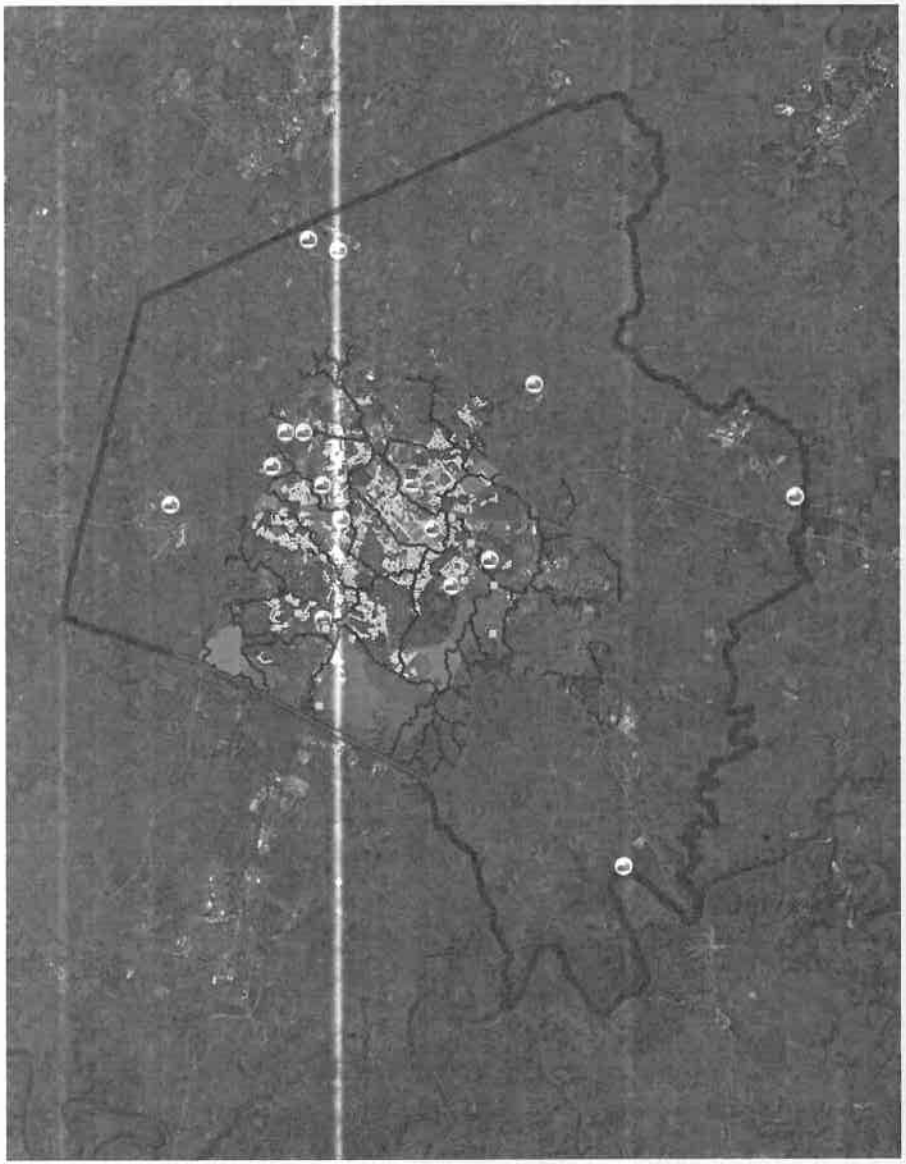
Tetra Tech also facilitated the following ordinance, guidance document, and policies/procedures updates related to LFUCG's MS4 Program during the last contract term:

- Review and recommendation of changes to Chapter 16 of the LFUCG Code of Ordinances
- Review and revision of Permitting, Inspection, and Enforcement (PIE) Procedures
- Development of an updated water quality monitoring program
- Development of a framework for a Stormwater Payment-In-Lieu-Of (SPILO) Program
- Development of a city-wide municipal facilities stormwater impact inventory
- Update of LFUCG good housekeeping procedures (Greenworks Guides)

## PATH FORWARD:

As part of the new MS4 Permit, a review of all relevant ordinances, policies, and procedures is expected to be required. Tetra Tech will assist with the facilitation of these reviews and provide recommendations as necessary. The following updates are anticipated:

- Finalization of ordinance updates
- Finalization of the updated water quality monitoring program
- Development of a city-wide Operations and Maintenance Manual
- Development of an Illicit Discharge Screening Factor program



## TASK 4

## Oversight and implementation of water quality monitoring and assessments required by the MS4 Permit, including site selection, field services, laboratory analyses, data evaluations, etc.

### CURRENT PROGRESS:

Tetra Tech and Third Rock assisted LFUCG with the completion of the Watershed-Focused Monitoring Program.

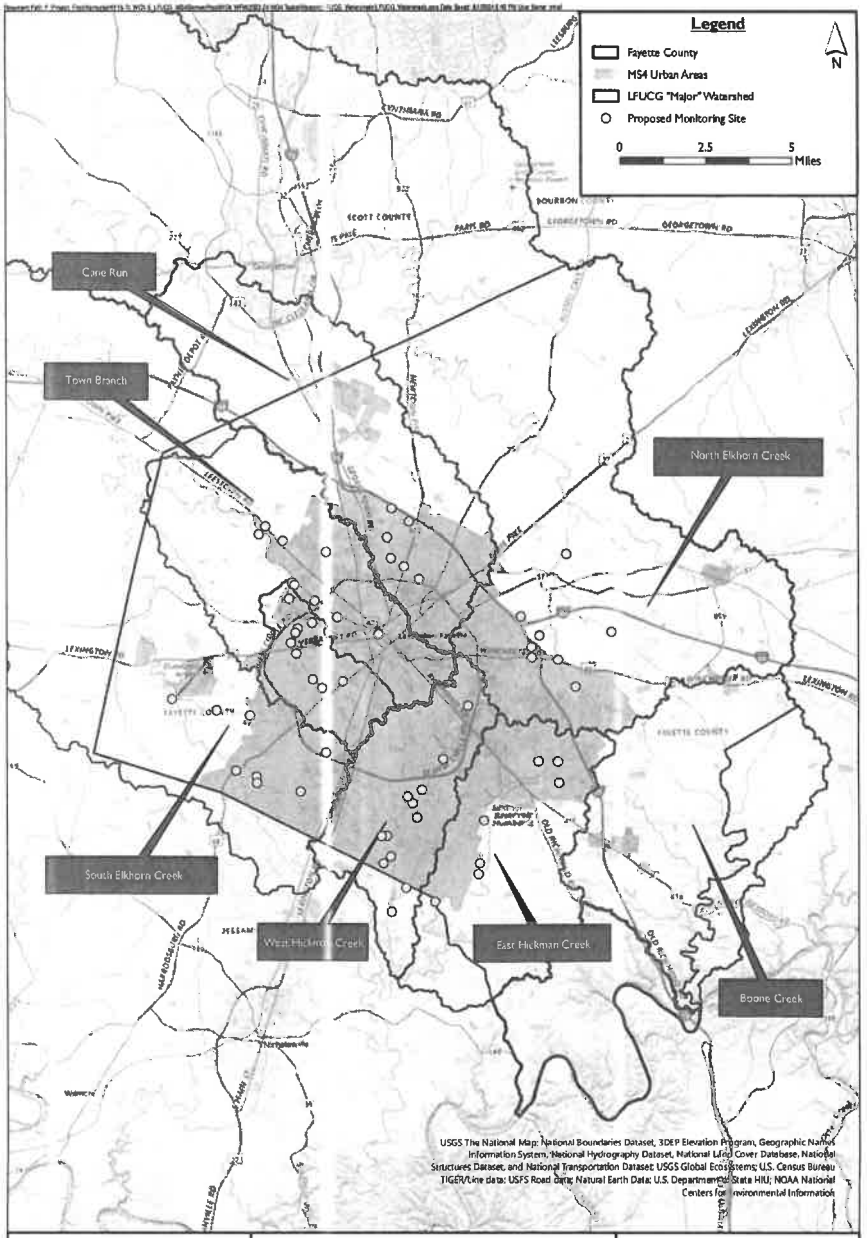
Third Rock completed the MS4 Permit's Part III Monitoring Program Requirements according to the prescribed schedule including quarterly dry and wet weather grab sampling, annual macroinvertebrate sampling, bi-annual fish sampling, and habitat assessments in conjunction with the WFMP.

In LFUCG's 2019 Notice of Intention (NOI), it said that it would propose recommendations for a new monitoring program by the end of 2024. LFUCG worked with Tetra Tech and Third Rock to develop a proposed monitoring program. The updates were presented at a Stormwater Stakeholder Advisory Committee Meeting and a working group was held to solicit stakeholder feedback.

### PATH FORWARD:

LFUCG submitted a letter to KDOW containing the proposed monitoring program in December 2024. The Program Management Team will support the development of a comprehensive Quality Assurance Project Plan (QAPP) outlining the detailed methodologies and quality assurance/control mechanisms to be implemented in the program.

Third Rock will continue to conduct certain components of the new monitoring program in accordance with MS4 Permit frequency requirements.




THIRD ROCK CONSULTANTS

**Exhibit I**
**Proposed Future Monitoring Locations**

**LFUCG Proposed Water Quality Monitoring Program Updates 9-23-24**

**TASK 5**

## Preparation/completion of required stormwater compliance input/submittals for annual, or any other reports.

### CURRENT PROGRESS:

Tetra Tech assisted with developing the stormwater content of the Consent Decree Quarterly and Annual Reports until the stormwater provisions of the Consent Decree were terminated in 2021. Tetra Tech has continued to assist with the compiling of the quarterly and annual reports containing sanitary sewer updates.

Tetra Tech leads production of the MS4 Permit Annual Report, a document frequently totaling 2,000+ pages, each year. Checklists are sent out to LFUCG employees with documentation responsibilities beginning in January.

The annual reports have always been submitted on time and with no notices of deficiencies.

### PATH FORWARD:

The reporting frequency for the Consent Decree reports has been reduced to semi-annual. Tetra Tech will continue to assist with compilation of the semi-annual reports, as needed.

Tetra Tech will continue to develop the MS4 Permit Annual Reports. New documentation checklists will be developed in conjunction with the SWQMP and new MS4 Permit. All documentation will be filed in the appropriate locations on SharePoint.

LEXINGTON

**MS4 Permit Measurable Goals Documentation Checklist**

2023 Annual Report

☒ 1. **MG-PE-17:** Continue to provide Greenworks Guides during New Employee Orientation. See applicable employee training measurable goals in IDDE/IN, CS, PPMO, and MON.

Status: Complete.
Comments: Ensure Greenworks Guides are being provided to new employees.
Items Remaining:

☒ 2. **MG-PI-02:** Annually evaluate the LexCall, or equivalent, system's records and codes to make sure that all stormwater and water quality related calls are properly forwarded to the appropriate Divisions for follow-up and resolution, including being tracked and reported. Discuss proposed changes with LexCall staff.

Status: Complete.
Comments: N/A
Items Remaining:

☒ 3. **MG-PI-05:** Participate in or support at least 2 civic groups per year that focus on water quality, water resource protection, watershed management, or stormwater pollution prevention.

Status: Complete.
Comments: Responsibility is shared with DES.
Items Remaining:

☒ 4. **MG-IDDE-05:** Implement the procedures for updating the Major Outfall mapping and inventory.

Status: Complete.
Comments: N/A
Items Remaining:

☒ 5. **MG-IDDE-18:** Implement protocol for eliminating confirmed illicit connections.

Status: Complete.
Comments: N/A
Items Remaining:

☒ 6. **MG-PC-06:** Annually update the inventory and mapping of post-construction stormwater controls required by the Stormwater Manual in the Urban Service Area and Urban Areas, including detention basins, retention ponds, and other stormwater control devices.

Status: Complete.
Comments: N/A
Items Remaining:

1

**TASK 6** Preparation of updated integrated spill plans (ISP) for LFUCG's two wastewater treatment plants and six large pump stations, as required.

## CURRENT PROGRESS:

Tetra Tech developed Integrated Spill Plans containing Stormwater Pollution Prevention, Spill Prevention, Containment, and Countermeasures, and Groundwater Pollution Prevention Plans for Town Branch and West Hickman Wastewater Treatment Plants and the East Hickman, Lower Cane Run, North Elkhorn #1, North Elkhorn #2, South Elkhorn, and Wolf Run Pump Stations in accordance with the MS4 Permit, Title 40 of the Code of Federal Regulations Section 112, and Kentucky Administrative Regulations Chapter 5:037.

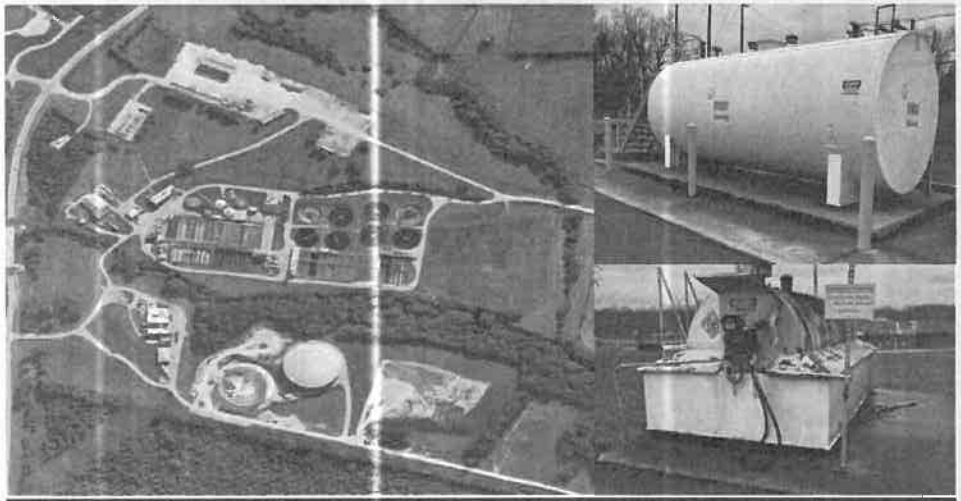
## PATH FORWARD:

Tetra Tech will keep a schedule of when portions of the plans are due to be reviewed and make updates to the plans as necessary.

LEXINGTON

# West Hickman Wastewater Treatment Plant

Integrated Spill Plan (ISP)



December 2024 Revision 1

TETRA TECH

**TASK 7**

## Preparation for and attendance at inspections of the MS4 program by KDOW and/or EPA

### CURRENT PROGRESS:

LFUCG received a comprehensive inspection of the MS4 Program from KDOW in 2019 and an audit of four program elements in 2023. Tetra Tech compiled documentation for both instances. In 2023, a new electronic approach was utilized. Documentation was uploaded to the MS4 SharePoint and organized by permit requirement. Documentation was screenshared as requested. This streamlined the review process.

In both instances, no deficiencies or violations were noted by KDOW.

### PATH FORWARD:

Tetra Tech continues to manage the MS4 SharePoint site. Documentation is filed under appropriate program elements, so it is organized and easy to compile for the next audit or inspection.

Shared Documents > **MS4 Program Elements**

| Name | Modified | Modified By |
|---|---|---|
| 0. Procedures and Policies Document | September 16, 2021 | Terry, Abby |
| 1. Proposed Ordinance Changes 2021 | September 16, 2021 | Terry, Abby |
| 2.2 PE - Public Education | September 6, 2023 | Terry, Abby |
| 2.3 PI - Public Involvement | September 6, 2023 | Terry, Abby |
| 2.4 IDDE - Illicit Discharge Detection and Elimination | September 6, 2023 | Terry, Abby |
| 2.5 CS - Construction Sites | September 16, 2021 | Terry, Abby |
| 2.6 PC - Post-Construction | September 6, 2023 | Terry, Abby |
| 2.7 PPMO - Pollution Prevention for Municipal Operations | September 6, 2023 | Terry, Abby |
| 2.8 IN - Industrial Facilities | September 6, 2023 | Terry, Abby |
| 2.9 RR - Reporting & Recordkeeping | September 6, 2023 | Terry, Abby |

Shared Documents > MS4 Program Elements > **Inspections**

| Name | Modified | Modified By |
|---|---|---|
| KDOW MS4 Inspection 2010 | August 2, 2023 | Terry, Abby |
| KDOW MS4 Inspection 2012 | August 2, 2023 | Terry, Abby |
| KDOW MS4 Inspection 2016 | August 2, 2023 | Terry, Abby |
| KDOW MS4 Inspection 2019 | August 2, 2023 | Terry, Abby |
| KDOW MS4 Inspection 2023 | August 2, 2023 | Terry, Abby |

## TASK 8

# Assistance with the KPDES permit reapplication and negotiation, as well as general coordination which may be necessary with KDOW

## CURRENT PROGRESS:

Tetra Tech assisted LFUCG with the submission of an NOI, or permit reapplication letter, to KDOW in 2019.

KDOW has notified LFUCG that since more than five years have passed since the submittal of the original NOI, it will be able to provide an updated NOI prior to issuance of the new MS4 Permit.

## PATH FORWARD:

Tetra Tech will assist LFUCG with revising the previous NOI to include new program updates.

Once a draft permit is received, Tetra Tech will apply our experience with both the regulators and the regulated community in conducting permit negotiations.

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

November 25, 2019

Mr. Lucas Hanks
Kentucky Division of Water
Surface Water Permits Branch
300 Sower Boulevard
Frankfort, Kentucky 40601

RE: Permit No. KYS000002
Agency Interest No. 74551
Lexington-Fayette Urban County Government (LFUCG)
Lexington, Kentucky

Dear Mr. Hanks:

In accordance with 401 KAR 5:060, the Lexington-Fayette Urban County Government (LFUCG) is submitting this letter as its new application for its KPDES Permit No. KYS000002 which is set to expire on May 31, 2020. Per the **Permit Expiration Notification and Solicitation for New Permit Application** letter dated September 17, 2019, from Ms. Ann Workman with KDOW's Permit Support Section, we are requesting that the fourth-year annual report dated July 12, 2019, be used as the principal reapplication document.

Additional information requested in Ms. Workman's letter is as follows:
Name of Permittee: Lexington-Fayette Urban County Government
Address of Permittee: 125 Lisle Industrial Avenue, Suite 180, Lexington, KY 40511
Primary Administrative Contact: Mr. Charles H. Martin, P.E., Director, Division of Water Quality
Primary Technical Contact: Ms. Jennifer M. Carey, P.E., Division of Water Quality

As part of the reapplication, LFUCG has identified proposed changes to its Stormwater Quality Management Program (SWQMP), for the upcoming five-year permit term as described below.

1. Within Section "PE 1 General Public & Stakeholder Education Program," change "Provide Stormwater and Water Quality Education via an E-newsletter" to "Provide Stormwater and Water Quality Education via Social Media." LFUCG currently has over 14,000 followers on Facebook and about 3,000 followers on Twitter. Compared to our E-newsletter distribution

125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511 / 859.426.2400 Phone / 859.254.7787 Fax / lexingtonky.gov

## TASK 9

## Hands-on technical assistance for implementing obligations of LFUCG's KPDES MS4 Permit and the associated SWQMP

### CURRENT PROGRESS:

The Tetra Tech team provides a wide range of services for implementing stormwater program requirements, including:

- Policy evaluation and development
- Engineering analyses
- Sampling and monitoring
- Inspections
- Technical writing
- Training

### PATH FORWARD:

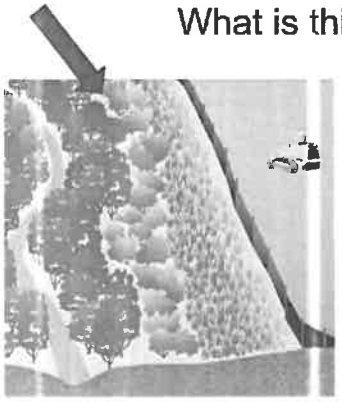
The Tetra Tech team has a deep bench of resources with trusted expertise in each subject matter to draw from for any potential obligation.

We strive to continually improve our services. For example, evaluation forms are distributed at each training session provided. As a result of this feedback process, we implemented an interactive "Jeopardy!" style training game that received positive ratings.

| BMPs | SWPPP | Inspections | Picture This | Documentation | All Things Stormwater |
|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | 100 | 100 |
| 200 | 200 | 200 | 200 | 200 | 200 |
| 300 | 300 | 300 | 300 | 300 | 300 |
| 400 | 400 | 400 | 400 | 400 | 400 |
| 500 | 500 | 500 | 500 | 500 | 500 |
| 600 | 600 | 600 | 600 | 600 | 600 |
| 700 | 700 | 700 | 700 | 700 | 700 |
| 800 | 800 | 800 | 800 | 800 | 800 |
| 900 | 900 | 900 | 900 | 900 | 900 |
| 1000 | 1000 | 1000 | 1000 | 1000 | 1000 |

## Picture This (800)

What is this area called?



**Good to Know:**
A 50-foot vegetated buffer shall be maintained between the land disturbance activities and the edge of any perennial or intermittent stream, wetland, open throat sinkhole, or municipal stormwater inlet. Where a 50-foot vegetated buffer is not feasible due to the nature or purpose of the activity, a protective alternate erosion control shall be used as described in the erosion and sediment control plan. In such cases, the permittee shall minimize disturbances in buffer zone areas.

Home

TASK 10

## Establishment and maintenance of a shared project documentation database, if requested

### CURRENT PROGRESS:

Tetra Tech has implemented a SharePoint project database. All project documentation is filed by program element in the Document Library. In addition, the Home page features the most important documents and links for each program element for easy access.

The SharePoint site also allows for live collaboration on documents, a feature that has been useful when working on MS4 Permit Annual Reports or documentation for KDOW inspections.

### PATH FORWARD:

Tetra Tech will continue to maintain the database and file documentation so that DWQ staff have 24/7 access to files.

Tetra Tech proposes to add a live dashboard to the SharePoint Home page that outlines Measurable Goal completion for the year so that outstanding items can quickly be identified.

**Shared Documents**

| Name | Modified | Modified By |
|---|---|---|
| 1. MS4 Permit, SWQMP, and Consent Decree | September 16, 2021 | Terry, Abby |
| 2. Division of Engineering Manuals 2001-2020 | September 16, 2021 | Terry, Abby |
| 3. 2016 Procedures Manual for Infrastructure Development | September 16, 2021 | Terry, Abby |
| 4. 2020 Stormwater Manual | September 6, 2023 | Terry, Abby |
| 5. Consent Decree Submittals to EPA and KYEEC | September 16, 2021 | Terry, Abby |
| DWQ FINAL DRAFT Standard Stormwater Specifications | October 6, 2021 | Terry, Abby |
| LDP and KYR10 Tracking | November 7, 2023 | Terry, Abby |
| MS4 Annual Report Documents | September 16, 2021 | Terry, Abby |
| MS4 Program Elements | October 1, 2021 | Terry, Abby |
| zzArchive | March 26, 2019 | Walker, Richard |

**TASK 11** Attendance at pre-bid and preconstruction meetings for RMP and other capital projects, to provide an overview of procedures for Permitting, Inspecting, and Enforcement of construction sites regarding ESC, SWPPPs, LDPs, and KYR10.

## CURRENT PROGRESS:

Tetra Tech attends all DWQ Capital Project pre-bid, pre-construction, and progress meetings. The PIE Procedures are reviewed at each pre-bid and pre-construction meeting. Tetra Tech reviews inspection reports, permit expiration dates, and project status at each progress meeting.

## PATH FORWARD:

Teta Tech will continue attending meetings, as requested, to implement and improve the gold standard of DWQ Capital Projects.

Tetra Tech will continue supporting measures such as ESC Performance Bonds, ESC payment terms, and enhanced ESC inspection frequency requirements to implement and advance "The Gold Standard" of DWQ Capital Projects.

Permitting, Inspection, and Enforcement Procedures
for
Erosion and Sediment Control on Capital Projects

Division of Water Quality

**Lexington-Fayette**
**Urban County Government**




September 2024

## TASK 12

## Coordination with other staff and firms engaged in other MS4 Program elements

### CURRENT PROGRESS:

Tetra Tech facilitates the monthly Coordination Meeting with the Division of Engineering, Division of Environmental Services, and Division of Water Quality where cross-divisional issues are discussed.

In addition, Tetra Tech and the MS4 Section Manager regularly meet with staff from other divisions who are heavily involved with the MS4 Program, such as the Environmental Manager in the Division of Environmental Services who is responsible for executing many of the Pollution Prevention and Municipal Operations Measurable Goals.

Tetra Tech attends pre-bid and pre-construction meetings for all DWQ Capital projects to outline the Construction Sites Stormwater Runoff Control program element requirements of the MS4 Permit. Tetra Tech works closely with the RMP Program Manager, Hazen and Sawyer, and the project design engineers to achieve this objective.

Tetra Tech also attends quarterly Stormwater Stakeholder Advisory Committee Meetings to interact with external parties interested in the MS4 Program.



### PATH FORWARD:

Tetra Tech will continue to facilitate the monthly Coordination Meeting and meet with other staff working on the MS4 Program as needed.

Tetra Tech will continue to collaborate with the Division of Engineering, Division of Environmental Services, Division of Water Quality, and others, as applicable, to facilitate implementation of the SWQMP and MS4 Permit requirements. These long standing relationships help streamline workflows preventing duplication of efforts.

## TASK 13 Other, as needed, civil, sanitary, electrical, mechanical, water quality, and geotechnical engineering services necessary for compliance-driven activities

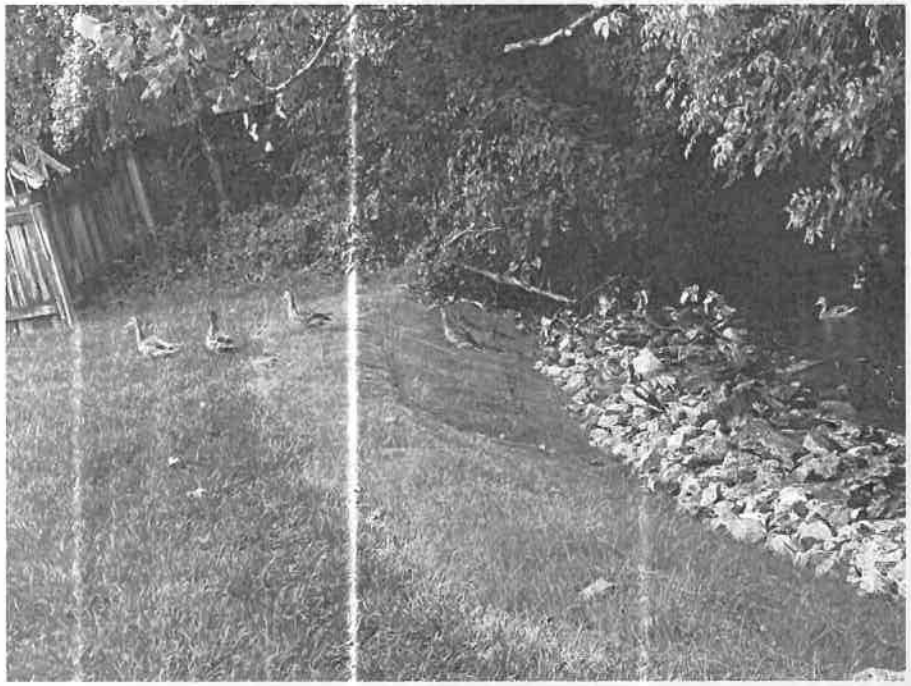
### CURRENT PROGRESS:

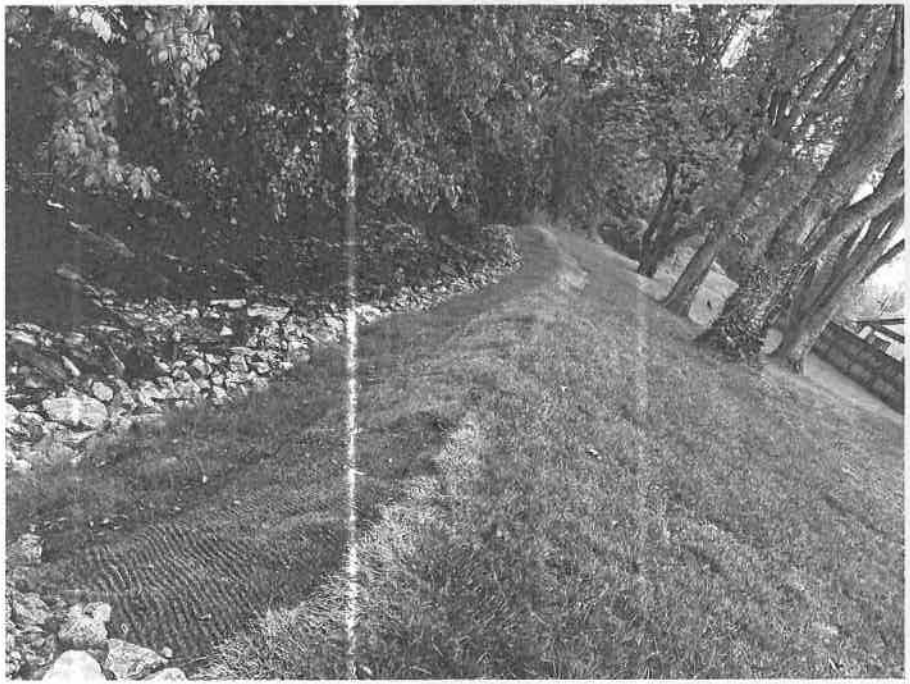
LFUCG has drawn on the multidimensional capabilities of the Tetra Tech team to monitor water quality impacts of the lateral replacement program, assess BMP performance, and conduct specialized engineering and other studies and services via an on-call, rapid response approach.

### PATH FORWARD:

Tetra Tech will continue to respond to specialized on-call needs while helping to build internal staff technical competence, professionalism, and commitment to quality service as the focus of Lexington's program continues to shift from program and capacity development to long-term compliance.

With 30,000 employees worldwide and national expertise in stormwater, Tetra Tech is uniquely positioned to provide support for any problem LFUCG may encounter.





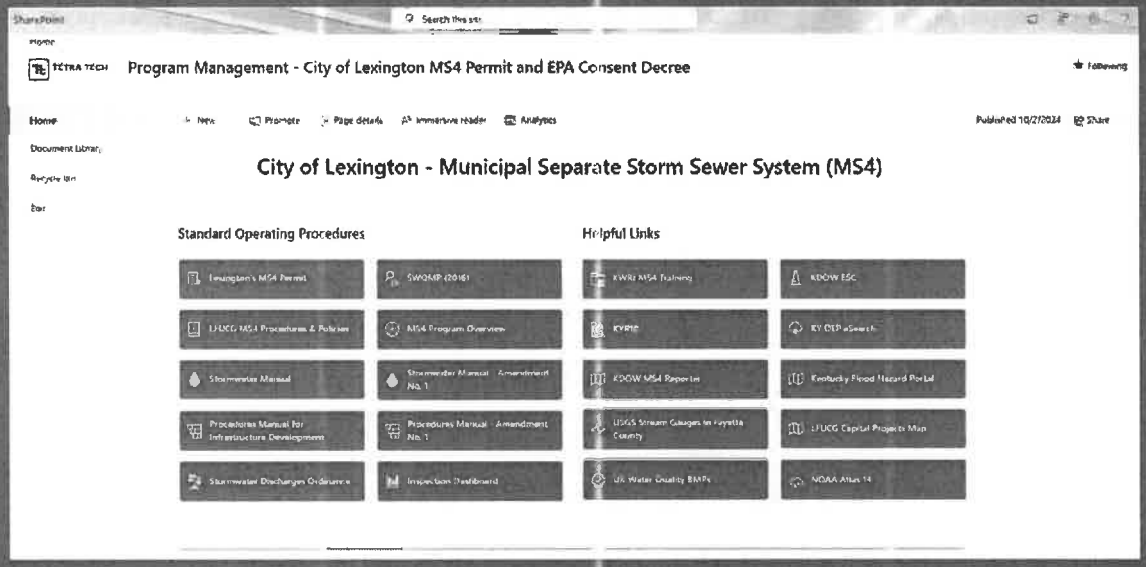
## SHAREPOINT

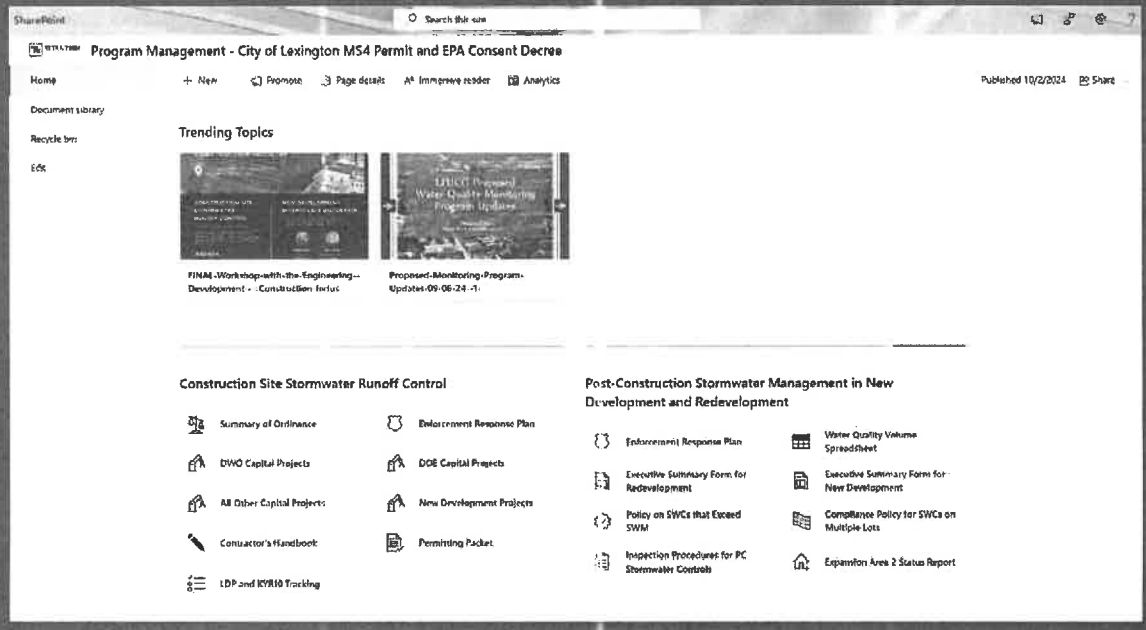
*The SharePoint page for the current MS4 Permit includes categories for trhe standard operating procedures and helpful links for easy access, such as KDOW ESC and KWRI MS4 training. Also stored on the sharepoint are workshops that have been conducted by the Tetra Tech team and any program updates, construction site tracking and summaries, and any post-construction stormwater management information regarding new developments and redevelopment.*

## PREPARING FOR THE UNKNOWN

*As your consultant, our job is not only to ensure compliance with the current MS4 Permit, but also to prepare for the future. For example, LFUCG is currently operating under an administratively continued permit. In preparation for the next permit, Tetra Tech has met with LFUCG to develop the frameworks for a new monitoring program, illicit discharge program, and Operations and Maintenance Manual for municipal facilities.*

*In addition, Tetra Tech is tuned in to regulatory issues that may impact future permit implementation such as KY House Bill 443 requiring ministerial application of standards and KY Senate Bill 89 that redefines "Waters of the Commonwealth".*



## MASTER LIST OF MEASURABLE GOALS

| Permit Year | Measurable Goal | Program Element | Measurable Goal ID | Element Task/Activity/BMP | Description of Measurable Goal | Responsible Division | Completed ? (Yes/No) | Action Taken |
|---|---|---|---|---|---|---|---|---|
| 1 | MG | PE | MG-PE-01 | Provide Stormwater and Water Quality Education via the Internet | Maintain a functional webpage at www.lexingtonky.gov specific to each of the following audiences: homeowners, businesses, the construction industry, and public institutions, which include methods available to prevent pollution to the MS4. Each webpage will be reviewed annually and updated as needed. | DES | | |
| 2 | MG | PE | MG-PE-01 | Provide Stormwater and Water Quality Education via the Internet | Maintain a functional webpage at www.lexingtonky.gov specific to each of the following audiences: homeowners, businesses, the construction industry, and public institutions, which include methods available to prevent pollution to the MS4. Each webpage will be reviewed annually and updated as needed. | DES | | |
| 3 | MG | PE | MG-PE-01 | Provide Stormwater and Water Quality Education via the Internet | Maintain a functional webpage at www.lexingtonky.gov specific to each of the following audiences: homeowners, businesses, the construction industry, and public institutions, which include methods available to prevent pollution to the MS4. Each webpage will be reviewed annually and updated as needed. | DES | | |
| 4 | MG | PE | MG-PE-01 | Provide Stormwater and Water Quality Education via the Internet | Maintain a functional webpage at www.lexingtonky.gov specific to each of the following audiences: homeowners, businesses, the construction industry, and public institutions, which include methods available to prevent pollution to the MS4. Each webpage will be reviewed annually and updated as needed. | DES | | |
| 5 | MG | PE | MG-PE-01 | Provide Stormwater and Water Quality Education via the Internet | Maintain a functional webpage at www.lexingtonky.gov specific to each of the following audiences: homeowners, businesses, the construction industry, and public institutions, which include methods available to prevent pollution to the MS4. Each webpage will be reviewed annually and updated as needed. | DES | | |
| 1 | MG | PE | MG-PE-02 | Provide Stormwater and Water Quality Education via Press Releases | Develop four (4) press releases per year that pertain to the Stormwater Quality Management Program. | DES | | |
| 2 | MG | PE | MG-PE-02 | Provide Stormwater and Water Quality Education via Press Releases | Develop four (4) press releases per year that pertain to the Stormwater Quality Management Program. | DES | | |

## Capital Projects Under Construction
## 02/26/2025

| Project Name | Category | Site Address | Disturbed Area (Acres) | DOW Stream Construction / USACE 404 Permits Required? | Targeted Site? | Contractor | Consulting Engineer | RPR / ESC Compliance Inspector | LDP No. | LDP Issued | Expiration Date | KYR10 No. | KYR10 Issued | Expiration Date | Watershed |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Town Branch Park Public Access Improvements | DOE | 708 Ty Ct | 2.5 | | N | Marrilla | Strand - Chase Wright | DOE - Russ Mehnert | ND-LDCAP-23-00012 | 9/12/2023 | 9/12/2025 | KYR10R692 | 8/23/2023 | 8/23/2025 | TB |
| Wilson Downing Sidewalks | DOE | 101 Wilson Downing Rd | 3 | | N | Hinkle | Prime - Bill Lester | DOE - William Wood-Jenkins | ND-LDCAP-24-00002 | 6/25/2024 | 6/25/2025 | KYR10S332 | 5/1/2024 | 5/1/2026 | WH |
| Squires Road Sidewalks | DOE | 201 Squires Rd | 1 | | N | Hinkle | Prime - Bill Lester | DOE - William Wood-Jenkins | ND-LDCAP-24-00003 | 5/20/2024 | 5/20/2025 | KYR10S339 | 5/2/2024 | 5/2/2026 | EH |
| EH-1 East Hickman FM | DWQ RMP | 3316 Buckhorn Dr | 8.5 | | Y | Tribute | GRW - Mike Jacobs | Vision - Tom Lambdin | ND-LDUTI-22-00004 | 4/28/2023 | 4/28/2025 | KYR10Q818 | 10/7/2022 | 9/21/2025 | EH |
| WH-8 West Hickman Trunk E | DWQ RMP | 3541 Greentree Rd | 1.2 | | Y | ConnHurst | Prime - Jonathan McCracken | Prime - Doug Brimer | ND-LDCAP-23-00001 | 4/12/2023 | 4/12/2025 | KYR10R026 | 1/10/2025 | 1/10/2027 | WH |
| WR-6 Wolf Run Trunk F | DWQ RMP | 285 Lafayette Pkwy | 2.6 | | Y* | Tribute | Strand - Liz Dienst | Vision - Khalid Alzubaidi | ND-LDCAP-23-00014 | 9/28/2023 | 9/28/2025 | KYR10R682 | 8/23/2023 | 8/23/2025 | WR |
| EH-16 Armstrong Mill PS Replacement | DWQ RMP | 2141 Delong Rd | 5 | | Y | Judy | GRW - Mike Jacobs | GRW - David Scott | ND-LDCAP-23-00015 | 10/11/2023 | 10/11/2025 | KYR10R757 | 9/22/2023 | 9/22/2025 | EH |
| WR-9 Parkers Mill Trunk | DWQ RMP | 1240 Cross Keys Rd | 4.69 | NWP #58, SCP #33079 | Y* | MAC | Strand - Liz Dienst | Prime - Gary Kinard | ND-LDCAP-23-00020 | 12/11/2023 | 12/11/2025 | KYR10R918 | 11/15/2023 | 11/15/2025 | WR |
| CR-14/15 New Circle Trunk A & B | DWQ RMP | 444 Cane Run Rd | 2 | | Y | Cleary | Stantec - Joe Herman | Prime - Doug Brimer / Gary Kinard | ND-LDCAP-24-00010 | 2/6/2025 | 2/6/2026 | KYR10T029 | 1/5/2025 | 1/5/2027 | CR |
| Blenheim Way | DWQ RMP | 818 Cindy Blair Way | 1 | | Y | Tribute | Stantec - Joe Herman | Vision - Khalid Alzubaidi | ND-LDCAP-24-00009 | 1/27/2026 | 1/27/2026 | KYR10T078 | 1/17/2025 | 1/17/2027 | SE |
| East Third & Ohio St. Sanitary & Stormwater Improvements Project | DWQ SS | 319 E Third St | 0.98 | | N | ConnHurst | Bell - Jeremy Duncan | DWQ - Bill Warren | ND-LDCAP-24-00001 | 4/23/2024 | 4/23/2025 | KYR10S128 | 2/15/2024 | 2/15/2026 | TB |
| Dogwood Park Stormwater Improvements | DWQ SS | 2393 Dogwood Trace Blvd | 0.9 | | N | McCain Brothers | Prime - Katie Beard | DWQ - Bill Warren | ND-LDCAP-24-00005 | 10/9/2024 | 10/9/2025 | N/A | N/A | N/A | SE |
| Bernard Drive Stormwater Improvements | DWQ SS | 1000 Culean Ct | 0.5 | | N | ATS | Tetra Tech - Herb Lemaster | DWQ - Bill Warren | TBD | TBD | TBD | N/A | N/A | N/A | EH |
| Meadowthorpe Area Stormwater Improvement Project Phase 2 | DWQ SS | 1602 N Forbes Rd | 0.9 | | N | ATS | Strand - Steven Vogel | DWQ - Bill Warren | ND-LDCAP-24-00008 | 11/21/2024 | 11/21/2025 | N/A | N/A | N/A | TB |
| Joyland Phase 2 | DWQ SS | 571 Freeman Dr | 0.9 | | N | Lagco | Banks - John Stahmetz | DWQ - Bill Warren | ND-LDCAP-25-00001 | TBD | TBD | N/A | N/A | N/A | CR |

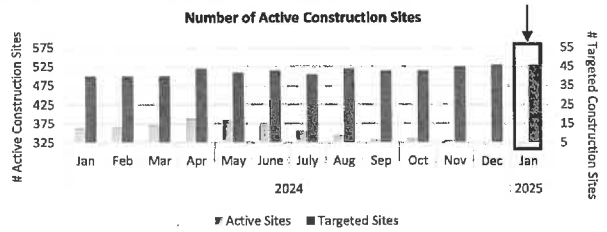
| | | |
|---|---|---|
| | = | Expired |
| | = | Nearing Expiration |

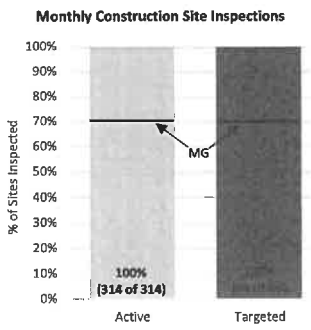
**Site has achieved final grade, seed has been applied, and inspection frequency has been reduced to monthly.*

# TRACKING TOOLS

**January 2025**

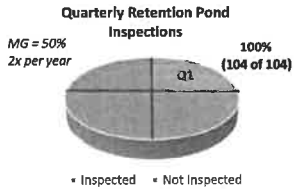
**Measurable Goal (MG) Dashboard**

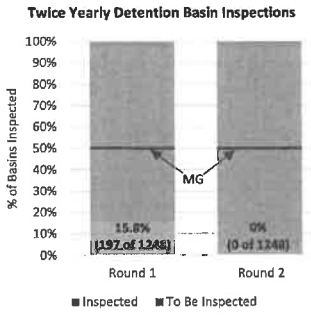






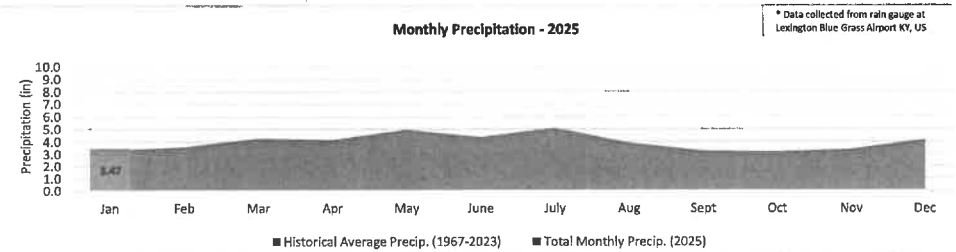


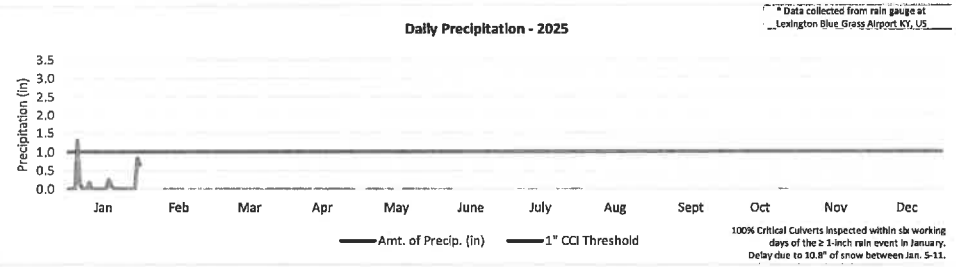










LEXINGTON

## 2024 MS4 Permit Training Schedule

| Requirement | Month | LFUCG Owner | Tetra Tech / Third Rock Role | Training Events |
|---|---|---|---|---|
| **Public Education & Outreach** | | | | |
| Employees – Sources, impacts, and solutions of stormwater pollution *(MS-PE-17)* | Monthly | Bailee Young | As needed | Included in New Employee Orientation |
| UCC EQPW Committee *(MS-PE-18)* & Planning Commission *(MS-PE-19)* – SWQMP | Sep-Oct | Bailee Young | Assist in developing materials | EQPW – 10/22 Planning Commission – 9/19 |
| **Public Involvement & Participation** | | | | |
| LexCall Staff *(MS-PI-03)* | October | Gabe Hensley | None | |
| **Illicit Discharge Detection & Elimination** | | | | |
| DWQ Compliance and Monitoring *(MS-IDDE-27)* | October | Gabe Hensley | Organize | |
| **Construction Sites** | | | | |
| Construction Industry – Developers, home builders, engineers, contractors *(MS-CS-21)* | December | Bailee Young | Organize, conduct | 12/13 |
| ***New Development Construction Sites*** DWQ Compliance and Mon Staff DOE New Development Staff DES Enforcement Staff DWQ MS4 Staff *(MS-CS-22)* | October | Gabe Hensley Doug Burton Demetria Mehlhorn | Organize, conduct | 10/8 |
| ***DWQ Capital Projects*** RMP Staff and Consultants Stormwater Section Staff Construction Management Staff *(MS-CS-22)* | October As Needed | Bob Peterson Mark Sanders Rick Day | Organize, conduct | 2/19, 4/18, 10/2, 10/30 |
| ***DOE Capital Projects*** Design and Construction Section *(MS-CS-22)* | October | Mark Feibes | Organize, conduct | 10/25 |
| **Municipal Operations** *(MS-PPM-17)* | | | | |
| Division of Environmental Services | June-Dec | Sarah Donaldson | None | 11/4 |
| Division of Water Quality | June-Dec | Sarah Donaldson | None | |
| Division of Streets and Roads | June-Dec | Sarah Donaldson | None | |
| Fleet Services | June-Dec | Sarah Donaldson | None | |
| Facilities | June-Dec | Sarah Donaldson | None | |
| Parks (Golf) | June-Dec | Sarah Donaldson | None | |
| Parks (Maintenance Staff) | June-Dec | Sarah Donaldson | None | 1/25 |
| Materials Recovery Facility | June-Dec | Sarah Donaldson | None | 10/9 |
| Electronics Recovery Facility | June-Dec | Sarah Donaldson | None | |
| Haley Pike Landfill | June-Dec | Sarah Donaldson | None | |
| Industrial and HRC Facilities | | | | |
| DWQ Compliance and Monitoring *(MS-IN-20)* | October | Gabe Hensley | Organize | Included in IDDE training |
| Industry Groups *(MS-IN-19)* | Every 3 years | Gabe Hensley | Organize, conduct | 9/10, 9/20 |
| **Water Quality Monitoring** | | | | |
| DWQ Compliance and Monitoring *(MS-MON-13)* | October | Gabe Hensley | | Included in IDDE training |

# INNOVATIVE APPROACHES




**The above graphic is a tool used by Tetra Tech for a special work session with LFUCG.**

## SCAN THE QR CODE →

**Tetra Tech developed a YouTube video for the LFUCG's website describing the process of applying for a Land Disturbance Permit.**



SECTION 7

# Degree of Local Employment

TETRA TECH

# SECTION 7. DEGREE OF LOCAL EMPLOYMENT

**LOCAL TETRA TECH TEAM**

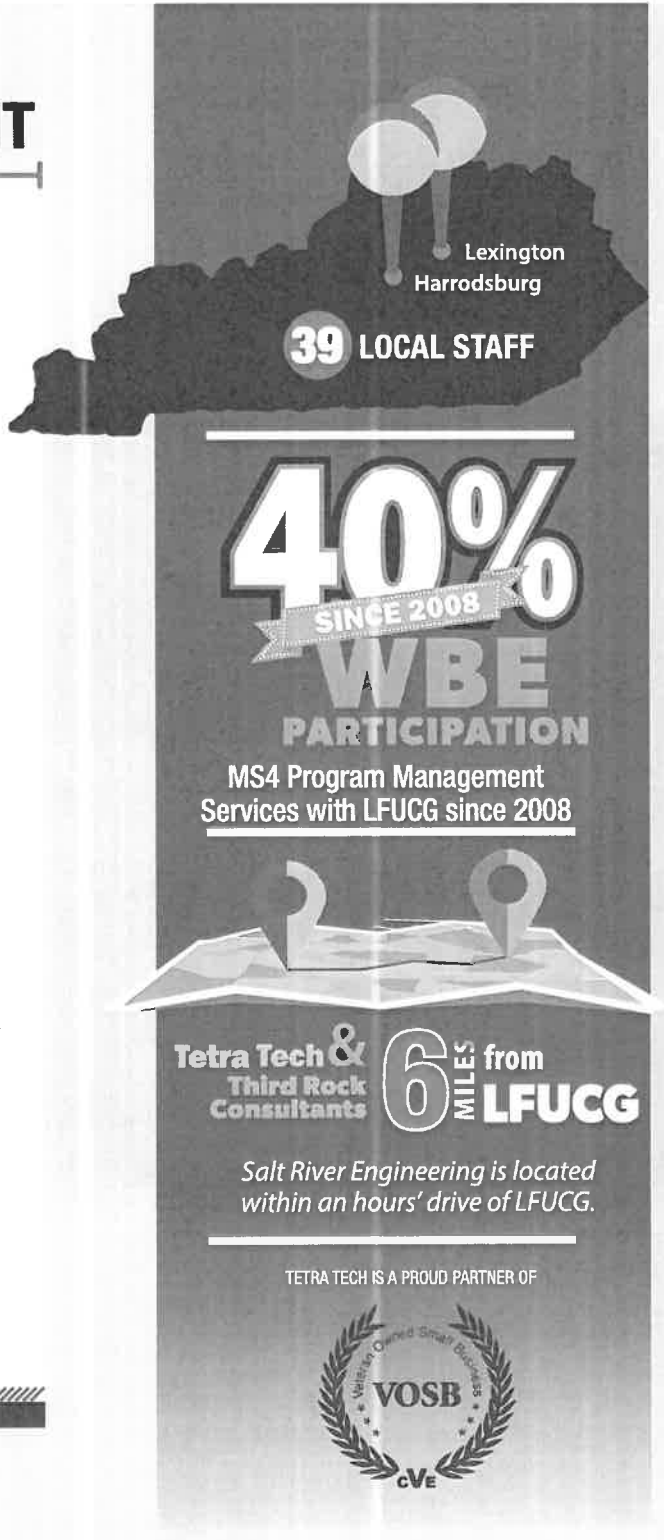
Tetra Tech's local office is located at 424 Lewis Hargett Circle, Suite 110, Lexington, KY. Tetra Tech is currently registered by the Commonwealth of Kentucky in accordance with KRS 322.060 to perform the engineering services needed for this project. Our Kentucky registration number is 1555.

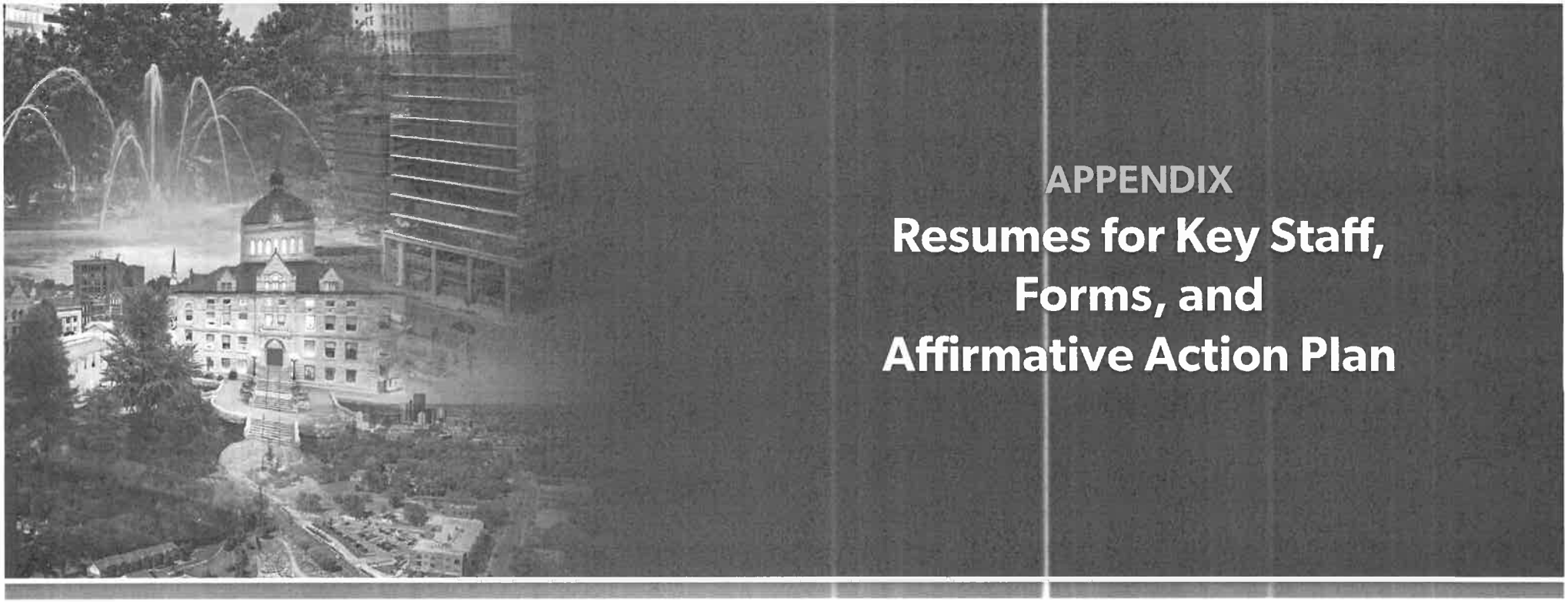
We understand the importance of Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Business (VOSB) goals and are committed to providing meaningful women and minority participation at levels desired by LFUCG. Our track record on similar efforts demonstrates our commitment to, and success in, achieving or exceeding project-specific goals.

To achieve and exceed your 17% MWDBE participation goal, we have enlisted the services of Third Rock Consultants to provide our team a highly qualified MBE. Third Rock Consultants is located at 2526 Regency Road, Suite 180, Lexington, KY. They have provided approximately 40% of the work for our current Program Management contract with LFUCG and is anticipated to perform the same percentage on the next contract.

To achieve your 3% Veteran-Owned participation goal, we have enlisted the services of Salt River Engineering located at 108 West Poplar Street, Harrodsburg, KY.

**All of the work on the project will be done out of the local offices of Tetra Tech, Third Rock Consultants, and Salt River Engineering.**





# APPENDIX
# Resumes for Key Staff, Forms, and Affirmative Action Plan

TETRA TECH

# APPENDIX. **RESUMES FOR KEY STAFF, FORMS, & AFFIRMATIVE ACTION PLAN**

**RESUMES**

**FORMS**

**AFFIRMATIVE ACTION PLAN**

TETRA TECH



# **RICHARD** Walker, PE, CFM

Richard has a broad range of experience in civil and water resources engineering, hydrologic/hydraulic modeling, stormwater/floodplain management, water/wastewater engineering, and landfills. He has developed stormwater design manuals for municipalities that contain requirements for post-construction runoff, erosion prevention and sediment control, and green infrastructure. In addition, he has assisted cities with implementing stormwater utilitie fees.

He is currently the Municipal Separate Storm Sewer System (MS4) program manager for the Lexington-Fayette Urban County Government where he is responsible for ensuring the city complies with the MS4 Permit issued by the Commonwealth of Kentucky.

*41+ Years of Experience* | *Currently the Program Manager for the LFUCG MS4 program* | *Expertise in MS4 Permit Compliance*



**MS4 COMPLIANCE AND PROGRAM MANAGEMENT**
*Program Manager.*
Lexington-Fayette Urban County Government, KY




**STORMWATER MANUAL UPDATE**
*Program Manager.*
Lexington-Fayette Urban County Government, KY



**WALHAMPTON STORMWATER IMPROVEMENTS**
*Principal-in-Charge.*
Lexington-Fayette Urban County Government, KY



**EPA CLEAN WATER ACT CONSENT DECREE**
*Program Manager.*
Lexington-Fayette Urban County Government, KY



**WEST HICKMAN WET WEATHER STORAGE**
*Principal-in-Charge.*
Lexington-Fayette Urban County Government, KY




**PROCEDURES MANUAL FOR INFRASTRUCTURE DEVELOPMENT**
*Program Manager.*
Lexington-Fayette Urban County Government, KY

## Education

*MCE, Civil Engineering, University of Kentucky, 1989*

*BS, Agricultural Engineering, University of Kentucky, 1982*

## Professional Certifications

*Professional Engineer, KY No. 15345*

*Certified Floodplain Manager*

*KEPSC Qualified Inspector*

## Key Tasks

- *Permit Compliance*
- *Policy Development*
- *Technical Standards Evaluation*
- *Public Meetings*
- *Program Management*

## Scope Experience:

- MS4 Compliance
- Program Management
- Policy Development
- Public Education
- Environmental Compliance
- Stormwater
- Water Quality
- Erosion Control

* LFUCG Project Experience

PROJECT MANAGER

TETRA TECH



# **ABBY** Terry, PE

Immersed. That is the kind of project manager that you get with Abby on your team.

Abby has extensive experience working with the Lexington-Fayette County Urban Government. She provides day-to-day support to the Division of Water Quality's Municipal Separate Storm Sewer System (MS4) Program and also works with the Division of Environmental Services' sustainability program. As a result, she has a deep understanding of the dynamics and stakeholders of the Lexington community.

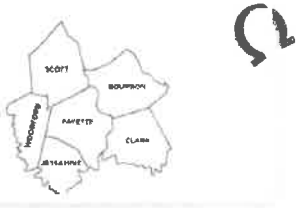
*6+ Years of Experience*

*Provides day-to-day support of the SWQMP's 186 Measurable Goals*

*Expertise in MS4 Permit Compliance*



**MS4 COMPLIANCE AND PROGRAM MANAGEMENT**
*Project Engineer.*
Lexington-Fayette Urban County Government, KY




**PRIORITY & COMPREHENSIVE CLIMATE ACTION PLANS**
*Project Manager.*
Lexington-Fayette Urban County Government, KY



**GREENHOUSE GAS EMISSIONS INVENTORY, TARGET SETTING, AND REDUCTION PLAN**
*Project Manager.* Lexington-Fayette Urban County Government, KY



**DETROIT WATER & SEWAGE DEPT. DRAINAGE CHARGE ADJUSTMENT APPLICATIONS**
*Project Engineer.*
Detroit, MI



**WAKE COUNTY ONE WATER PLAN**
*Project Engineer.*
Wake County, NC



**GENESEE COUNTY CLEAN WATER WEBSITE**
*Project Engineer.*
Genesee County, MI

## Education

*BS, Civil Engineering, University of Kentucky, 2019*

## Professional Certifications

*Professional Engineer, KY No. 39144*
*LEED Green Associate*
*KEPSC Certified Inspector No. 191100259*

## Key Tasks

- *Permit Compliance*
- *Policy Development*
- *Technical Standards Evaluation*
- *Public Meetings*
- *Program Management*

Abby interned with the LFUCG Division of Water Quality while she was a student at UK.

## Scope Experience:

- MS4 Compliance
- Policy Development
- Public Education
- Environmental Compliance
- Stormwater
- Water Quality
- Stormwater Pollution Prevention Plans
- Erosion Control
- Sustainability
- Research
- Data Analysis

* LFUCG Project Experience

TETRA TECH



# **DAN** Christian, PE, DWRE

Dan has been involved in the stormwater NPDES permit issues since 1990 with Phase I of the MS4 program and the industrial permits. Again, in 1999, with the development of the Phase II rules, he helped communities prepare for the upcoming permit applications and implementation tasks. He worked with the Michigan Department of Transportation (MDOT) beginning in 1995, monitoring aspects of their permit program, and then took over as Project Manager for their stormwater program from 1999 to 2009. He has helped with all aspects of the permit programs, including planning, implementing, and assessing public education and participation, illicit discharge detection and elimination, soil erosion from construction sites, post-development runoff for new and significant redevelopment, and good housekeeping practices.

*34+ Years of Experience* | *Technical leader in stormwater management* | *Expertise in MS4 Permit Compliance*



**MS4 PERMIT COMPLIANCE**
*Program Manager.*
Genessee County Drain Commissioner, Surface Water Management, MI



**STORMWATER MANAGEMENT TECHNICAL ASSISTANCE**
*Senior Technical Lead.*
Grand Rapids, MI



**COMPREHENSIVE STORMWATER MANAGEMENT PLAN**
*Senior Project Manager.*
Ann Arbor, MI



**SOUTHEAST MICHIGAN CLIMATE RESILIENCE PLANNING**
*Program Manager.*
SEMCOG, MI



**CENTRAL ISTHMUS WATERSHED STUDY**
*Senior Project Manager.*
Madison, WI



**BRICKELL BAY DRIVE IMPROVEMENTS**
*Lead Hydraulics Engineer.*
Miami, FL

## Education

*MCE, Civil Engineering, Michigan State University, 1995*

*BS, Civil Engineering, Michigan State University 1990*

## Professional Certifications

*Professional Engineer, KY No. 29189*

*Diplomate, Water Resources Engineer*

## Key Tasks

- *Permit Compliance*
- *Policy Development*
- *Technical Standards Evaluation*
- *Public Meetings*
- *Program Management*

## Scope Experience:

- MS4 Compliance
- Policy Development
- Public Education
- Environmental Compliance
- Stormwater
- Water Quality
- Stormwater Pollution Prevention Plans
- Erosion Control
- Sustainability
- Research
- Data Analysis

TETRA TECH



# **HERB** Lemaster, PE

Herb serves on as a Senior Project Manager on various civil and environmental projects. He is responsible for client coordination, planning, preliminary evaluations, analysis and design, writing specifications, developing contract documents and cost estimates, preparation of construction drawings, construction administration, and construction engineering. Herb has worked on many solid waste, landfill, water, wastewater, and environmental projects.

*35+ years of experience*

*Expertise in preparation of construction drawings, construction administration, and construction engineering*

*Experience in Project Design and Construction*



**WEST HICKMAN HEADWORKS AND WET WEATHER STORAGE FACILITY – PHASE 1**
*Project Manager & Senior Engineer.*
Lexington-Fayette Urban County Government, KY



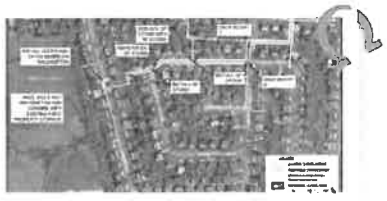
**WEST HICKMAN WET WEATHER STORAGE FACILITY – PHASE 2**
*Project Manager & Senior Engineer.*
Lexington-Fayette Urban County Government, KY



**WEST HICKMAN BIOLOGICAL PHOSPHORUS REMOVAL (BPR) IMPROVEMENTS**
*Project Manager & Senior Engineer.*
Lexington-Fayette Urban County Government, KY



**WOLF RUN WET WEATHER STORAGE FACILITY**
*Project Manager.*
Lexington-Fayette Urban County Government, KY



**WALHAMPTON STORMWATER IMPROVEMENTS**
*Senior Engineer.*
Lexington-Fayette Urban County Government, KY



**FIRETHORN EXTENDED DETENTION BASIN IMPROVEMENTS**
*Senior Engineer.*
Lexington-Fayette Urban County Government, KY

## Education

*MS, Civil Engineering (Environmental), University of Kentucky, 1992*

*BS, Civil Engineering, University of Kentucky, 1990*

*AS, Prestonsburg Community College, 1988*

## Professional Certifications

*Professional Engineer, KY No. 19309*

*Land Surveyor-in-Training: Kentucky, No. 1232*

*Troxler Nuclear Gauge Certification, No. 093841*

*Permit-Required Confined Space Entry Training*

## Key Tasks

- *Construction Administration*
- *Construction Engineering*

## Scope Experience:

- Construction Administration
- Environmental Compliance
- Stormwater
- Water Quality
- Erosion Control

* LFUCG Project Experience

TETRA TECH



# **LUCY** Pacholik, PE, CDT

Lucy provides engineering, technical, and clerical support for environmental compliance projects for private, commercial, industrial, and government clients. This work includes air, water, and waste permitting; spill response plans including SPCC, BMP and GPP; data analysis and emissions evaluations for multiple facilities under a major national environmental contract; and project report technical quality control reviews. She is knowledgeable about the collection, preservation, and transporting of samples for analysis, as well as experienced in the operation and calibration of water and wastewater parameter monitoring devices and sequential samplers. In addition, Lucy oversees the annual renewal and continual compliance of Tetra Tech's Kentucky Wastewater Laboratory Certification Program.

*9+ years of experience* | *Supports LFUCG's Risk Management Plan Program for WWTPs* | *Expertise in Integrated Spill Plans*



**MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM**
*Project Engineer.*
Lexington-Fayette Urban County Government, KY



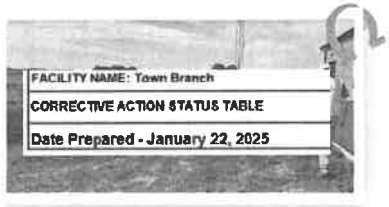
**WEST HICKMAN WET WEATHER STORAGE FACILITY – PHASE 2**
*Project Engineer & Construction Administrator*
Lexington-Fayette Urban County Government, KY



**WOLF RUN WET WEATHER STORAGE FACILITY**
*Project Engineer & Construction Administrator*
Lexington-Fayette Urban County Government, KY



**FIRETHORN DETENTION BASIN IMPROVEMENTS**
*Project Engineer.*
Lexington-Fayette Urban County Government, KY




**RISK MANAGEMENT PLAN**
*Project Engineer.*
Lexington-Fayette Urban County Government, KY



**BLUE GRASS AIRPORT**
*Project Engineer.*
LFUCAB, Lexington, KY

## Education

*MS, Civil Engineering, University of Kentucky, May 2019*

*BS, Civil Engineering, University of Kentucky, 2017*

*BA, Arts and Sciences, University of Kentucky, 2008*

## Professional Certifications

*Professional Engineer, KY, No. 37317*

*Construction Documents Tech. Certification (CDT)*

*USEPA Method 9 Opacity Certification*

*KEPSC Certified Inspector*

## Key Tasks

- *GIS Updates*
- *Water Quality Controls*
- *Hydrologic Models*
- *Water Quality Sampling*
- *Consent Decrees and Permitting*

## Scope Experience:

- MS4 Compliance
- Engineering Design
- Environmental Compliance
- Stormwater
- Water Quality
- Integrated Spill Plans
- Erosion Control

* LFUCG Project Experience

POLICY ANALYST



# **MOLLY** Foree Cummins, JD

THIRD ROCK CONSULTANTS

Molly is the President and owner of Third Rock Consultants and licensed attorney specializing in environmental law. In addition to managing the day-to-day business of Third Rock, Molly also acts as Client Representative and Contract Manager for select clients including LFUCG and Tetra Tech. Her Clean Water Act expertise and working knowledge of both state and federal implementing regulations makes her active participation in the management of Lexington's MS4 program invaluable. Most recently she worked closely with Third Rock technical leads and various stakeholders to develop a new water quality monitoring program for LFUCG which was subsequently approved by KDOW without comment. She is currently spearheading the development of a new Quality Assurance and Project Plan (QAPP) under which the new program will be implemented.

*32+ years of experience*

*Works hand-in-hand with Tetra Tech to implement LFUCG's MS4 Program*

*Environmental Regulatory Expertise*




**MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM**
*Client Representative/Contract Manager.*
Lexington-Fayette Urban County Government, KY




**WOLF RUN WATERSHED**
*Water Quality Improvements Project Contract Manager.*
Lexington-Fayette Urban County Government, KY




**MS4 PERMIT REQUIRED WATER QUALITY MONITORING**
*Contract Manager.*
Louisville Metropolitan Sewer District, Louisville, KY




**MS4 STORMWATER QUALITY MANAGEMENT PROGRAM PLAN**
*SWQMP Author, Client Representative.*
City of Covington, Covington, KY



**CANE RUN WATERSHED-BASED PLAN**
*Client Representative/Contract Manager.*
Kentucky Division of Water, Frankfort, KY




**WOLF RUN WATERSHED-BASED PLAN**
*Client Representative/Contract Manager.*
Lexington-Fayette Urban County Government, KY

## Education

*JD University of Kentucky College of Law, 1993*

*BA in English, University of Kentucky, 1990*

## Professional Certifications

*Licensed Attorney: Kentucky Bar Association, No. 84944*

## Key Tasks

- *MS4 Program Implementation*
- *Contract Administration*
- *Project Staffing/Coordination*
- *Quality Assurance/Control*

## Scope Experience:

- **MS4 Compliance**
- **Stakeholder Meetings/Facilitation Volunteer Coordination**
- **Phase 1 MS4 Permit Compliance NPDES Permitting**
- **Contract Administration**
- **Agency Consultation**
- **Regulatory Interpretation**

*** LFUCG Project Experience**

PROJECT ENGINEER



# WILLIAM "MAC" Hall, PE

THIRD ROCK CONSULTANTS

Since joining Third Rock in 2018, Mac has worked extensively with Tetra Tech to implement LFUCG's MS4 Water Quality Monitoring Program. In that role, Mac is involved in every aspect of the program from wet and dry weather grab sampling, to review, reconciliation, and analysis of analytical results. His experience using statistical and other science-based methodologies to interpret large data sets is invaluable, as is his GIS expertise that enables him to graphically represent results for technical and non-techical audiences alike. Mac was also responsible for implementing LFUCG's watershed-focused monitoring program in each of the 7 major watersheds, working closely with LFUCG, Tetra Tech, stakeholders, and volunteers to coordinate and carry out watershed-scale chemical and biological monitoring within prescribed index periods and under antecdent weather conditions.

*7+ years of experience* | *Works hand-in-hand with Tetra Tech to implement LFUCG's water quality monitoring program* | *Expertise in watershed planning*




**MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM**
*Project Engineer.*
Lexington-Fayette Urban County Government, KY



**WOLF RUN WATERSHED WATER QUALITY IMPROVEMENTS PROJECT**
*Project Manager/Design Lead.*
Lexington-Fayette Urban County Government, KY




**KORT SPRINGS DRAINAGE AND GREEN INFRASTRUCTURE PROJECT**
*Project Engineer.*
Louisville Metropolitan Sewer District, KY




**MS4 STORMWATER QUALITY MANAGEMENT PROGRAM PLAN**
*Project Engineer.*
City of Covington, KY



**UPPER BUCK CREEK WATERSHED-BASED PLAN**
*Project Engineer/Author.*
Pulaski County Conservation District, KY




**BEARGRASS CREEK BANK STABILIZATION AND IN-STREAM IMPROVEMENTS**
*Project Engineer.*
Louisville Metropolitan Sewer District, Lousiville, KY

## Education

*BS in Civil Engineering, Environmental Engineering Concentration, University of Kentucky, 2018*

## Professional Certifications

*Professional Engineer, KY No. 37751*
*KEPSC Inspector #221100110*
*MSD EPSC Contractor #15705019*
*MSD QPC Inspector #2024012*

## Key Tasks

- *Water Quality Monitoring*
- *Data Analysis and Modeling*
- *Watershed Planning*
- *BMP Design/Implementation*
- *Quality Assurance/Control*

## Scope Experience:

- MS4 Compliance
- Water Quality Monitoring
- Data Analysis and Modeling
- GIS Analysis and Mapping
- QA/QC Documentation
- Load Allocation
- BMP Design and Implementation
- Water Resource Planning
- Erosion and Sediment Control
- Stakeholder Coordination
- Technical Writing

* LFUCG Project Experience

ENVIRONMENTAL SCIENTIST

THIRD ROCK CONSULTANTS

# BERT Remley



Bert has been involved in monitoring LFUCG streams for more than 20 years, first for Commonwealth Technology and then for Third Rock beginning in 2001. As Third Rock Consultants' senior aquatic ecologist, he is involved in all aspects of LFUCG's water quality monitoring program from conducting dry and wet weather sampling and biological monitoring, to determining aquatic habitat use designations and preparing an annual monitoring report. His experience with Kentucky Division of Water sampling protocols, taxonomic expertise of aquatic organisms, and 20+ years of experience with the streams of Fayette County enable Bert to provide insight into changing water quality of these streams from both acute and chronic impairments. For example, Bert was integrally involved in the selection and characterization of each stream site monitored as part of LFUCG's watershed focused monitoring of Lexington's 7 major watersheds, and CWA §319 funded monitoring supporting the Cane Run and Wolf Run Watershed-Based Plans.

*28+ years of experience* | *Lead LFUCG's MS4 permit-required biological monitoring efforts* | *Expertise in biological monitoring*

LEXINGTON




**MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM**
*Environmental Scientist.*
Lexington-Fayette Urban County Government, KY

msd
Safe, clean waterways

**MS4 WATER QUALITY MONITORING & AQUATIC TAXONOMY**
*Senior Ecologist / Aquatic Taxonomist.*
Louisville Metropolitan Sewer District, Louisville, KY

Northeast Ohio Regional Sewer District

**MS4 AQUATIC MACROINVERTEBRATE TAXONOMY & METRIC CALCULATION**
*Senior Aquatic Taxonomist.*
Northeast Ohio Regional Sewer District, Cleveland, OH

Managing Northern Kentucky's Watershed and Storm Water
SDI

**MS4 AQUATIC MACROINVERTEBRATE TAXONOMY & METRIC CALCULATION**
*Senior Aquatic Taxonomist.*
Sanitation District No. 1, Ft. Wright, KY



**CANE RUN WATERSHED-BASED PLAN**
*Senior Ecologist/Aquatic Taxonomist.*
Kentucky Division of Water, Frankfort, KY




**WOLF RUN WATERSHED-BASED PLAN**
*Senior Ecologist/Aquatic Taxonomist.*
Lexington-Fayette Urban County Government, KY

## Education

*MS in Biology, Morehead State University, 1997*

*BS in Biology, University of Kentucky, 1991*

## Professional Certifications

*SFS Taxonomic Certification*

*OH EPA Level 3 Qualified Data Collector*

*WTI Certified Wetland Delineator*

## Key Tasks

- *Macroinvertebrate Sampling*
- *Fish Sampling*
- *Aquatic Taxonomy*
- *Metric Calculation*
- *Stream Habitat Assessment*
- *Water Quality Monitoring*
- *Laboratory QA/QC*

## Scope Experience:

- Water Quality
- Data Analysis
- Macroinvertibrate Sampling
- Macroinvertebrate Identification
- Fish Sampling
- Fish Identification
- Habitat Evaluation
- Water Chemistry Sampling

* LFUCG Project Experience

## CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government ("LFUCG") may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 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 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 classifies the subject matter of this bid as an expenditure under the Amercian Rescue Plan Act. 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. Either party may terminate this Agreement for good cause shown with forty-five (45) 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 45 days, then the Agreement shall terminate on the forty-fifth day.

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 American Rescue Plan Act 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 American Rescue Plan Act 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.

Richard W. Walker
Signature

March 20, 2025
Date

Richard Walker, PE

**SELECTION CRITERIA:**

A. Hourly Rate 10 Points
B. Specialized experience and technical competence of the person or firm 25 Points
C. Capacity of the person or firm organization to perform the work. 15 Points
D. Character, integrity, reputation, judgment, experience and efficiency of the person or firm 15 Points
E. Past record and performance on contracts or services with the Urban County Government or other governmental agencies and private industry with respect to such factors as quality of work and ability to report in a timely manner; 15 Points
F. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 20 Points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net**

# Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

**PRIVILEGED AND CONFIDENTIAL**

# AFFIRMATIVE ACTION PROGRAM
# FOR
# WOMEN & MINORITIES

**Tetra Tech, Inc**




01/01/2025 to 12/31/2025

# AFFIRMATIVE ACTION PROGRAM
# FOR
# WOMEN & MINORITIES

**Contractor:** Tetra Tech, Inc.

**EEO Manager:** Janet Brunner

01/01/2025 to 12/31/2025

## CONFIDENTIAL TRADE SECRET MATERIALS

**(Not for distribution except on a need-to-know basis.)**

This affirmative action program contains confidential information that is subject to the provision of 18 U.S.C. 1905, Chrysler Corp. v. Brown. 441 U.S. 281, 19 FEP 475 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information is considered arbitrary and capricious and is in violation of the Administrative Procedure Act. See CNA Financial Corp. v. Donovan 830 F.2nd 1132, 1144 and n. 73 (D.C. Cir.) certiorari denied, 485 U.S. 977 (1988). Copies of this affirmative action program and all related appendices, documents, and support data are made available on loan to the U.S. Government upon the request of said Government on the condition that the Government holds them totally confidential and does not release copies to any persons whatsoever. This affirmative action program and its appendices and other supporting documents contain much confidential information that may reveal, directly or indirectly, plans for business or geographical expansion or contraction. Pursuant to the Freedom of Information Act, this affirmative action program is exempt from disclosure, reproduction and distribution upon the grounds, among others, that such material constitutes 1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, and that are exempt from disclosure under 5 U.S.C. 552(b) (6); 2) confidential, commercial or financial information, which is exempt from disclosure under 5 U.S.C. 552(b) (4); 3) investigatory records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, and that are exempt from disclosure under 5 U.S.C. 552(b) (7) (C); and 4) matters specifically exempted from disclosure by statute, which are exempt from disclosure under 5 U.S.C. 552(b) (3). Notice is hereby given of a request that this Program be kept confidential.

Tetra Tech, Inc wishes to make it clear that it does not consent to the release of any information whatsoever contained in this affirmative action program under the Freedom of Information Act or otherwise. If the U.S. Government, or any agency or subdivision thereof, is considering breaching the conditions under which this affirmative action program was loaned to such government, or is considering a request of this Program under the Freedom of Information Act, request is hereby made that the Government immediately notify Tetra Tech, Inc and its counsel of any and all Freedom of Information Act requests by the government or any other contemplated release of this Program by the Government that relates to information obtained by the Government. Tetra Tech, Inc further requests that everyone who has any contact with this affirmative action program and its supporting appendices, documents and other data treats such information as totally confidential and that such information not be released to any person whatsoever. Retention or disclosure of information relating to identifiable individuals may also violate the Privacy Act of 1974.

# INTRODUCTION

Tetra Tech, Inc develops an annual affirmative action program as one of several tools to implement the affirmative action policies effectively. The form, language and analysis of the program necessarily complies with the requirements of 41 CFR 60-2, et seq. (affirmative action programs) and other regulations established pursuant to the provisions of Executive Order 11246 and all other civil rights related laws and regulations that have or may be enacted, as amended. Accordingly, terminology such as "problem areas" and "utilization analysis" appearing in this affirmative action program is that which the organization is required to use by these regulations. The criteria used in relation to these terms are those specified by the Government. These terms have no independent legal or factual significance whatsoever. Although Tetra Tech, Inc uses this terminology and methodology in connection with this affirmative action program and the affirmative action policies, such usage does not necessarily signify that the organization agrees that these terms properly apply to any particular factual situation.

Information regarding identifiable individuals is private and confidentially maintained. Everyone who has official access to confidential data will exercise every precaution to protect this information.

## DESIGNATION OF RESPONSIBILITY

**41 CFR Section 60-2.17(a), 60-2.10(b)(2)(i)**

Dan Batrack, CEO, has overall responsibility for implementation of the Equal Employment Opportunity Policy. Janet Brunner, Equal Employment Opportunity Manager, assumes the responsibility for the development, implementation and monitoring of the affirmative action program, which includes all those positions located in subordinate and/or lower-level establishments for which the selection decisions are made at the corporate level.

Responsibility for the implementation and monitoring of the affirmative action program rests with the EEO Manager, whose responsibilities include but are not limited to the following:

1. Developing policy statements and affirmative action programs.

2. Developing internal and external communication procedures when appropriate.

3. Developing an internal audit and reporting system that:

    a. Identifies areas that require remedial action, and develops programs to correct those problem areas.

    b. Determines the degree to which the goals and objectives are reached.

4. Monitoring the following internal practices:

    a. Proper display of EEO posters and policies.

    b. Full participation of minority, female, and disabled employees in all Tetra Tech, Inc sponsored educational, training, recreational, and social activities.

5. Assisting management in solving any identified problems. It is the responsibility of department heads, managers, and supervisors to provide the EEO Manager with such information and/or statistical data as is necessary to measure progress toward the attainment of goals and to assure good faith efforts to implement the affirmative action program. Such information and/or statistical data are used to set reasonable placement goals.

6. Keeping management informed of the latest developments in the equal employment opportunity area.

7. Assisting employees in solving problems and resolving EEO complaints.

8. Serving as a liaison between Tetra Tech, Inc and appropriate women and minority groups.

9. Serving as a liaison between Tetra Tech, Inc and appropriate EEO enforcement agencies.

## IDENTIFICATION OF PROBLEM AREAS

**41 CFR Section 60-2.17(b)**

As part of the monitoring practice, an analysis of personnel matters is conducted. The following items are considered:

1. Composition of the workforce by minority group and sex. Good faith placement goals are established where necessary.

2. Composition of applicant flow by minority group and sex. Corrective action is taken when appropriate whenever the referral ratio of women and minorities indicates a significantly higher percentage is being rejected as compared to non-minority and male applicants.

3. Compensation system. Tetra Tech, Inc evaluates its compensation system to determine whether there are gender, race or ethnicity-based disparities. The purpose of the analysis is to identify potential areas where impediments to equal employment opportunity may exist. Disparities alone do not necessarily indicate a problem area; there may be many non-discriminatory reasons for a disparity.

4. Selection process. The selection process includes: position descriptions, titles, application forms, pre-employment forms, interview procedures, test validity and administration, referral procedures, final selection process and similar factors. The application and related pre-employment forms are in compliance with federal guidelines, and position descriptions accurately reflect actual duties and responsibilities.

The following areas are reviewed annually to ensure the success of this affirmative action program:

- Transfer and promotion practices,
- Facility and Tetra Tech, Inc sponsored recreational, social and educational events,
- EEO posters,
- Policy statements,
- Training Programs, and
- Suitable housing and transportation does not inhibit recruitment efforts and employment of minorities.

# ORGANIZATIONAL PROFILE
## 41 CFR Section 60-2.11

Organizational Display

The Organizational Display is a detailed presentation of the Tetra Tech, Inc. organizational structure. It identifies each organizational unit and shows the relationship to other organizational units.

An organizational unit is any component part of the Tetra Tech, Inc. corporate structure. It might be a department, division, section, branch, group, project team, job family, or similar component. This includes an umbrella unit (such as a department) that contains a number of subordinate units, and it separately includes each of the subordinate units (such as sections or branches).

For each organizational unit, the organizational display includes the following:

1. The name of the unit;
2. The job title, gender, race, and ethnicity of the unit supervisor(s) (if the unit has a supervisor);
3. The total number of male and female incumbents; and
4. The total number of male and female incumbents in each of the separate minority groups.

The total number of incumbents in each minority classification is given for each job title. All job titles, including all managerial job titles, are listed.

## WORKFORCE BY JOB GROUP

**41 CFR Sections 60-2.12, 60-2.17(b)(1)**

The Job Group Analysis groups jobs with similar content, wage rates, and opportunities into job groups. This analysis includes a list of the job titles that constitute each job group.

## PLACEMENT OF INCUMBENTS IN JOB GROUPS

**41 CFR Section 60-2.13**

Tetra Tech, Inc states separately the percentage of minorities and the percentage of women it employs in each job group established pursuant to Sec. 60-2.12.

## WORKFORCE BY JOB GROUP - ANNOTATIONS

**41 CFR Section 60-2.1e**

Tetra Tech, Inc. prepares a separate Job Group Annotations report, which lists employees who are included in an affirmative action program for an establishment other than the one in which the employees are located, and identifies the actual location of such employees.

## EVALUATION OF PERSONNEL ACTIVITY
### 41 CFR Section 60-2.17(b)(2)

Tetra Tech, Inc. evaluates personnel activity to determine whether there are selection disparities.

## DETERMINING AVAILABILITY

### 41 CFR Section 60-2.14

Availability is an estimate of the number of qualified minorities or women available for employment in a given job group, expressed as a percentage of all qualified persons available for employment in the job group. The purpose of the availability determination is to establish a benchmark against which the demographic composition of the incumbent workforce can be compared in order to determine whether barriers to equal employment opportunity may exist within particular job groups.

Tetra Tech, Inc. separately determines the availability of women and minorities for each job group. To determine availability, Tetra Tech, Inc. considers the following factors:

1. The percentage of minorities or women with requisite skills in the reasonable recruitment area. The reasonable recruitment area is defined as the geographical area from which the contractor usually seeks or reasonably could seek workers to fill the positions in question. 41 C.F.R. 60-2.14(c)(1).

   Factor 1a considers the percent of women and minorities with requisite skills in a local recruitment area. The most current U.S. Census data is used to derive the availability of women and minorities. If this factor is used, it is because Tetra Tech, Inc. recruits, and many of its applicants live within the local recruitment area, or because we plan on recruiting in this region in the future. Any recruitment practices unique to a job group are noted on the Availability Analysis.

2. The percentage of minorities or women among those promotable, transferable, and trainable within the contractor's organization. Trainable refers to those employees within the contractor's organization who could, with appropriate training that the contractor is reasonably able to provide, become promotable or transferable during the AAP year. 41 C.F.R. 60-2.14(c)(2).

   Factor 2a considers the percentage of women and minorities promotable and transferable within the contractor's organization. If this factor is chosen, it is because we fill positions by recruiting from within the workforce either through promotions or transfers. Internal applicants normally apply for these positions. Any recruitment practices unique to a job group are noted on the Availability Analysis.

## PLACEMENT GOALS - COMPARING INCUMBENCY TO AVAILABILITY

**41 CFR Section 60-2.15**

Tetra Tech, Inc compares the percentage of women and minorities in each job group determined pursuant to Sec. 60-2.13 with the availability for those job groups determined pursuant to Sec. 60-2.14. When the percentage of minorities or women employed in a particular job group is less than would reasonably be expected given their availability percentage in that particular job group, a placement goal is established in accordance with Sec. 60-2.16.

## PLACEMENT GOALS
### 41 CFR Section 60-2.16

Placement goals serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. Placement goals are also used to measure progress toward achieving equal employment opportunity.

The establishment of a goal under Sec. 60-2.15 is neither a finding nor an admission of discrimination.

Where, pursuant to Sec. 60-2.15, a placement goal for a particular job group is established, a percentage goal is equal to the availability figure derived for women or minorities, as appropriate, for that job group.

In establishing placement goals, the following principles from Sec 60-2.16(e) also apply:

1. Placement goals are neither rigid or inflexible quotas, nor are they considered to be either a ceiling or a floor for the employment of particular groups.

2. All employment decisions are made in a nondiscriminatory manner. Placement goals are not used to extend a preference to any individual, select an individual, or adversely affect an individual's employment status on the basis of that person's race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.

4. Placement goals are not used to supersede merit selection principles.

## ACTION ORIENTED PROGRAMS

### 41 CFR Section 60-2.17(c)

Tetra Tech, Inc develops these action-oriented programs to correct any problem areas identified in the Identification of Problem Areas 41 C.F.R. Section 60-2.17(b) and to attain established goals and objectives.

THE SELECTION PROCESS

1. At least annually, a detailed analysis of position descriptions is conducted to ensure that they accurately reflect position functions.

2. Job requirements are validated by division, department, location or other appropriate organizational units. Special attention is given to academic, experience, physical, and skill requirements to ensure that the requirements themselves do not constitute inadvertent discrimination. Job specifications are free from bias in regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disabled or veteran status, except where there is a bona fide occupational qualification. Job requirements are validated when the number of individuals from a particular race or gender group is disproportionately selected as determined by Impact Ratio studies.

3. Position descriptions and specifications are distributed to recruiting sources and members of management involved in the recruiting, screening, selection, and promotion processes.

4. Selection processes are evaluated at least annually to ensure that they are nondiscriminatory.

5. Individuals who have a role in the selection process are chosen with special care given to their qualifications for such roles and are provided any necessary ongoing training to ensure that the selection processes remain nondiscriminatory.

RECRUITMENT

Any one or all of the following techniques are used to improve recruitment and increase the flow of minority or female applicants:

1. Linkage with recruiting sources, which may include briefing sessions, plant tours, presentations by minority and female employees, and full descriptions of appropriate job openings and the selection process;

2. Encouragement of minority and female employees to refer qualified applicants;

3. Inclusion of women and minorities on the personnel staff;

4. Minority and female participation in career days, youth motivation programs and other similar programs in the community;

5. Minority and female participation in "job fairs;"

6. Active recruiting at various training institutions, especially those that have high minority and female enrollments; and

7. Expansion of help-wanted advertising to include the minority news media and women's interest media.

PROMOTIONS

Any one or all of the following techniques are used to improve promotional opportunities for minority and female employees:

1. Posting or general announcement of all appropriate job openings;

2. Assessment of current female and minority employees' academic, skill and experience levels;

3. Provision of job training and work-study programs;

4. Completion of performance appraisals;

5. Validation of job specifications;

6. Justification by supervisors when apparently qualified minority or female employees are passed over;

7. Establishment of career counseling programs, which may include attitude development, education aid, job rotations, buddy systems and similar programs;

8. Ongoing review of seniority practices in clauses and contracts to ensure that they are nondiscriminatory; and

9. Review of all company-sponsored recreational and social activities to ensure that they are desegregated.

## INTERNAL AUDIT AND REPORTING SYSTEMS

### 41 CFR Section 60-2.17(d)

Monitoring and reporting procedures are developed to evaluate the extent to which the goals of the affirmative action program are being met. Tetra Tech, Inc takes the following measures:

1. Information on race and sex is obtained when an application for a position is submitted.

2. An Adverse Impact (Impact Ratio) Analysis is performed when sufficient data exists on applicants, hires, promotions, and terminations to ensure compliance with the Uniform Employment Selection Guidelines.

3. Any training programs are analyzed regularly to eliminate potential discrimination in participation rates.

4. Any tests administered are routinely analyzed to uncover potential discrimination in grading scores or test results.

5. Compensation practices are reviewed at least annually for wage discrepancies.

6. The Availability Analysis for women and minorities is reviewed and good faith placement goals are established when necessary.

7. Progress toward established goals is reviewed at least annually for possible adjustments to employment practices.

8. Internal reporting is prepared as needed to determine why goals were not met.

9. Results of the affirmative action program are reviewed with all levels of management.

10. Top management is informed on a regular basis of the effectiveness of these policies and any recommendations for improvement.

## GOALS PROGRESS

**41 CFR Section 60-2.16, 60-2.17(d)**

Tetra Tech, Inc. monitors progress toward goals.

## RELIGION AND NATIONAL ORIGIN DISCRIMINATION GUIDELINES

**41 CFR Section 60-50**

Tetra Tech, Inc reaffirms its policy to afford equal employment opportunity to all individuals. Neither national origin nor religion is a factor in recruitment, selection, promotion, transfer, termination, or participation in training. The following activities are undertaken to ensure that religion and national origin are not used as a basis for employment decisions:

1. Employment practices are reviewed to ensure that members of particular religious and/or ethnic groups are given equal employment opportunities.

2. All employees, including supervisors, managers, and executives are informed of our commitment to provide equal employment opportunity without regard to religion or national origin.

3. Recruitment sources are informed of our commitment to provide equal employment opportunity without regard to religion or national origin.

4. Internal procedures exist to implement equal employment opportunity without regard to national origin or religion.

## ACCOMMODATION FOR RELIGIOUS OBSERVANCE AND PRACTICE

**41 CFR Section 60-50.3**

The religious observances and practices of employees are accommodated by Tetra Tech, Inc, except where such accommodation would cause undue hardship on the conduct of business. The accommodation offered is determined by considering business necessity, financial expense and any personnel coverage problems that may result.

## NONDISCRIMINATION
### 41 CFR Section 60-50.5

Tetra Tech, Inc does not discriminate against any qualified employee or applicant because of race, color, sex, sexual orientation, gender identity, age, disabled, or veteran status in implementing the policy concerning nondiscrimination based on religion or national origin

## WORKFORCE ANALYSIS FORM

**Name of Organization:** Tetra Tech, Inc.

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black of 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** | 1846 | 1028 | 476 | 63 | 46 | 34 | 26 | 1 | 1 | 74 | 53 | 4 | 2 | 18 | 20 | 1222 | 624 |
| **Professionals** | 5623 | 2509 | 1562 | 264 | 218 | 173 | 134 | 10 | 6 | 287 | 196 | 14 | 17 | 128 | 105 | 3385 | 2238 |
| **Superintendents** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Supervisors** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Foremen** | 219 | 108 | 8 | 53 | 2 | 14 | 0 | 1 | 1 | 22 | 3 | 2 | 0 | 4 | 1 | 204 | 15 |
| **Technicians** | 1017 | 528 | 144 | 116 | 32 | 68 | 6 | 7 | 3 | 31 | 13 | 12 | 1 | 43 | 13 | 805 | 212 |
| **Protective Service** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Para-Professionals** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Office/Clerical** | 833 | 88 | 272 | 55 | 107 | 40 | 141 | 1 | 7 | 10 | 45 | 2 | 2 | 14 | 49 | 210 | 623 |
| **Skilled Craft** | 51 | 29 | 0 | 11 | 0 | 6 | 0 | 0 | 0 | 2 | 0 | 1 | 0 | 2 | 0 | 51 | 0 |
| **Service/Maintenance** | 8448 | 1660 | 906 | 445 | 190 | 2389 | 1940 | 11 | 3 | 31 | 14 | 35 | 16 | 469 | 339 | 5040 | 3408 |
| **Total** | 18037 | 5950 | 3368 | 1007 | 595 | 2724 | 2247 | 31 | 21 | 457 | 324 | 70 | 38 | 678 | 527 | 10917 | 7120 |

Richard W. Walker

**Prepared by:** Richard Walker, PE - Vice President **Date:** 03 / 20 / 2025

***(Name and Title)***

***Revised 2015-Dec-15***

## AFFIDAVIT

Comes the Affiant, Richard Walker, PE, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Richard Walker, PE and he/she is the individual submitting the proposal or is the authorized representative of Tetra Tech, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

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.

**Continued on next page**

Further, Affiant sayeth naught.

Richard W. Walker

Richard Walker, PE

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Richard Walker on this the 14th day of March, 2025.

My Commission expires: 04-24-2028

Mary L Corbitt

NOTARY PUBLIC, STATE AT LARGE



# EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

**********

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

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

Bidders

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

Richard W. Walker

*Signature*

Tetra Tech, Inc.

*Name of Business*

Richard Walker, PE

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:
Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Tetra Tech, Inc.

Complete Address: 424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503
Street City Zip

Contact Name: Richard Walker, PE Title: Vice President

Telephone Number: 859.619.8013 Fax Number: 859.224.1025

Email address: Richard.Walker@tetratech.com

**MINORITY BUSINESS ENTERPRISE PROGRAM**

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***Certified Disadvantaged Business Enterprise (DBE)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

***Certified Minority Business Enterprise (MBE)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

***Certified Women Business Enterprise (WBE)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

***Certified Veteran-Owned Small Business (VOSB)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

***Certified Service -Disabled Veteran Owned Small Business (SDVOSB)*** *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the

Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

**LFUCG MWDBE PARTICIPATION FORM**
**Bid/RFP/Quote Reference #** 1-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

| MWBE Company, Name, Address, Phone, Email | DBE/MBE WBE/VOSB/SDVOSB | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|---|---|---|---|
| 1. Third Rock Consultants 2526 Regency Road, Suite 180 Lexington, KY 40503 859.977.2000 mforee@thirdrockconsultants.com | WBE | Water Quality Monitoring and Analyses | TBD After refinement of the scope of work | 40% (estimated) |
| 2. Salt River Engineering 108 West Poplar Street Harrodsburg, KY 40330 connie@saltrivereng.com | Veteran-Owned | Technical Support | TBD After refinement of the scope of work | 3% (estimated) |
| 3. | | | | |
| 4. | | | | |

The undersigned company representative submits the above list of MWDBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tetra Tech, Inc.

**Company**

03/20/2025

**Date**

Richard W. Walker

**Company Representative** Richard Walker, PE

Vice President

**Title**

**LFUCG MWDBE SUBSTITUTION FORM**
**Bid/RFP/Quote Reference #** 01-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

| SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email | DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|---|---|---|---|---|---|
| 1. N/A | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tetra Tech, Inc.
**Company**

Richard Walker, PE Richard W. Walker
**Company Representative**

3/20/2025
**Date**

Vice President
**Title**

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

| | | | |
|---|---|---|---|
| **Proposer Name:** | Tetra Tech, Inc. | **Date:** | 03/20/2025 |
| **Project Name:** | MS4 Annual Program Management Services | **Project Number:** | #01-2025 |
| **Contact Name:** | Richard Walker, PE | **Telephone:** | 859.619.8013 |
| **Email:** | Richard.Walker@tetratech.com | | |

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** No ☒ Yes ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

**Third Rock Consultants**
**Salt River Engineering**
**Magna Engineers**

Note: Tetra Tech is a global engineering firm that delivers innovative solutions on over 110,000 projects annually. We are committed to partnering with small businesses and routinely engage minority-owned, veteran-owned, and small businesses as subconsultants on our projects. Rather than providing an exhaustive list, we have included the firms with whom our Kentucky office has most frequently collaborated over the past two years.

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

No ☐ Yes ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

# ATTACHMENT A – SMALL and DISADVANTAGED, MINORITY-, WOMEN-, and VETERAN-OWNED BUSINESS OUTREACH PLAN

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.

☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.

☒ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.

☐ Bidder sponsored an Economic Inclusion Outreach event.

☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.

☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.

☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.

☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.

☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

**N/A**

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

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

| | |
|---|---|
| Tetra Tech, Inc. | Richard Walker, PE Richard W. Walker |
| **Company** | **Company Representative** |
| March 20, 2025 | Vice President |
| **Date** | **Title** |

4870-1925-6809, v. 1

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

(a) Failure to perform the contract according to its terms, conditions and specifications;
(b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Richard W. Walker

Signature

Richard Walker, PE

March 20, 2025

Date

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/24/2024

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 | CONTACT NAME: | |
|---|---|---|
| Aon Risk Insurance Services West, Inc.<br>Los Angeles CA Office<br>707 Wilshire Boulevard<br>Suite 2600<br>Los Angeles CA 90017-0460 USA | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Tetra Tech, Inc.<br>424 Lewis Hargett Circle<br>Suite 110<br>Lexington KY 40503 USA | INSURER A: Safety National Casualty Corp | 15105 |
| | INSURER B: American International Group UK Ltd | AA1120187 |
| | INSURER C: Allied World Surplus Lines Insurance Co | 24319 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 570108397090 **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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X X, C, U Coverage<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | | | GL6676804 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $2,000,000<br>$1,000,000<br>$10,000<br>$2,000,000<br>$4,000,000<br>$4,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | CA 6676805 | 10/01/2024 | 10/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $5,000,000 |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $100,000 | | | 62785232 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000 |
| A<br>A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | LDC4068970<br>AOS<br>PS4068969<br>WI | 10/01/2024<br>10/01/2024 | 10/01/2025<br>10/01/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |
| C | Environmental Contractors and Prof | | | 03120276<br>Prof/Poll-Claims Made Cov<br>SIR applies per policy terms & conditions | 10/01/2024 | 10/01/2025 | Each Claim<br>Aggregate | $2,000,000<br>$2,000,000 |

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

Evidence of Insurance. Stop Gap Coverage for the following states: OH, ND, WA, WY.

**CERTIFICATE HOLDER**

Tetra Tech, Inc.
424 Lewis Hargett Circle, Suite 110
Lexington KY 40503 USA

**CANCELLATION**

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

*Aon Risk Insurance Services West, Inc.*

Holder Identifier : 179

Certificate No : 570108397090

©1988-2015 ACORD CORPORATION. All rights reserved.

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 09/24/2024

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**
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Safety National Casualty Corp | 15105 |
| INSURER B: | American International Group UK Ltd | AA1120187 |
| INSURER C: | Allied World Surplus Lines Insurance Co | 24319 |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
Tetra Tech, Inc.
424 Lewis Hargett Circle
Suite 110
Lexington KY 40503 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570108397090 **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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | GL6676804 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE | $2,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | X X, C, U Coverage | | | | | | MED EXP (Any one person) | $10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | POLICY [X] PRO-JECT [X] LOC | | | | | | GENERAL AGGREGATE | $4,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $4,000,000 |
| A | AUTOMOBILE LIABILITY | | | CA 6676805 | 10/01/2024 | 10/01/2025 | COMBINED SINGLE LIMIT (Ea accident) | $5,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY ( Per person) | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| B | X UMBRELLA LIAB X OCCUR | | | 62785232 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE | $10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $10,000,000 |
| | DED X RETENTION $100,000 | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | LDC4068970 | 10/01/2024 | 10/01/2025 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N | N/A | | AOS | | | | |
| A | (Mandatory in NH) | | | PS4068969 | 10/01/2024 | 10/01/2025 | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | WI | | | E.L. DISEASE-EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | $1,000,000 |
| C | Environmental Contractors and Prof | | | 03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions | 10/01/2024 | 10/01/2025 | Each Claim<br>Aggregate | $2,000,000<br>$2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Evidence of Insurance. Stop Gap Coverage for the following states: OH, ND, WA, WY.

**CERTIFICATE HOLDER**

Tetra Tech, Inc.
424 Lewis Hargett Circle, Suite 110
Lexington KY 40503 USA

**CANCELLATION**

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**

Aon Risk Insurance Services West Inc.

Holder Identifier : 179

Certificate No : 570108397090

©1988-2015 ACORD CORPORATION. All rights reserved.

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**ADDENDUM No. 1**

RFP Number: **1-2025**

Date: March 14, 2025

Subject: MS4 Program Manager

Address inquiries to:
Q&A Module on Ion Wave

Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

**TO ALL PROSPECTIVE SUBMITTERS:**

Please be advised of the following modifications to the above referenced Bid:

**Please see the attached questions and answers.**

**The selection criteria shown will be what is used for the selection process disregard the criteria shown earlier in the rfp documents.**

Todd Slatin

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Tetra Tech, Inc.

ADDRESS: 424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503

SIGNATURE OF BIDDER: Richard W. Walker

**MS4 Program Management Pre-Proposal Meeting**

Location: LFUCG Division of Water Quality, North Elkhorn Conference Room

Date & Time: March 10, 2025, at 10:00 a.m.

The following three questions were raised in the meeting:

1) Division of Water and EPA inspections were mentioned in the scope of services, is construction oversight inspection part of the program management services?

    a. On rare occasions, program managers will be involved in construction site visits if something unusual is coming up that DWQ would like to collaborate on. Program management is currently involved in verifying vegetative cover for RMP projects.

2) What is the frequency of Division of Water MS4 permit inspections?

    a. Audits of the MS4 program by the Division of Water are typically every 2 years but have been lapsing.

3) What does community outreach look like?

    a. The Division of Environmental Services collaborates with Division of Water Quality to achieve this permit requirement. They initiate or gather information on several routine activities throughout the year.

The deadline for questions was noted inaccurately as March 19th in the pre-proposal meeting but should be March 13th at 3:00 p.m. as recorded in Ion Wave.

## MS4 Program Management Pre-Proposal Meeting: March 10, 2025

***Please Print***

| Name | Organization | Email address |
|---|---|---|
| Greg Lubeck | LFUCG - DWQ | glubeck@lexingtonky.gov |
| Jeremy Whitehouse | Terracon | Jeremy.Whitehouse@Terracon.com |
| Samantha Wickizer | Metric Environmental | samanthaw@metricenv.com |
| Danette Kinaszczuk | Arcadis | danette.kinaszczuk@arcadis |
| Abby Terry | Tetra Tech | abby.terry@tetratech.com |
| Richard Walker | Tetra Tech | richard.walker@tetratech.com |
| Bailee Young | LFUCG - DWQ | byoung@lexingtonky.gov |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Selection Criteria**

Firms or teams shall submit one (1) electronic version of their proposal through Ion Wave. The proposal shall include a Letter of Transmittal, along with tabbed dividers for each of the seven selection criteria listed below. An eighth tabbed divider may be used for the forms and signed affidavit required by this RFP. The selection criteria and points allocated to each criterion are as follows:

1. Estimated Cost of Services (20 pts): Submitted schedule of hourly rates for all job titles and all employees of the Consultant who are expected to bill hours to any task described in the scope of services. Submitted hourly rates shall be firm prices for the first 2 years of the Procurement Contract. After 2 years, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per 2-year interval. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts. Price increases must be approved by the Lexington-Fayette County Government before they can be applied to the contract.
2. Submitted schedule of laboratory fees for the analytes listed in the current MS4 Permit. (The final contract price will be negotiated and determined after refinement of the scope in the initial scoping meetings.)
3. Specialized Experience and Technical Competence (15 pts): Proven experience and competence of the persons or firm(s) (including a joint venture or association) with the type of service requested. The proposal should clearly identify the person(s) to serve as Project / Program Manager, as well as the Principal Project Engineer(s).
4. Demonstrated Capacity of the Person or Firm To Perform the Work (15 pts): Demonstrated capacity of the person or firm(s) to perform the work, including any specialized services, within the time limitations.
5. Past Record and Performance (15 pts): Past record and performance on contracts with the Lexington-Fayette Urban County Government or with other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules.
6. Familiarity with the Details of the Project (20 pts): Familiarity with the details of the project, including KPDES Phase I MS4 Permit and SWQMP.
7. Degree of Local Employment (15pts): Degree of local employment to be provided by the person, firm, or team in the performance of the contract. Local employment shall be defined as being located in the counties served by the Bluegrass Area Development District (see BGADD.org for a complete list).

# EXHIBIT D

## Further Description of Basic

## Engineering Services and

## Related Matters

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP NO. 1-2025) WITH TETRA TECH, INC., FOR ANNUAL PROGRAM MANAGEMENT SERVICES FOR CONSENT DECREE IMPLEMENTATION AND MS4 PERMIT COMPLIANCE, AT A COST NOT TO EXCEED $814,000.00, SUBJECT TO THE BUDGETING OF SUFFICIENT FUNDS IN FISCAL YEAR 2026.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement (awarded pursuant to RFP No. 1-2025), which is attached hereto and incorporated herein by reference, with Tetra Tech, Inc., for annual Program Management Services for Consent Decree Implementation and MS4 Permit Compliance, at a cost not to exceed $814,000.00 (FY 2026).

Section 2 – That an amount, not to exceed the sum of $814,000.00, be and hereby is approved for payment to Tetra Tech, Inc., from account #4052 – 303204 – 71205, pursuant to the terms of the Agreement and subject to the budgeting of sufficient funds in Fiscal Year 2026.

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
0458-25:JTH:4906-6861-2159, v. 1

RESOLUTION NO. 252 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP NO. 1-2025) WITH TETRA TECH, INC., FOR ANNUAL PROGRAM MANAGEMENT SERVICES FOR CONSENT DECREE IMPLEMENTATION AND MS4 PERMIT COMPLIANCE, AT A COST NOT TO EXCEED $814,000.00, SUBJECT TO THE BUDGETING OF SUFFICIENT FUNDS IN FISCAL YEAR 2026.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement (awarded pursuant to RFP No. 1-2025), which is attached hereto and incorporated herein by reference, with Tetra Tech, Inc., for annual Program Management Services for Consent Decree Implementation and MS4 Permit Compliance, at a cost not to exceed $814,000.00 (FY 2026).

Section 2 – That an amount, not to exceed the sum of $814,000.00, be and hereby is approved for payment to Tetra Tech, Inc., from account #4052 – 303204 – 71205, pursuant to the terms of the Agreement and subject to the budgeting of sufficient funds in Fiscal Year 2026.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0458-25:JTH:4906-6861-2159, v. 1

# ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of June 24, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**"OWNER"**), an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A and **Tetra Tech, Inc.** with offices located in Lexington, Kentucky (**"CONSULTANT"**). **OWNER** intends to proceed with the **Municipal Separate Storm Sewer System (MS4) Annual Program Management Services** as described in the attached **EXHIBIT A, RFP #1-2025 (the "PROJECT")**. The **CONSULTANT** shall perform professional services and deliverables as described in Exhibit A, which includes customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis. The services are hereinafter referred to as the **PROJECT**.

**OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

## SECTION 1 - BASIC SERVICES OF CONSULTANT

### 1.1. General

**CONSULTANT** shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

### 1.2. Incorporated Documents

The following documents are incorporated herein by reference as part of this Agreement:

1. **EXHIBIT A –RFP #1-2025 Scope of Engineering Services and Related Matters (including Addendums)**.
2. **EXHIBIT B** – Certificate of Insurance
3. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to RFP #1-2025).
4. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters.

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C**.

### 1.3. Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #1-2025, **EXHIBIT C**, Proposal of Engineering

Services and Related Matters, and **EXHIBIT D**, Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed, **CONSULTANT** shall:

**1.3.1** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.

**1.3.2** The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached **EXHIBIT A** "MS4 Annual Program Management Services; RFP #1-2025" (including Appendices and Addendums), and attached **EXHIBIT C** the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT's** response to RFP #1-2025), and amendments to the **CONSULTANT'S** proposal included in attached **EXHIBIT D** "Further Description of Basic Engineering Services and Related Matters," unless otherwise agreed to in writing by the parties.

**1.3.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

**1.3.4** The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in **EXHIBIT A**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

**1.3.5** After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in **EXHIBIT A**. One electronic copy of all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in **EXHIBIT A**.

**1.3.6** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

## SECTION 2 - EXTRA WORK BY CONSULTANT

**2.1.** The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.

**2.2.** All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

## SECTION 3 - OWNER'S RESPONSIBILITIES

**OWNER** shall:

**3.1.** Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

**3.2.** Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

**3.3.** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

**3.4** Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

**3.5** Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

**3.6** Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two(2) of this Agreement or other services as required.

## SECTION 4 - PERIOD OF SERVICES

**4.1.** Time is of the essence in the performance of this Agreement. See attached **EXHIBIT D** "Further Description of Basic Engineering Services and Related Matters" for the project schedule.

**4.2.** The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

**4.3.** If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

**4.3.1.** If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

**4.3.2.** If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

**4.3.3.** If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

**4.3.4.** If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

**4.4.** If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

## SECTION 5 - PAYMENTS TO CONSULTANT

### 5.1. Methods of Payment for Services of CONSULTANT.

#### 5.1.1. For Basic Services

**OWNER** shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

**5.1.1a** Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

**5.1.1b** Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

**5.1.1c** Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

#### 5.1.2 For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

### 5.2. Times of Payment

**5.2.1** **CONSULTANT** shall submit to **OWNER** monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

### 5.3. Other Provisions Concerning Payments

**5.3.1** In the event the Agreement is terminated by the **OWNER** without fault on the part of the

**CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the OWNER is the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

**5.3.2** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

## SECTION 6 - GENERAL CONSIDERATIONS

### 6.1. Termination

**6.1.1** **CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

**6.1.2** The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

### 6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

### 6.3. Legal Responsibilities and Legal Relations

**6.3.1** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

**6.3.2** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

**6.3.3** The parties hereto agree that causes of actions between the parties shall be governed by

applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

### 6.4. Successors and Assigns

**6.4.1** **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.2** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval from **OWNER** prior to subletting or assigning any services contained in this Agreement, and **OWNER'S** consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.3** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

### 6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

### 6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

### 6.7. Security Clause

The **CONSULTANT** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

### 6.8. Access to Records

The **CONSULTANT** and its sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

### 6.9. Risk Management Provisions, Insurance and Indemnification

#### 6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms "**CONSULTANT**" and "**OWNER**" shall be defined as follows:

**a.** **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

**b.** **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

#### 6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

**a.** It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

**b.** **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "**OWNER**") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to

personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

**c.** Notwithstanding the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

**d.** In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.

**e.** These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

### 6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in damages suffered by the **OWNER** as a result of delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorneys' fees.

### 6.9.4. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

### 6.9.5. INSURANCE REQUIREMENTS

#### 6.9.5.1. Required Insurance Coverage

**CONSULTANT** shall procure and maintain for the duration of this Agreement the following or

equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **CONSULTANT**. The cost of such insurance shall be included in any proposal:

| **Coverage** | **Limits** |
|---|---|
| General Liability<br>(Insurance Services Office Form CG 00 01) | $1 million per occurrence,<br>$2 million aggregate or<br>$2 million combined single limit |
| Commercial Automobile Liability<br>(Insurance Services Office Form CA 0001) | combined single,<br>$1 million per occurrence |
| Professional Liability | $1 million per occurrence,<br>$ 2 million aggregate |
| Worker's Compensation | Statutory |
| Employer's Liability | $500,000.00 |

The policies above shall contain the following conditions:

**a.** **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

**b.** The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER.**

**c.** The General Liability Policy shall include Business Interruption coverage.

**d.** The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

**e.** The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

**f.** The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

**g.** **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

**h.** The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

**i.** Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

**6.9.5.2. Renewals**

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

**6.9.5.3. Right to Review, Audit and Inspect**

**CONSULTANT** understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

**6.9.6. SAFETY AND LOSS CONTROL**

**CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and **OWNER**.

**6.9.7. DEFINITION OF DEFAULT**

**CONSULTANT** understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

## SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

**7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such

action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

**7.2.** The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

## SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

**8.1.** This Agreement is subject to the following provisions.

**8.1.1.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

**8.2.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

**8.3.** **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

**8.4** **UNENFORCEABLE TERMS/SURVIVABILITY**. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

**8.4.** **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

**8.5.** **Force Majeure CONSULTANT** shall not be liable for any damages caused by any delay that is beyond **CONSULTANT's** reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause

beyond the reasonable control or contemplation of either party.

**8.6.** **Personal Data** Each party shall comply with all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Each party agrees that it shall keep such personal data in a secure technological environment.

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

*OWNER:*

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

BY: Linda Gorton
LINDA GORTON, MAYOR

*CONSULTANT:*

**TETRA TECH, INC.**

BY: Richard W. Walker

ATTEST:

Deputy Mackenzie Stock
URBAN COUNTY COUNCIL CLERK

COMMONWEALTH OF KENTUCKY )
)
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Richard W. Walker, P.E., as the duly authorized representative for and on behalf of Tetra Tech, Inc., on this the 25th day of April, 2025.

My commission expires: 04-24-2028.

Mary L. Corbitt
NOTARY PUBLIC



# EXHIBIT A

## Scope Of Engineering

## Services And Related Matters

## RFP #1-2025

# EXHIBIT B

## Certificate of Insurance

# EXHIBIT C

## Proposal of Engineering Services

## and Related Matters

# EXHIBIT D

## Further Description of Basic Engineering Services and Related Matters

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/16/2025

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

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

| | |
|---|---|
| **PRODUCER**<br>Aon Risk Insurance Services West, Inc.<br>Los Angeles CA Office<br>707 Wilshire Boulevard<br>Suite 2600<br>Los Angeles CA 90017-0460 USA | **CONTACT NAME:**<br>**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105<br>**E-MAIL ADDRESS:** |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Safety National Casualty Corp | 15105 |
| INSURER B: | American International Group UK Ltd | AA1120187 |
| INSURER C: | Allied World Surplus Lines Insurance Co | 24319 |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
Tetra Tech, Inc.
424 Lewis Hargett Circle
Suite 110
Lexington KY 40503 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570112175708 **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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X X, C, U Coverage<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | | | GL6676804 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $2,000,000<br>$1,000,000<br>$10,000<br>$2,000,000<br>$4,000,000<br>$4,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | CA 6676805 | 10/01/2024 | 10/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $5,000,000 |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $100,000 | | | 62785232 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| A<br>A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | LDC4068970<br>AOS<br>PS4068969<br>WI | 10/01/2024<br><br>10/01/2024 | 10/01/2025<br><br>10/01/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| C | Environmental Contractors and Prof | | | 03120276<br>Prof/Poll-Claims Made Cov<br>SIR applies per policy terms & conditions | 10/01/2024 | 10/01/2025 | Each Claim<br>Aggregate | $1,000,000<br>$1,000,000 |

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

Stop Gap Coverage for the following States: OH, ND, WA, WY. RE: RFP #1-2025 Municipal Separate Storm Sewer System (MS4) Annual Program Management Services. Lexington-Fayette Urban County Government is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by required contract. General Liability policy evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy provisions as required by required contract. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how Notice of Cancellation may be delivered to Certificate Holders in accordance with the policy provisions.

**CERTIFICATE HOLDER**

Lexington-Fayette Urban
County Government
200 E. Main St.
Lexington KY 40507 USA

**CANCELLATION**

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

*Aon Risk Insurance Services West, Inc.*

Holder Identifier : 179

Certificate No : 570112175708

©1988-2015 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

# SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
AL, AK, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NM, NY, OK, PA, RI, SC, SD, UT, VT, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2024 Policy No. LDC4068970 Endorsement No.

Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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

# SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**CHANGE**

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2024 Policy No. GL 6676804 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

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

# SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

**CHANGE**

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2024 Policy No. CA 6676805 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

### File Number: 0471-25

**File ID:** 0471-25 **Type:** Resolution **Status:** Approved

**Version:** 2 **Contract #:** 169-2025 **In Control:** Urban County Council

**File Created:** 05/02/2025

**File Name:** Request Council authorization to execute Amendment No. 2 to the agreement with Lexington Habitat for Humanity, Inc. under the HOME Investment Partnerships Program to extend the period of performance through December 31, 2026, and authorizing the Mayor to

**Final Action:** 06/12/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Lexington Habitat for Humanity, Inc., under the 2020 HOME Investment Partnerships Program, extending the period of performance through December 31, 2026, and further authorizing the Mayor to execute any other necessary amendments related to this Agreement. [Div. of Grants and Special Programs, Reynolds]

**Notes:** SAF in the CCO. Returned to Celia Moore 6/25/2025. MS

**Sponsors:**

**Enactment Date:** 06/12/2025

**Attachments:** 25-Blue Sheet Memo Lex Habitat Amendment No. 2, FY21 HOME - Lexington Habitat DPA Amendment No. 2 - FINAL, RESO 471-25 4909-3302-1255 v.3.docx, R-253-2025, Contract #169-2025

**Enactment Number:** R-253-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 2 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 2 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 06/12/2025 | | |
| 2 | Urban County Council | 06/12/2025 | Approved | | | | Pass |

### Text of Legislative File 0471-25

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Lexington Habitat for Humanity, Inc., under the 2020 HOME Investment Partnerships Program, extending the period of performance through December 31, 2026, and further authorizing the Mayor to execute any other necessary amendments related to this Agreement. [Div. of Grants and Special Programs, Reynolds]

**Summary**

Authorization to execute Amendment No. 2 to the Agreement with Lexington Habitat for Humanity, Inc. under the 2020 HOME Investment Partnerships Program to extend the period of performance through December 31, 2026, and to execute any other Agreements or amendments with Lexington Habitat for Humanity, Inc. related to the use of these funds.

No Budgetary impact. (L0471-25)(Reynolds/Lanter)

Budgetary Implications: NO

Advance Document Review:

**Law**: Yes, Completed by William Razor, 4/29/2025

**Risk Management**: N/A

Fully Budgeted: Yes, all funds previously Budgeted.

Account Number: 3120-900205-0001-78107

This Fiscal Year Impact: $0

Annual Impact: $0

Project: HOME_2021

Activity: H01

Budget Reference: 2021

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

**TO:** **LINDA GORTON, MAYOR**
**URBAN COUNTY COUNCIL**

**FROM:** **THERESA REYNOLDS, DIRECTOR**
**DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE:** **MAY 1, 2025**

**SUBJECT:** **Amendment No. 2 to FY21 HOME Agreement with Lexington Habitat for Humanity, Inc.**

---

**Request:** Council authorization to execute Amendment No. 2 to the agreement with Lexington Habitat for Humanity, Inc. under the 2020 HOME Investment Partnerships Program to extend the period of performance through December 31, 2026, and authorizing the Mayor to execute any other agreements or amendments with Lexington Habitat for Humanity, Inc. related to the use of these funds.

**Purpose of Request:** On June 18, 2020 (Resolution No. 265-2020) Council approved the 2020 Consolidated Plan and Lexington Habitat for Humanity, Inc. was awarded $100,000 of HOME Investment Partnerships Program funds to operate a First-Time Homebuyer's Program for low-income families in Fayette County. On May 9, 2024 (Resolution 212-2024) Council approved an amendment to extend the period of performance through December 31, 2024. The Lexington Habitat for Humanity requests to extend the period of performance to December 31, 2026, due to program experiencing delays due to current market conditions.

The amendment would extend the period of performance through December 31, 2026.

**What is the cost in this budget year and future budget years?** All funds previously budgeted. There are no anticipated costs in future budget years.

**Are the funds budgeted?** Grant funds are budgeted

**File Number:** 0471-25

**Director/Commissioner:** Reynolds/Lanter

**SECOND AMENDMENT TO AGREEMENT**

**THIS AMENDMENT TO AGREEMENT**, made and entered into on this _____ day of _____ 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **LEXINGTON HABITAT FOR HUMANITY, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 700 East Loudon Avenue, Lexington, Kentucky 40505 (hereinafter referred to as "SUBRECIPIENT").

**WHEREAS**, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated August 26, 2021, ("Agreement"), in which the SUBRECIPIENT, whose Unique Entity Identifier is XANDSH7SEF14, was allocated $100,000 in federal HOME funds (CFDA # 14.239) pursuant to which HUD agreed to make a grant to the GOVERNMENT under Federal Award Number M-20-MC-21-0201 awarded on December 29, 2020, as provided by the 2020 Consolidated Plan for down-payment assistance for Lexington Habitat for Humanity's First-Time Homebuyer's Program for low-income families;

**WHEREAS**, SUBRECIPIENT has requested additional time to complete program activities;

**WHEREAS**, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and SUBRECIPIENT;

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

ARTICLE I B. Duration of the Agreement, shall be amended in its entirety to read as follows:

> "The SUBRECIPIENT agrees to complete all activities under this Agreement no later than December 31, 2026."

In all other respects, except as specifically modified herein, the terms of the Agreement dated August 26, 2021, shall remain in full force and effect with respect to the provisions outlined therein, and all the terms and conditions of that Agreement are incorporated herein by reference.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

BY_____
Linda Gorton, Mayor

**ATTEST:**

_____
Clerk of Urban County Council

**LEXINGTON HABITAT FOR HUMANITY, INC.**

BY:_____
Darryl Neher, CEO

RESOLUTION NO.____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH LEXINGTON HABITAT FOR HUMANITY, INC., UNDER THE 2020 HOME INVESTMENT PARTNERSHIPS PROGRAM, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2026, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS RELATED TO THIS AGREEMENT.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment to the Agreement with Lexington Habitat for Humanity, Inc., attached hereto and incorporated herein by reference, under the 2020 HOME Investments Partnership Program, to extend the period of performance to December 31, 2026.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any other necessary amendments related to this 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
471-25:WDR:4909-3302-1255, v. 3

RESOLUTION NO. 253 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH LEXINGTON HABITAT FOR HUMANITY, INC., UNDER THE 2020 HOME INVESTMENT PARTNERSHIPS PROGRAM, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2026, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS RELATED TO THIS AGREEMENT.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment to the Agreement with Lexington Habitat for Humanity, Inc., attached hereto and incorporated herein by reference, under the 2020 HOME Investments Partnership Program, to extend the period of performance to December 31, 2026.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any other necessary amendments related to this Agreement.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

471-25:WDR:4909-3302-1255, v. 3

**SECOND AMENDMENT TO AGREEMENT**

**THIS AMENDMENT TO AGREEMENT**, made and entered into on this 25th day of June 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **LEXINGTON HABITAT FOR HUMANITY, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 700 East Loudon Avenue, Lexington, Kentucky 40505 (hereinafter referred to as "SUBRECIPIENT").

**WHEREAS**, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated August 26, 2021, ("Agreement"), in which the SUBRECIPIENT, whose Unique Entity Identifier is XANDSH7SEF14, was allocated $100,000 in federal HOME funds (CFDA # 14.239) pursuant to which HUD agreed to make a grant to the GOVERNMENT under Federal Award Number M-20-MC-21-0201 awarded on December 29, 2020, as provided by the 2020 Consolidated Plan for down-payment assistance for Lexington Habitat for Humanity's First-Time Homebuyer's Program for low-income families;

**WHEREAS**, SUBRECIPIENT has requested additional time to complete program activities;

**WHEREAS**, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and SUBRECIPIENT;

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

ARTICLE I B. Duration of the Agreement, shall be amended in its entirety to read as follows:

> "The SUBRECIPIENT agrees to complete all activities under this Agreement no later than December 31, 2026."

In all other respects, except as specifically modified herein, the terms of the Agreement dated August 26, 2021, shall remain in full force and effect with respect to the provisions outlined therein, and all the terms and conditions of that Agreement are incorporated herein by reference.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

BY Linda Gorton
Linda Gorton, Mayor

**ATTEST:**

Deputy Mackenzie Stock
Clerk of Urban County Council

**LEXINGTON HABITAT FOR HUMANITY, INC.**

BY: _____
Darryl Neher, CEO

# Lexington-Fayette Urban County Government

## Master

200 E. Main St
Lexington, KY 40507

**File Number: 0472-25**

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0472-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 2 | **Contract #:** | 170-2025 | **In Control:** | Urban County Council |
| | | | | **File Created:** | 05/02/2025 |
| **File Name:** | Request Council authorization to execute amendment to the agreement with Lexington Habitat for Humanity, Inc. under the HOME Investment Partnerships Program to extend the period of performance through December 31, 2026, and authorizing the Mayor to execut | | | **Final Action:** | 06/12/2025 |

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Lexington Habitat for Humanity, Inc., under the 2022 HOME Investment Partnerships Program, extending the period of performance through December 31, 2026, and further authorizing the Mayor to execute any other necessary amendments related to this Agreement. [Div. of Grants and Special Programs, Reynolds]

**Notes:** SAF in the CCO. Returned to Celia Moore 6/25/2025. MS

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | 06/12/2025 |
| **Attachments:** | 25 - Blue Sheet Memo - Lex Habitat Extension, FY23 HOME - Lexington Habitat DPA Amendment - FINAL, RESO 472-25 4902-3126-2023 v.1.docx, R-254-2025 | **Enactment Number:** | R-254-2025 |
| **Deed #:** | | **Hearing Date:** | |
| **Drafter:** | Katrina James | **Effective Date:** | |

### History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 2 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 2 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 06/12/2025 | | |
| 2 | Urban County Council | 06/12/2025 | Approved | | | | Pass |

### Text of Legislative File 0472-25

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Lexington Habitat for Humanity, Inc., under the 2022 HOME Investment Partnerships Program, extending the period of performance through December 31, 2026, and further authorizing the Mayor to execute any other necessary amendments related to this Agreement. [Div. of Grants and Special Programs, Reynolds]

**Summary**

Authorization to execute a first Amendment to the Agreement with Lexington Habitat for Humanity, Inc. under the 2022 HOME Investment Partnerships Program to extend the period of performance through December 31, 2026, and to execute any other Agreements or amendments with Lexington Habitat for Humanity, Inc. related to the use of these funds.

No Budgetary impact. (L0472-25)(Reynolds/Lanter)

Budgetary Implications: NO

Advance Document Review:

**Law**: Yes, Completed by William Razor, 4/29/2025

**Risk Management**: N/A

Fully Budgeted: Yes, all funds previously Budgeted.

Account Number: 3120-900205-0001-78107

This Fiscal Year Impact: $0

Annual Impact: $0

Project: HOME_2023

Activity: H01

Budget Reference: 2023

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

**TO:** **LINDA GORTON, MAYOR**
**URBAN COUNTY COUNCIL**

**FROM:** **THERESA REYNOLDS, DIRECTOR**
**DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE:** **MAY 1, 2025**

**SUBJECT:** **Amendment to FY23 HOME Agreement with Lexington Habitat for Humanity, Inc.**

---

**Request:** Council authorization to execute amendment to the agreement with Lexington Habitat for Humanity, Inc. under the 2022 HOME Investment Partnerships Program to extend the period of performance through December 31, 2026, and authorizing the Mayor to execute any other agreements or amendments with Lexington Habitat for Humanity, Inc. related to the use of these funds.

**Purpose of Request:** On May 5, 2022 (Resolution No. 229-2022) Council approved the 2022 Consolidated Plan and Lexington Habitat for Humanity, Inc. was awarded $50,000 of HOME Investment Partnerships Program funds for First-Time Homebuyer's Program for low-income families in Fayette County. The Lexington Habitat for Humanity request to extend the period of performance to December 31, 2026, due to program experiencing delays due to current market conditions.

The amendment would extend the period of performance through December 31, 2026.

**What is the cost in this budget year and future budget years?** All funds previously budgeted. There are no anticipated costs in future budget years.

**Are the funds budgeted?** Grant funds are budgeted

**File Number:** 0472-25

**Director/Commissioner:** Reynolds/Lanter

**FIRST AMENDMENT TO AGREEMENT**

**THIS AMENDMENT TO AGREEMENT**, made and entered into on this _____ day of _____ 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **LEXINGTON HABITAT FOR HUMANITY, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 700 East Loudon Avenue, Lexington, Kentucky 40505 (hereinafter referred to as "SUBRECIPIENT").

**WHEREAS**, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated January 12, 2023 ("Agreement"), in which SUBRECIPIENT, whose Unique Entity Identifier is XANDSH7SEF14, was allocated $50,000 in federal HOME funds (CFDA # 14.239) pursuant to which HUD agreed to make a grant to the GOVERNMENT under Federal Award Number M-22-MC-21-0201 awarded on August 31, 2022 as provided by the 2022 Consolidated Plan for down-payment assistance for Lexington Habitat for Humanity's First-Time Homebuyer's Program for low-income families;

**WHEREAS**, SUBRECIPIENT has requested additional time to complete program activities;

**WHEREAS**, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and SUBRECIPIENT;

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

ARTICLE I B. Duration of the Agreement, shall be amended in its entirety to read as follows:

> "The SUBRECIPIENT agrees to complete all activities under this Agreement no later than December 31, 2026."

In all other respects, except as specifically modified herein, the terms of the Agreement dated January 12, 2023, shall remain in full force and effect with respect to the provisions outlined therein, and all the terms and conditions of that Agreement are incorporated herein by reference.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

BY_____
Linda Gorton, Mayor

**ATTEST:**

_____
Clerk of Urban County Council

**LEXINGTON HABITAT FOR HUMANITY, INC.**

BY:_____
Darryl Neher, CEO

RESOLUTION NO._____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH LEXINGTON HABITAT FOR HUMANITY, INC., UNDER THE 2022 HOME INVESTMENT PARTNERSHIPS PROGRAM, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2026, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS RELATED TO THIS AGREEMENT.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment to the Agreement with Lexington Habitat for Humanity, Inc., attached hereto and incorporated herein by reference, under the 2022 HOME Investments Partnership Program, to extend the period of performance to December 31, 2026.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any other necessary amendments related to this 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
472-25:WDR:4902-3126-2023, v. 1

RESOLUTION NO. 254 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH LEXINGTON HABITAT FOR HUMANITY, INC., UNDER THE 2022 HOME INVESTMENT PARTNERSHIPS PROGRAM, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2026, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS RELATED TO THIS AGREEMENT.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment to the Agreement with Lexington Habitat for Humanity, Inc., attached hereto and incorporated herein by reference, under the 2022 HOME Investments Partnership Program, to extend the period of performance to December 31, 2026.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any other necessary amendments related to this Agreement.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

472-25:WDR:4902-3126-2023, v. 1

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

### File Number: 0473-25

**File ID:** 0473-25 **Type:** Resolution **Status:** Approved

**Version:** 2 **Contract #:** **In Control:** Urban County Council

**File Created:** 05/02/2025

**File Name:** Request Council authorization to submit an application and accept award if offered, to the Kentucky Office of Homeland Security under the State Homeland Security FFY2025 DHS/FEMA Grant requesting federal funds in the amount of $435,464.00 for the Division

**Final Action:** 06/12/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Office of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $435,464 in Federal funds under the State Homeland Security FY2025 DHS/FEMA Grant, to purchase an Emergency Response Unit Rapid Response Vehicle, no matching funds are required. [Div. of Police, Weathers]

**Notes:**

**Sponsors:**

**Enactment Date:** 06/12/2025

**Attachments:** 25-Blue Sheet Memo LPD ERU Vehicle, 473-25 homeland grant 4904-6782-4193 v.1.docx, R-255-2025

**Enactment Number:** R-255-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Katrina James

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 2 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 2 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 06/12/2025 | | |
| 2 | Urban County Council | 06/12/2025 | Approved | | | | Pass |

### Text of Legislative File 0473-25

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Office of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $435,464 in Federal funds under the State Homeland Security FY2025 DHS/FEMA Grant, to purchase an Emergency Response Unit Rapid Response Vehicle, no matching funds are required. [Div. of Police, Weathers]

**Summary**

Authorization to submit an application and accept award if offered, to the Kentucky Office of Homeland Security under the State Homeland Security FFY2025 DHS/FEMA Grant requesting Federal funds in the amount of $435,464.00 for the Division of Police to purchase an Emergency Response Unit Rapid Response Vehicle. No matching funds are required. (L0473-25)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law**: Yes, Completed by Michael Sanner, 5/1/2025

**Risk Management**: N/A

Fully Budgeted: Budget Amendment will be completed if approved for funding.

Account Number:

This Fiscal Year Impact: $ 435,464.00

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance: BA will be completed if funding is approved

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

**TO:** **LINDA GORTON, MAYOR**
**URBAN COUNTY COUNCIL**

**FROM:** **THERESA REYNOLDS, DIRECTOR**
**DIVISION OF GRANTS AND SPECIAL PROGRAMS**

**DATE:** **MAY 1, 2025**

**SUBJECT:** **Kentucky Office of Homeland Security FFY2025 DHS/FEMA Application for the Division of Police**

---

**Request:** Council authorization to submit an application and accept award if offered, to the Kentucky Office of Homeland Security under the State Homeland Security FFY2025 DHS/FEMA Grant requesting federal funds in the amount of $435,464.00 for the Division of Police. No matching funds are required.

**Purpose of Request:** The Kentucky Office of Homeland Security is accepting applications from local governments requesting federal funding from the Homeland Security Grant Program. This federally funded program, originating from the U.S. Department of Homeland Security, provides financial assistance to the states to prevent, respond to, and recover from acts of terrorism. The states have the responsibility for apportioning funding to local governments.

The Division of Police is preparing an application to purchase an Emergency Response Unit (ERU) Rapid Response Vehicle to replace our current one, which is used to store and transport vital weapons and equipment to the scene of an ERU response. The current vehicle is close to the end of its service life and ongoing engine issues have affected team readiness.

**What is the cost in this budget year and future budget years?** Lexington Police requests a total of $435,464.00 in federal funds for Fiscal Year 2026. No matching funds are required. Future years are dependent upon availability of grant funding.

**Are the funds budgeted?** Budget Amendment will be completed if approved for funding.

**File Number:** 0473-25

**Director/Commissioner:** Weathers/Armstrong

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY OFFICE OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $435,464.00 IN FEDERAL FUNDS UNDER THE STATE HOMELAND SECURITY FFY2025 DHS/FEMA GRANT, TO PURCHASE AN EMERGENCY RESPONSE UNIT RAPID RESPONSE VEHICLE, NO MATCHING FUNDS ARE REQUIRED.

---

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, which is attached hereto and incorporated herein by reference, to the Kentucky Office of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $435,464.00 federal funds, under the State Homeland Security FFY2025 DHS/FEMA Grant, to purchase an Emergency Response Unit Rapid Response Vehicle, no local match is required.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
473-25:MRS:4904-6782-4193, v. 1

RESOLUTION NO. 255 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY OFFICE OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $435,464.00 IN FEDERAL FUNDS UNDER THE STATE HOMELAND SECURITY FFY2025 DHS/FEMA GRANT, TO PURCHASE AN EMERGENCY RESPONSE UNIT RAPID RESPONSE VEHICLE, NO MATCHING FUNDS ARE REQUIRED.

---

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, which is attached hereto and incorporated herein by reference, to the Kentucky Office of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $435,464.00 federal funds, under the State Homeland Security FFY2025 DHS/FEMA Grant, to purchase an Emergency Response Unit Rapid Response Vehicle, no local match is required.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

473-25:MRS:4904-6782-4193, v. 1

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

### File Number: 0474-25

**File ID:** 0474-25 **Type:** Resolution **Status:** Second Reading

**Version:** 1 **Contract #:** **In Control:** Urban County Council

**File Created:** 05/02/2025

**File Name:** UK Army ROTC MOU **Final Action:** 07/03/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the University of Ky. Army ROTC, for the use of Hisle Farm Park for ROTC Training, at no cost to the government. [Div. of Parks and Recreation, Conrad]

**Notes:** Needs new agreement.

**Sponsors:** **Enactment Date:** 07/03/2025

**Attachments:** Blue Sheet Memo UK Army ROTC - Signed, LPR UK Army ROTC MOU Executed 043025, RESO 0474-25 ROTC MOU 4938-7214-5471 v.1.doc, R-363-2025

**Enactment Number:** R-363-2025

**Deed #:** **Hearing Date:**

**Drafter:** Roger Daman **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 06/12/2025 | | |
| 1 | Urban County Council | 06/12/2025 | Table | Urban County Council | 07/03/2025 | | Pass |
| 1 | Urban County Council | 07/03/2025 | Amended | | | | Pass |
| 1 | Urban County Council | 07/03/2025 | Received First Reading | Urban County Council | 07/03/2025 | | Pass |
| 1 | Urban County Council | 07/03/2025 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 07/03/2025 | Approved | | | | Pass |
| 1 | Urban County Council | 07/03/2025 | Reconsidered | | | | Pass |
| 1 | Urban County Council | 07/03/2025 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 07/03/2025 | Approved | | | | Pass |

**Text of Legislative File 0474-25**

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the University of Ky. Army ROTC, for the use of Hisle Farm Park for ROTC Training, at no cost to the government. [Div. of Parks and Recreation, Conrad]

**Summary**

Authorization to execute a Memorandum of Understanding with the University of Kentucky Army ROTC to define terms of access and responsibilities for the use of Hisle Farm Park for student/cadet exercises. No Budgetary impact. (L0474-25)(Conrad/Ford)

Budgetary Implications [select]: No

Advance Document Review:

**Law**: Yes, Completed by Gabriel Thatcher, 2/26/2025

**Risk Management**: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact:

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

# MEMORANDUM

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

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

**RE:** **University of Kentucky Army ROTC Memorandum of Agreement**

**DATE:** **May 2, 2025**

---

Request

This is a request for Council approval of Memorandum of Understanding between The University of Kentucky Army ROTC and the Lexington-Fayette Urban County Government Division of Parks and Recreation.

Why are you requesting?

Department needs this action completed because:

The Memorandum of Understanding is to define the terms of access and responsibilities for the use of Hisle Farm Park for student/cadet exercises.

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

The cost for this FY is: $0

The cost for future FY is: $0

Are the funds budgeted? Not Applicable

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

Account numbers: None

File Number: 0474-25

Director/Commissioner: Conrad/Ford

ATCC-GGK-YUK

MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF KENTUCKY ARMY ROTC

AND

THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF PARKS AND RECREATION

SUBJECT: University of Kentucky Army ROTC Usage of Hisle Farm Park

1. PURPOSE. This Memorandum of Understanding (MOU) is entered into by the parties, University of Kentucky Army ROTC ("UK Army ROTC") and Lexington-Fayette Urban County Government, Division of Parks and Recreation ("Parks and Recreation"). This MOU is provided to authorize, establish, and define mutual understanding and obligations between the parties. This MOU defines responsibilities for the University of Kentucky Army ROTC training facility usage of Hisle Farm Park for student/cadet training exercises. When referred to collectively, University of Kentucky Army ROTC and Lexington-Fayette Urban County Government Parks and Recreation Department are referred to as the "Parties".

2. UNDERSTANDINGS OF THE PARTIES:

4.1. The University of Kentucky Army ROTC:

4.1.1. **Safety.** UK Army ROTC understands that Hisle Farm Park is a natural area park which is primarily established for the recreational use of the public, including people and horses, and the preservation of flora and fauna. Safety is the priority for all applicable personnel, the public, and animals in compliance with all policies and guidelines of the respective organizations.

4.1.2. **Liability** Liability for the Army ROTC personnel will be provided by the United States Army. UK Army ROTC will provide a Memorandum for Record regarding Liability to Parks and Recreation before any activities begin.

4.1.3. UK Army ROTC will adhere to all rules and regulations as required by applicable laws, regulations and ordinances and as posted at Hisle Farm Park.

4.1.4. UK Army ROTC will use training aids to include, rubber rifles that do not have the ability to discharge any kind of ammunition or projectile. UK Army ROTC will not use any other weapons or weapon-like training aids or projectiles at any time.

4.1.5 UK Army ROTC will conduct training activities during regular park operating hours only. It will share a published training schedule outlining dates and times, and a description of all activities to be conducted for the school year with the Lexington-Fayette Urban County Government Parks and Recreation Department at least two weeks prior to the start of the Fall semester for approval by Parks and Recreation. Training is limited to one day per week for four hours. Any changes to the provided schedule must be provided in advance. No activities or changes can be conducted without prior approval of Parks and Recreation.

UK Army ROTC will provide Lexington-Fayette Urban County Government Parks and Recreation Department with a training report outlining the number of cadets trained each academic year at Hisle Farm Park. UK Army ROTC will provide additional information upon request.

4.1.6 During each training activity, UK Army ROTC will display temporary yard-style signs at both entrances of Hisle Farm Park and a banner sign on the horse board fencing to inform the public whenever cadets are conducting training. UK Army ROTC will provide the yard-style signs. Lexington-Fayette Urban County Government will provide the banner sign, working with UK Army ROTC for agreed upon design and content. UK Army ROTC will take all signs down at the conclusion of each training activity.

4.1.7 **Service Requirement.** UK Army ROTC requests to volunteer their time to conduct community improvement projects. UK Army ROTC will work with LFUCG to coordinate a project that best suits the community.

4.1.8 UK Army ROTC will permit Parks and Recreation to promote and communicate UK Army ROTC activities on its usual communication channels, including the Internet, website, newsletters and social media at its discretion.

4.2. The Lexington-Fayette Urban County Government Division of Parks and Recreation:

4.2.1. Parks and Recreation shall provide access to Hisle Farm Park during agreed upon times during regular park operating hours once per week during the academic year for official UK Army ROTC training at no cost.

4.2.2 Parks and Recreation will arrange two service activities per academic year, providing supervision and supplies for same.

4.2.3 Parks and Recreation shall assist in communicating training and service activities on its usual communication channels, including the Internet, website, newsletters and social media at its discretion.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. **Points of contact**: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For the University of Kentucky Army ROTC:

6.1.1.1 Primary: LTC Alan Overmyer, alan.r.overmyer@uky.edu

6.1.1.2. Alternate: MAJ Jared Harrelson, jared.b.harrelson@uky.edu

6.1.2. For the Lexington-Fayette Urban County Government Parks and Recreation Department

6.1.2.1. Primary: Adrienne Thakur, Deputy Director of Recreation, athakur@lexingtonky.gov

6.1.2.2. Alternate: Jennifer Hubbard, Superintendent of Natural Areas, jsanchez@lexingtonky.gov

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the University of Kentucky Army ROTC to

6.2.1. 101 Barker Hall Lexington, KY 40506. jane.stockton@uky.edu

and, if to the Lexington-Fayette Urban County Government Division of Parks and Recreation to—

6.2.2. 469 Parkway Drive, Lexington, KY 40504, athakur@lexingtonky.gov.

6.3. FUNDS AND MANPOWER: This MOU does not commit funds, personnel or resources between the parties. Funding to support this MOU is the responsibility of the individual organizations.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually, and shall not automatically renew.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, executive order, directive, or instruction, be resolved by consultation between the Parties.

6.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

6.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOU expires on July 1, 2026.

APPROVED:

| FOR THE UK Army ROTC | FOR THE Lexington Fayette-Urban County Government |
|---|---|
| 30APR25 | |
| (Date) | (Date) |

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF KENTUCKY ARMY ROTC, FOR THE USE OF HISLE FARM PARK FOR ROTC TRAINING, AT NO COST TO THE GOVERNMENT.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with the University of Kentucky Army ROTC, for the use of Hisle Farm Park for ROTC training.

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
0474-25:GET: 4938-7214-5471, v. 1

RESOLUTION NO. 363 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF KENTUCKY ARMY ROTC, FOR THE USE OF HISLE FARM PARK FOR ROTC TRAINING, AT NO COST TO THE GOVERNMENT, AS AMENDED.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with the University of Kentucky Army ROTC, for the use of Hisle Farm Park for ROTC training.

Section 2 - That the Memorandum of Understanding shall expire on December 31, 2025.

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

PASSED URBAN COUNTY COUNCIL: July 3, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0474-25:GET: 4938-7214-5471, v. 3

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

### File Number: 0476-25

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0476-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | | **In Control:** | Urban County Council |
| | | | | **File Created:** | 05/05/2025 |
| **File Name:** | ESP and REAL 2024 – 2025 School Year Facility Use Permits/Facilitron Agreements | | | **Final Action:** | 06/12/2025 |

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Facilitron Permits and Honorariums, with the Fayette County Board of Education, for the Div. of Parks & Recreation, for space to host the Extended School Program (ESP) and the Recreational Enrichment and Learning Program (REAL) for the 2024-2025 school year, at a cost not exceed $40,000. [Div. of Parks and Recreation, Conrad]

**Notes:**

**Sponsors:**

**Enactment Date:** 06/12/2025

**Attachments:** Memo ESP-REAL 24-25 School Year FCPS Honorarium - Signed, Contribution letter School Year 2025-26 (All Schools), ESP - GM - Facilitron - SY 24-25 - B2GTDMESDKEJ, ESP - GM - Facilitron - SY 24-25 - Terms of Use, ESP - SW - Facilitron - SY 24-25 - B2GTDMESDKEJ, ESP - SW - Facilitron - SY 24-25 - Terms of Use, ESP - Y - Facilitron - SY 24-25 - 7E4XXMNH2527, ESP - Y - Facilitron - SY 24-25 - Terms of Use, ESP -MC - Facilitron - SY 24-25 - Terms of Use, ESP -MC - Facilitron - SY 24-25 - XW3ZECN5CCT9, REAL - EJH - Facilitron - SY 24-25 - B6Y4Y26EF7NC, REAL - EJH - Facilitron - SY 24-25 - Terms of Use, REAL - JC - Facilitron - SY 24-25 - FF43HK3ND5R4, REAL - JC - Facilitron - SY 24-25 - Terms of Use, Requistion - ESP - Honorariums SY 24-25, RESO 0476-25 Facilitron Permits & Honorariums for ESP 4904-1882-8096 v.1.docx, R-256-2025

**Enactment Number:** R-256-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Roger Daman

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |

| | | | | | | |
|---|---|---|---|---|---|---|
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 06/12/2025 | |
| 1 | Urban County Council | 06/12/2025 | Approved | | | Pass |

**Text of Legislative File 0476-25**

**Title**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Facilitron Permits and Honorariums, with the Fayette County Board of Education, for the Div. of Parks & Recreation, for space to host the Extended School Program (ESP) and the Recreational Enrichment and Learning Program (REAL) for the 2024-2025 school year, at a cost not exceed $40,000. [Div. of Parks and Recreation, Conrad]

**Summary**

Authorization to approve Facilitron Permits and Honorariums between the Fayette County Board of Education and the LFUCG Parks and Recreation, Extended School Program (ESP) and Recreational Enrichment and Learning (REAL) Program for the 2024-2025 school year at a cost of $40,000. Funds are Budgeted. (L0476-25) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law**: Yes, Gabriel Thatcher, 5/29/2025

**Risk Management**: No

Fully Budgeted [select]: Yes

Account Number: 4202 707606 7511 71299

This Fiscal Year Impact: $40,000.00

Annual Impact: determined by usage

Project:

Activity:

Budget Reference:

Current Balance: $52,750.00

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

# MEMORANDUM

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

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

**RE:** **ESP and REAL 2024 – 2025 School Year Facility Use Permits/Facilitron Agreements**

**DATE:** **May 5, 2025**

---

Request

This is a request for Council approval of School Year Facilitron Permits and Honorariums between the Fayette County Board of Education and the LFUCG Parks and Recreation, Extended School Program (ESP).

Why are you requesting?

Department needs this action completed because:

The Facilitron Permits are for 2024-2025 school year. Those schools are Garrett Morgan Elementary, Millcreek Elementary, Stonewall Elementary, Yates Elementary, EJ Hayes Middle School and Jessie Clark Middle School.

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

The cost for this FY is: $40,000.00

The cost for future FY is: determined by usage

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process: Budgeted

Account numbers: 4202 707606 7511 71299

File Number: 0476-25

Director/Commissioner: Conrad/Ford

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

DATE:

Fayette County Public Schools
Accounts Receivable
450 Park Place
Lexington, KY 40511

Accounts Receivable Staff:

This letter establishes the division of the contribution from Lexington Fayette Urban County Government's Extended School Program to Garrett Morgan, Stonewall, Millcreek and Yates Elementary schools who hosted ESP for the 2024 -2025 school year. The contribution is also for EJ Hayes and Jessie Clark Middle schools who hosted our REAL program for the 2024-2025 school year. The check is enclosed. Please distribute the contribution check as follows:

| | |
|---|---|
| Stonewall Elementary | $20,000.00 |
| Garrett Morgan Elementary: | $16,000.00 |
| Millcreek Elementary: | $1,250.00 |
| Yates Elementary: | $750.00 |
| EJ Hayes Middle School: | $1000.00 |
| Jessie Clark Middle School: | $1000.00 |

If you have any questions, please do not hesitate to contact me.

Respectfully,

Harold Kouns
Extended School Program Manager
859-288-2912

# FACILITY USE PERMIT

Jul 22, 2024

**Permit Number:**
UE52FQA4T62F
**Approved By:**
Heidi Reihing
**Approved Date:**
07/19/2024

By using this permit you agree to the terms and conditions of Garrett Morgan Elementary School | Fayette County Public Schools (view at:https://www.facilitron.com/terms/gmes40509)
and Facilitron, Inc. (view at: https://www.facilitron.com/terms).

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s). Register as a FCPS Contractor here: https://dna.fcps.net/contractors. Review Terms & Conditions for details.

## THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

| | |
|---|---|
| **Permit Holder:** | Lexington Fayette Urban County Government - Parks and Recreation - ESP |
| **Contact Name:** | Harold Kouns |
| **Contact Email:** | hkouns@lexingtonky.gov |
| **Contact Phone:** | 8592882912 |
| **Event Name:** | Extended School Program (ESP) at Garrett Morgan Elementary |
| **Maximum Daily Attendance:** | 150 (Max Capacity: 950) |
| **Location:** View Map | Garrett Morgan Elementary School |
| | 1150 Passage Mound Way Lexington KY 40509 |
| **Activity:** | Other (meeting, class, etc.) |

# Reservation Detail

**Wednesday 08/14/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 08/15/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 08/16/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 08/19/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 08/20/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 08/21/2024**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Wednesday 08/21/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 08/22/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 08/26/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 08/27/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 08/28/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 08/29/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

**Thursday 08/29/2024**

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Friday 08/30/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 09/03/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 09/04/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Thursday 09/05/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Friday 09/06/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

# Reservation Detail

**Friday 09/06/2024**
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Classroom & Library Utilities - S Hrs: 3

---

**Monday 09/09/2024**
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 09/10/2024**
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 09/11/2024**
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 09/12/2024**
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 09/13/2024**
3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Friday 09/13/2024** | **Services/Equipment:** |
| **Monday 09/16/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 09/17/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 09/18/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 09/19/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 09/20/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Monday 09/23/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 09/24/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 09/25/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 09/26/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 09/27/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 10/07/2024**

**Services/Equipment:**

Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Monday 10/07/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 10/08/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 10/09/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 10/10/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 10/11/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 10/14/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

**Monday 10/14/2024**

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 10/15/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 10/16/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Thursday 10/17/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Friday 10/18/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Monday 10/21/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Monday 10/21/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 10/22/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 10/23/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 10/24/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 10/25/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 10/28/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Monday 10/28/2024** | **Services/Equipment:** |
| **Tuesday 10/29/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 10/30/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 10/31/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 11/01/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 11/04/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Wednesday 11/06/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 11/07/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 11/08/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 11/12/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 11/13/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 11/14/2024**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Thursday 11/14/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 11/15/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 11/18/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 11/19/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 11/20/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 11/21/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 11/21/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 11/22/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 11/25/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 11/26/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 12/02/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 12/03/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Tuesday 12/03/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 12/04/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 12/05/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 12/06/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 12/09/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 12/10/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Tuesday 12/10/2024** | **Services/Equipment:** |
| **Wednesday 12/11/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 12/12/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 12/13/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 12/16/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 12/17/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Wednesday 12/18/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 12/19/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 12/20/2024**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 01/07/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 01/08/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 01/09/2025**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Thursday 01/09/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 01/10/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 01/13/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 01/14/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 01/15/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 01/16/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 01/16/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 01/17/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 01/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 01/22/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 01/23/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 01/24/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

**Friday 01/24/2025**
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Classroom & Library Utilities - S Hrs: 3

---

**Monday 01/27/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 01/28/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 01/29/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 01/30/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 01/31/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Friday 01/31/2025** | **Services/Equipment:** |

| | |
|---|---|
| **Monday 02/03/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 02/04/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 02/05/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 02/06/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 02/07/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Monday 02/10/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 02/11/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 02/12/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 02/13/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 02/14/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 02/18/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Tuesday 02/18/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 02/19/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 02/20/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 02/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 02/24/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 02/25/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

**Tuesday 02/25/2025**

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 02/26/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Thursday 02/27/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Friday 02/28/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Monday 03/03/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 03/04/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

# Reservation Detail

**Tuesday 03/04/2025**

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 03/05/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 03/06/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 03/07/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 03/10/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 03/11/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Tuesday 03/11/2025** | **Services/Equipment:** |

| | |
|---|---|
| **Wednesday 03/12/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 03/13/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 03/17/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 03/18/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 03/19/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Thursday 03/20/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 03/21/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 03/24/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 03/25/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 03/26/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 03/27/2025**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Thursday 03/27/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 03/28/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 03/31/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 04/01/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 04/02/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 04/03/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 04/03/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 04/04/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 04/14/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 04/15/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 04/16/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 04/17/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 04/17/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 04/18/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 04/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 04/22/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 04/23/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 04/24/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Thursday 04/24/2025**

**Services/Equipment:**

---

**Friday 04/25/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

---

**Monday 04/28/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 04/29/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 04/30/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

---

**Thursday 05/01/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

Gym Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

---

# Reservation Detail

**Friday 05/02/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 05/05/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 05/06/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 05/07/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 05/08/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)
3:00PM - 6:00PM Gym Capacity: 500 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 05/09/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Friday 05/09/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 05/12/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 05/13/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 05/14/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 05/15/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 500 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 05/16/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 400 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

**Friday 05/16/2025**

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Monday 05/19/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 05/21/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Thursday 05/22/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Friday 05/23/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 05/27/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

# Reservation Detail

**Tuesday 05/27/2025**

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Classroom & Library Utilities - S  Hrs: 3

---

**Wednesday 05/28/2025**

3:00PM - 6:00PM Cafeteria Capacity: 400 (General)

3:00PM - 6:00PM Gym Capacity: 500 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff  Hrs: 3;

Cafeteria Utilities - S  Hrs: 3

Gym Utilities - S  Hrs: 3

Classroom & Library Utilities - S  Hrs: 3

---

# Fayette County Public Schools
# Garrett Morgan Elementary School

## Terms of Use

FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility Usage Contract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

W I T N E S S E T H:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by and satisfy all other terms and conditions of this Contract as consideration for the use of the specified area(s) of the facility, grounds, and/or equipment on the specified date(s) and time(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference into and made a part of this Contract.

2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment

("Equipment") specified in Exhibit "A."



3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit "A;"

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of "A-" or better, in which: (a) the District is indemnified in an amount not less than $1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant's use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit an executed Contract or payment of the full usage fee or a requested certificate of insurance shall be grounds for non-approval by the District of Applicant's facility usage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and all usage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit "A" (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant's use of the Facility/Grounds.



b. The District reserves the right to have one or more District employees ("Employee") present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant's activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules, and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.



h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during the Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to the District shall be a prerequisite to additional use by Applicant of any facility or grounds in the District.



o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its original position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function

conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. School facilities, grounds, and equiptment shall not be used for commercial, for-profit activites unless otherwise authorized by the Superintendent or designee, per board policy.

v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on

Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event, Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

*Background checks*

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit the FBI, KY State Police, and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s).

In accordance with state regulation KRS 160.380, in order to perform work with students, any outside contractor and its employees and parents on SBDM councils must submit these three background checks for approval:

Kentucky State Police;

FBI; and
Cabinet for Health and Family Services child abuse and neglect (CAN) central registry report.

Please follow these steps to apply to be an approved contractor with Fayette County Public Schools:

1. Register as a contractor (https://dna.fcps.net/contractors). Outside contractors should select "Login as Guest."

2. Submit background checks (state and federal) and CAN letter from CHFS that are less than 6 months old.

© Facilitron, Inc.

© Facilitron, Inc.

# FACILITY USE PERMIT

Jul 22, 2024

**Permit Number:**
B2GTDMESDKEJ
**Approved By:**
Heidi Reihing
**Approved Date:**
07/19/2024

By using this permit you agree to the terms and conditions of Stonewall Elementary School | Fayette County Public Schools (view at:https://www.facilitron.com/terms/ses40503)
and Facilitron, Inc. (view at: https://www.facilitron.com/terms).

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s). Register as a FCPS Contractor here: https://dna.fcps.net/contractors. Review Terms & Conditions for details.

## THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

| | |
|---|---|
| **Permit Holder:** | Lexington Fayette Urban County Government - Parks and Recreation - ESP |
| **Contact Name:** | Harold Kouns |
| **Contact Email:** | hkouns@lexingtonky.gov |
| **Contact Phone:** | 8592882912 |
| **Event Name:** | Extended School Program (ESP) at Stonewall Elementary |
| **Maximum Daily Attendance:** | 150 (Max Capacity: 550) |
| **Location:** View Map | Stonewall Elementary School |
| | 3215 Cornwall Drive Lexington KY 40503 |
| **Activity:** | Other (meeting, class, etc.) |

# Reservation Detail

**Wednesday 08/14/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 08/15/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 08/16/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 08/19/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 08/20/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 08/21/2024**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Wednesday 08/21/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 08/22/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 08/26/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 08/27/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 08/28/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 08/29/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

**Thursday 08/29/2024**

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Friday 08/30/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 09/03/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 09/04/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Thursday 09/05/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Friday 09/06/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Friday 09/06/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 09/09/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 09/10/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 09/11/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 09/12/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 09/13/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Friday 09/13/2024** | **Services/Equipment:** |

| | |
|---|---|
| **Monday 09/16/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 09/17/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 09/18/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 09/19/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 09/20/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Monday 09/23/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 09/24/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 09/25/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 09/26/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 09/27/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 10/07/2024**

**Services/Equipment:**

Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Monday 10/07/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 10/08/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 10/09/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 10/10/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 10/11/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 10/14/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Monday 10/14/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 10/15/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 10/16/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 10/17/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 10/18/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 10/21/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Monday 10/21/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 10/22/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 10/23/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 10/24/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 10/25/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 10/28/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Monday 10/28/2024** | **Services/Equipment:** |

| | |
|---|---|
| **Tuesday 10/29/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 10/30/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 10/31/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 11/01/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 11/04/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Wednesday 11/06/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 11/07/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 11/08/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 11/12/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 11/13/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 11/14/2024**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Thursday 11/14/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 11/15/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 11/18/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 11/19/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 11/20/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 11/21/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 11/21/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 11/22/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 11/25/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 11/26/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 12/02/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 12/03/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Tuesday 12/03/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 12/04/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 12/05/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 12/06/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 12/09/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 12/10/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Tuesday 12/10/2024** | **Services/Equipment:** |
| **Wednesday 12/11/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 12/12/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 12/13/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 12/16/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 12/17/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Wednesday 12/18/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 12/19/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 12/20/2024**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 01/07/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 01/08/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 01/09/2025**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Thursday 01/09/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 01/10/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 01/13/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 01/14/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 01/15/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 01/16/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 01/16/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 01/17/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 01/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 01/22/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 01/23/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 01/24/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Friday 01/24/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 01/27/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 01/28/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 01/29/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 01/30/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 01/31/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Friday 01/31/2025** | **Services/Equipment:** |

| | |
|---|---|
| **Monday 02/03/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 02/04/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 02/05/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 02/06/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 02/07/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Monday 02/10/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 02/11/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 02/12/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 02/13/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 02/14/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 02/18/2025**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Tuesday 02/18/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 02/19/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 02/20/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 02/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 02/24/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 02/25/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

**Tuesday 02/25/2025**

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 02/26/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Thursday 02/27/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Friday 02/28/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Monday 03/03/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 03/04/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

# Reservation Detail

**Tuesday 03/04/2025**

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 03/05/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 03/06/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 03/07/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 03/10/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 03/11/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

# Reservation Detail

**Tuesday 03/11/2025**

**Services/Equipment:**

---

**Wednesday 03/12/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Gym Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

---

**Thursday 03/13/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Gym Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

---

**Monday 03/17/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Gym Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 03/18/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Gym Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 03/19/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

Cafeteria Utilities - S Hrs: 3

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

Gym Utilities - S Hrs: 3

3:00PM - 6:00PM Library Capacity: 50 (General)

Classroom & Library Utilities - S Hrs: 3

---

# Reservation Detail

**Thursday 03/20/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 03/21/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 03/24/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 03/25/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 03/26/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 03/27/2025**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Thursday 03/27/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 03/28/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 03/31/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 04/01/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 04/02/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 04/03/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

**Thursday 04/03/2025**

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Friday 04/04/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Monday 04/14/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 04/15/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 04/16/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

Classroom & Library Utilities - S Hrs: 3

---

**Thursday 04/17/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Thursday 04/17/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 04/18/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 04/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 04/22/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 04/23/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 04/24/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 04/24/2025** | **Services/Equipment:** |

| | |
|---|---|
| **Friday 04/25/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 04/28/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 04/29/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 04/30/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 05/01/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Friday 05/02/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 05/05/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 05/06/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 05/07/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 05/08/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 250 (Gym)
3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 05/09/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Friday 05/09/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 05/12/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 05/13/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 05/14/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 05/15/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 05/16/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Friday 05/16/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 05/19/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 05/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 05/22/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 05/23/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library Capacity: 50 (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 05/27/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 250 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

**Tuesday 05/27/2025**

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Classroom & Library Utilities - S  Hrs: 3

---

**Wednesday 05/28/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 250 (Gym)

3:00PM - 6:00PM Library Capacity: 50 (General)

**Services/Equipment:**

Custodial Staff  Hrs: 3;

Cafeteria Utilities - S  Hrs: 3

Gym Utilities - S  Hrs: 3

Classroom & Library Utilities - S  Hrs: 3

---

# Fayette County Public Schools
# Stonewall Elementary School

## Terms of Use

FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility Usage Contract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

W I T N E S S E T H:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by and satisfy all other terms and conditions of this Contract as consideration for the use of the specified area(s) of the facility, grounds, and/or equipment on the specified date(s) and time(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference into and made a part of this Contract.

2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment

("Equipment") specified in Exhibit "A."



3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit "A;"

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of "A-" or better, in which: (a) the District is indemnified in an amount not less than $1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant's use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit an executed Contract or payment of the full usage fee or a requested certificate of insurance shall be grounds for non-approval by the District of Applicant's facility usage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and all usage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit "A" (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant's use of the Facility/Grounds.



b. The District reserves the right to have one or more District employees ("Employee") present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant's activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules, and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.



h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during the Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to the District shall be a prerequisite to additional use by Applicant of any facility or grounds in the District.



o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its original position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function

conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. School facilities, grounds, and equiptment shall not be used for commercial, for-profit activites unless otherwise authorized by the Superintendent or designee, per board policy.

v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on

Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event, Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

*Background checks*

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit the FBI, KY State Police, and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s).

In accordance with state regulation KRS 160.380, in order to perform work with students, any outside contractor and its employees and parents on SBDM councils must submit these three background checks for approval:

Kentucky State Police;

FBI; and
Cabinet for Health and Family Services child abuse and neglect (CAN) central registry report.

Please follow these steps to apply to be an approved contractor with Fayette County Public Schools:

1. Register as a contractor (https://dna.fcps.net/contractors). Outside contractors should select "Login as Guest."

2. Submit background checks (state and federal) and CAN letter from CHFS that are less than 6 months old.

© Facilitron, Inc.

© Facilitron, Inc.

# FACILITY USE PERMIT

Jul 22, 2024

**Permit Number:**
7E4XXMNH2527
**Approved By:**
Heidi Reihing
**Approved Date:**
07/19/2024

By using this permit you agree to the terms and conditions of Yates Elementary School | Fayette County Public Schools (view at:https://www.facilitron.com/terms/yes40505)
and Facilitron, Inc. (view at: https://www.facilitron.com/terms).

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s). Register as a FCPS Contractor here: https://dna.fcps.net/contractors. Review Terms & Conditions for details.

## THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

| | |
|---|---|
| **Permit Holder:** | Lexington Fayette Urban County Government - Parks and Recreation - ESP |
| **Contact Name:** | Harold Kouns |
| **Contact Email:** | hkouns@lexingtonky.gov |
| **Contact Phone:** | 8592882912 |
| **Event Name:** | Extended School Program (ESP) at Yates Elementary |
| **Maximum Daily Attendance:** | 50 |
| **Location:** View Map | Yates Elementary School |
| | 695 East New Circle Road Lexington KY 40505 |
| **Activity:** | Other (meeting, class, etc.) |

# Reservation Detail

| | |
|---|---|
| **Wednesday 08/14/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 08/15/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 08/16/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 08/19/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 08/20/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 08/21/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |

# Reservation Detail

| | |
|---|---|
| **Wednesday 08/21/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 08/22/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 08/26/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 08/27/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 08/28/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 08/29/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 08/29/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 08/30/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 09/03/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 09/04/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 09/05/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 09/06/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Friday 09/06/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 09/09/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 09/10/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 09/11/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 09/12/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 09/13/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Friday 09/13/2024** | **Services/Equipment:** |

| | |
|---|---|
| **Monday 09/16/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 09/17/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 09/18/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 09/19/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 09/20/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Monday 09/23/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 09/24/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 09/25/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 09/26/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 09/27/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 10/07/2024**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Monday 10/07/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 10/08/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 10/09/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 10/10/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 10/11/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 10/14/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Monday 10/14/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 10/15/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 10/16/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 10/17/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 10/18/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 10/21/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Monday 10/21/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 10/22/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 10/23/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 10/24/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 10/25/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 10/28/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Monday 10/28/2024** | **Services/Equipment:** |
| **Tuesday 10/29/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 10/30/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 10/31/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 11/01/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 11/04/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Wednesday 11/06/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 11/07/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 11/08/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 11/12/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 11/13/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 11/14/2024**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Thursday 11/14/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 11/15/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 11/18/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 11/19/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 11/20/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 11/21/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 11/21/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 11/22/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 11/25/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 11/26/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 12/02/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 12/03/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Tuesday 12/03/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 12/04/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 12/05/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 12/06/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 12/09/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 12/10/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Tuesday 12/10/2024** | **Services/Equipment:** |
| **Wednesday 12/11/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 12/12/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 12/13/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 12/16/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 12/17/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Wednesday 12/18/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 12/19/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 12/20/2024**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 01/07/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 01/08/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 01/09/2025**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Thursday 01/09/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 01/10/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 01/13/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 01/14/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 01/15/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 01/16/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 01/16/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 01/17/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 01/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 01/22/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 01/23/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 01/24/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Friday 01/24/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 01/27/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 01/28/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 01/29/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 01/30/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 01/31/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Friday 01/31/2025** | **Services/Equipment:** |

| **Monday 02/03/2025** | **Services/Equipment:** |
|---|---|
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| **Tuesday 02/04/2025** | **Services/Equipment:** |
|---|---|
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| **Wednesday 02/05/2025** | **Services/Equipment:** |
|---|---|
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| **Thursday 02/06/2025** | **Services/Equipment:** |
|---|---|
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| **Friday 02/07/2025** | **Services/Equipment:** |
|---|---|
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Monday 02/10/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 02/11/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 02/12/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 02/13/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 02/14/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 02/18/2025**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Tuesday 02/18/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 02/19/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 02/20/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 02/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 02/24/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 02/25/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Tuesday 02/25/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 02/26/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 02/27/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 02/28/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 03/03/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 03/04/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Tuesday 03/04/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 03/05/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 03/06/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 03/07/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 03/10/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 03/11/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Tuesday 03/11/2025** | **Services/Equipment:** |

| | |
|---|---|
| **Wednesday 03/12/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 03/13/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 03/17/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 03/18/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 03/19/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Thursday 03/20/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 03/21/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 03/24/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 03/25/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 03/26/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 03/27/2025**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Thursday 03/27/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 03/28/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 03/31/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 04/01/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 04/02/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 04/03/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 04/03/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 04/04/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 04/14/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 04/15/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 04/16/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 04/17/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 04/17/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Friday 04/18/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Monday 04/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Tuesday 04/22/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Wednesday 04/23/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |
| **Thursday 04/24/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 04/24/2025** | **Services/Equipment:** |

| | |
|---|---|
| **Friday 04/25/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 04/28/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 04/29/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 04/30/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 05/01/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Friday 05/02/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Monday 05/05/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Tuesday 05/06/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Wednesday 05/07/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Thursday 05/08/2025**

3:00PM - 6:00PM Cafeteria Capacity: 200 (General)
3:00PM - 6:00PM Gym (General)
3:00PM - 6:00PM Library (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3
Classroom & Library Utilities - S Hrs: 3

---

**Friday 05/09/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Friday 05/09/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 05/12/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 05/13/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 05/14/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 05/15/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 05/16/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Friday 05/16/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 05/19/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 05/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 05/22/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 05/23/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 05/27/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Tuesday 05/27/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 05/28/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Cafeteria Capacity: 200 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym (General) | Gym Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Library (General) | Classroom & Library Utilities - S Hrs: 3 |

# Fayette County Public Schools
# Yates Elementary School

## Terms of Use

FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility Usage Contract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

W I T N E S S E T H:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by and satisfy all other terms and conditions of this Contract as consideration for the use of the specified area(s) of the facility, grounds, and/or equipment on the specified date(s) and time(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference into and made a part of this Contract.

2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment

("Equipment") specified in Exhibit "A."



3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit "A;"

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of "A-" or better, in which: (a) the District is indemnified in an amount not less than $1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant's use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit an executed Contract or payment of the full usage fee or a requested certificate of insurance shall be grounds for non-approval by the District of Applicant's facility usage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and all usage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit "A" (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant's use of the Facility/Grounds.



b. The District reserves the right to have one or more District employees ("Employee") present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant's activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules, and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.



h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during the Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to the District shall be a prerequisite to additional use by Applicant of any facility or grounds in the District.



o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its original position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function

conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. School facilities, grounds, and equiptment shall not be used for commercial, for-profit activites unless otherwise authorized by the Superintendent or designee, per board policy.

v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on

Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event, Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

*Background checks*

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit the FBI, KY State Police, and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s).

In accordance with state regulation KRS 160.380, in order to perform work with students, any outside contractor and its employees and parents on SBDM councils must submit these three background checks for approval:

Kentucky State Police;

FBI; and
Cabinet for Health and Family Services child abuse and neglect (CAN) central registry report.

Please follow these steps to apply to be an approved contractor with Fayette County Public Schools:

1. Register as a contractor (https://dna.fcps.net/contractors). Outside contractors should select "Login as Guest."

2. Submit background checks (state and federal) and CAN letter from CHFS that are less than 6 months old.

© Facilitron, Inc.

© Facilitron, Inc.

# Fayette County Public Schools
# Academy for Leadership at Millcreek

## Terms of Use

FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility Usage Contract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

W I T N E S S E T H:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by and satisfy all other terms and conditions of this Contract as consideration for the use of the specified area(s) of the facility, grounds, and/or equipment on the specified date(s) and time(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference into and made a part of this Contract.

2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment

("Equipment") specified in Exhibit "A."



3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit "A;"

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of "A-" or better, in which: (a) the District is indemnified in an amount not less than $1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant's use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit an executed Contract or payment of the full usage fee or a requested certificate of insurance shall be grounds for non-approval by the District of Applicant's facility usage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and all usage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit "A" (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant's use of the Facility/Grounds.



b. The District reserves the right to have one or more District employees ("Employee") present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant's activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules, and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.



h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during the Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to the District shall be a prerequisite to additional use by Applicant of any facility or grounds in the District.



o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its original position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function

conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. School facilities, grounds, and equiptment shall not be used for commercial, for-profit activites unless otherwise authorized by the Superintendent or designee, per board policy.

v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on

Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event, Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

*Background checks*

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit the FBI, KY State Police, and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s).

In accordance with state regulation KRS 160.380, in order to perform work with students, any outside contractor and its employees and parents on SBDM councils must submit these three background checks for approval:

Kentucky State Police;

FBI; and
Cabinet for Health and Family Services child abuse and neglect (CAN) central registry report.

Please follow these steps to apply to be an approved contractor with Fayette County Public Schools:

1. Register as a contractor (https://dna.fcps.net/contractors). Outside contractors should select "Login as Guest."

2. Submit background checks (state and federal) and CAN letter from CHFS that are less than 6 months old.

© Facilitron, Inc.

© Facilitron, Inc.

# FACILITY USE PERMIT

Jul 22, 2024

**Permit Number:**
XW3ZECN5CCT9
**Approved By:**
Heidi Reihing
**Approved Date:**
07/19/2024

By using this permit you agree to the terms and conditions of Academy for Leadership at Millcreek | Fayette County Public Schools (view at:https://www.facilitron.com/terms/alm40517)
and Facilitron, Inc. (view at: https://www.facilitron.com/terms).

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s). Register as a FCPS Contractor here: https://dna.fcps.net/contractors. Review Terms & Conditions for details.

## THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

| | |
|---|---|
| **Permit Holder:** | Lexington Fayette Urban County Government - Parks and Recreation - ESP |
| **Contact Name:** | Harold Kouns |
| **Contact Email:** | hkouns@lexingtonky.gov |
| **Contact Phone:** | 8592882912 |
| **Event Name:** | Extended School Program (ESP) at Millcreek Elementary |
| **Maximum Daily Attendance:** | 75 (Max Capacity: 525) |
| **Location:** View Map | Academy for Leadership at Millcreek |
| | 1212 Reva Ridge Way Lexington KY 40517 |
| **Activity:** | Other (meeting, class, etc.) |

# Reservation Detail

**Wednesday 08/14/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 08/15/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 08/16/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Monday 08/19/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 08/20/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Wednesday 08/21/2024**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Wednesday 08/21/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 08/22/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 08/26/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 08/27/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 08/28/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 08/29/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 08/29/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 08/30/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 09/03/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 09/04/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 09/05/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 09/06/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

**Friday 09/06/2024**

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

---

**Monday 09/09/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 09/10/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Wednesday 09/11/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 09/12/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 09/13/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Friday 09/13/2024** | **Services/Equipment:** |

| | |
|---|---|
| **Monday 09/16/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 09/17/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 09/18/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 09/19/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 09/20/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

**Monday 09/23/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 09/24/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Wednesday 09/25/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 09/26/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 09/27/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Monday 10/07/2024**

**Services/Equipment:**

Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Monday 10/07/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 10/08/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 10/09/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 10/10/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 10/11/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 10/14/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Monday 10/14/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 10/15/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 10/16/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 10/17/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 10/18/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 10/21/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

**Monday 10/21/2024**

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

---

**Tuesday 10/22/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Wednesday 10/23/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 10/24/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 10/25/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Monday 10/28/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Monday 10/28/2024** | **Services/Equipment:** |

| | |
|---|---|
| **Tuesday 10/29/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 10/30/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 10/31/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 11/01/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 11/04/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

**Wednesday 11/06/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 11/07/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 11/08/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 11/12/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Wednesday 11/13/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**
Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 11/14/2024**

**Services/Equipment:**
Custodial Staff Hrs: 3;

# Reservation Detail

**Thursday 11/14/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 11/15/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Monday 11/18/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 11/19/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Wednesday 11/20/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 11/21/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Thursday 11/21/2024** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 11/22/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 11/25/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 11/26/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 12/02/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 12/03/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

**Tuesday 12/03/2024**

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

---

**Wednesday 12/04/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 12/05/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 12/06/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Monday 12/09/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 12/10/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Tuesday 12/10/2024** | **Services/Equipment:** |

| | |
|---|---|
| **Wednesday 12/11/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 12/12/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 12/13/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 12/16/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 12/17/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

**Wednesday 12/18/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 12/19/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 12/20/2024**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 01/07/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Wednesday 01/08/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 01/09/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Thursday 01/09/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 01/10/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 01/13/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 01/14/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 01/15/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 01/16/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 01/16/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 01/17/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 01/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 01/22/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 01/23/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 01/24/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

**Friday 01/24/2025**

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

---

**Monday 01/27/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 01/28/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Wednesday 01/29/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 01/30/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 01/31/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Friday 01/31/2025** | **Services/Equipment:** |

| | |
|---|---|
| **Monday 02/03/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 02/04/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 02/05/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 02/06/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 02/07/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

**Monday 02/10/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 02/11/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Wednesday 02/12/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 02/13/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 02/14/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 02/18/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Tuesday 02/18/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 02/19/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 02/20/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 02/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 02/24/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 02/25/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Tuesday 02/25/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

---

**Wednesday 02/26/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Classroom & Library Utilities - S Hrs: 3

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

---

**Thursday 02/27/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Classroom & Library Utilities - S Hrs: 3

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

---

**Friday 02/28/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Classroom & Library Utilities - S Hrs: 3

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

---

**Monday 03/03/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Classroom & Library Utilities - S Hrs: 3

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

---

**Tuesday 03/04/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Classroom & Library Utilities - S Hrs: 3

Cafeteria Utilities - S Hrs: 3

# Reservation Detail

**Tuesday 03/04/2025**

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

---

**Wednesday 03/05/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 03/06/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 03/07/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Monday 03/10/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 03/11/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Tuesday 03/11/2025** | **Services/Equipment:** |

| | |
|---|---|
| **Wednesday 03/12/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 03/13/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 03/17/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 03/18/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 03/19/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

**Thursday 03/20/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 03/21/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Monday 03/24/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 03/25/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Wednesday 03/26/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 03/27/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Thursday 03/27/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 03/28/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 03/31/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 04/01/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 04/02/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 04/03/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

| | |
|---|---|
| **Thursday 04/03/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 04/04/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 04/14/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 04/15/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 04/16/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 04/17/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |

# Reservation Detail

**Thursday 04/17/2025**

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

---

**Friday 04/18/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Monday 04/21/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 04/22/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Wednesday 04/23/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 04/24/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

# Reservation Detail

| | |
|---|---|
| **Thursday 04/24/2025** | **Services/Equipment:** |

| | |
|---|---|
| **Friday 04/25/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 04/28/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 04/29/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 04/30/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 05/01/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

# Reservation Detail

**Friday 05/02/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Monday 05/05/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Tuesday 05/06/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Wednesday 05/07/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Thursday 05/08/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)
3:00PM - 6:00PM Cafeteria Capacity: 250 (General)
3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;
Classroom & Library Utilities - S Hrs: 3
Cafeteria Utilities - S Hrs: 3
Gym Utilities - S Hrs: 3

---

**Friday 05/09/2025**

**Services/Equipment:**

Custodial Staff Hrs: 3;

# Reservation Detail

| | |
|---|---|
| **Friday 05/09/2025** | **Services/Equipment:** |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Monday 05/12/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Tuesday 05/13/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Wednesday 05/14/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Thursday 05/15/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - S Hrs: 3 |
| 3:00PM - 6:00PM Gym Capacity: 200 (Gym) | Gym Utilities - S Hrs: 3 |

| | |
|---|---|
| **Friday 05/16/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 3; |
| 3:00PM - 6:00PM Library Capacity: 75 (General) | Classroom & Library Utilities - S Hrs: 3 |

# Reservation Detail

**Friday 05/16/2025**

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

---

**Monday 05/19/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Classroom & Library Utilities - S Hrs: 3

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

---

**Wednesday 05/21/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Classroom & Library Utilities - S Hrs: 3

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

---

**Thursday 05/22/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Classroom & Library Utilities - S Hrs: 3

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

---

**Friday 05/23/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Classroom & Library Utilities - S Hrs: 3

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

---

**Tuesday 05/27/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Classroom & Library Utilities - S Hrs: 3

Cafeteria Utilities - S Hrs: 3

# Reservation Detail

**Tuesday 05/27/2025**

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Gym Utilities - S Hrs: 3

---

**Wednesday 05/28/2025**

3:00PM - 6:00PM Library Capacity: 75 (General)

3:00PM - 6:00PM Cafeteria Capacity: 250 (General)

3:00PM - 6:00PM Gym Capacity: 200 (Gym)

**Services/Equipment:**

Custodial Staff Hrs: 3;

Classroom & Library Utilities - S Hrs: 3

Cafeteria Utilities - S Hrs: 3

Gym Utilities - S Hrs: 3

---

# FACILITY USE PERMIT

Jul 22, 2024

**Permit Number:**
B6Y4Y26EF7NC
**Approved By:**
Heidi Reihing
**Approved Date:**
07/19/2024

By using this permit you agree to the terms and conditions of Edythe J. Hayes Middle School | Fayette County Public Schools (view at:https://www.facilitron.com/terms/ejhms40509)
and Facilitron, Inc. (view at: https://www.facilitron.com/terms).

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s). Register as a FCPS Contractor here: https://dna.fcps.net/contractors. Review Terms & Conditions for details.

## THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

| | |
|---|---|
| **Permit Holder:** | Lexington Fayette Urban County Government - Parks and Recreation - ESP |
| **Contact Name:** | Harold Kouns |
| **Contact Email:** | hkouns@lexingtonky.gov |
| **Contact Phone:** | 8592882912 |
| **Event Name:** | Recreation Enrichment and Learning (REAL) at EJ Hayes |
| **Maximum Daily Attendance:** | 50 (Max Capacity: 100) |
| **Location:** View Map | Edythe J. Hayes Middle School |
| | 260 Richardson Place Lexington KY 40509 |
| **Activity:** | Other (meeting, class, etc.) |

# Reservation Detail

**Wednesday 08/14/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)
4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**
Custodial Staff Hrs: 4;
Classroom & Library Utilities - M Hrs: 4
Classroom & Library Utilities - M Hrs: 4

---

**Thursday 08/15/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)
4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**
Custodial Staff Hrs: 4;
Classroom & Library Utilities - M Hrs: 4
Classroom & Library Utilities - M Hrs: 4

---

**Friday 08/16/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)
4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**
Custodial Staff Hrs: 4;
Classroom & Library Utilities - M Hrs: 4
Classroom & Library Utilities - M Hrs: 4

---

**Monday 08/19/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)
4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**
Custodial Staff Hrs: 4;
Classroom & Library Utilities - M Hrs: 4
Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 08/20/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)
4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**
Custodial Staff Hrs: 4;
Classroom & Library Utilities - M Hrs: 4
Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 08/21/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)
4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**
Custodial Staff Hrs: 4;
Classroom & Library Utilities - M Hrs: 4
Classroom & Library Utilities - M Hrs: 4

---

**Thursday 08/22/2024**

**Services/Equipment:**
Custodial Staff Hrs: 4;

# Reservation Detail

**Thursday 08/22/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 08/26/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 08/27/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 08/28/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 08/29/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 08/30/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 09/03/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 09/03/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 09/04/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 09/05/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 09/06/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 09/09/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 09/10/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 09/11/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Wednesday 09/11/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 09/12/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 09/13/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 09/16/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 09/17/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 09/18/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 09/19/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Thursday 09/19/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 09/20/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 09/23/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 09/24/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 09/25/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 09/26/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 09/27/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Friday 09/27/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 10/07/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 10/08/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 10/09/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 10/10/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 10/11/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 10/14/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Monday 10/14/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 10/15/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 10/16/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 10/17/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 10/18/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 10/21/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 10/22/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 10/22/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 10/23/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 10/24/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 10/25/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 10/28/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 10/29/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 10/30/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Wednesday 10/30/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 10/31/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 11/01/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 11/04/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 11/06/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 11/07/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 11/08/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Friday 11/08/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 11/11/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 11/12/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 11/13/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 11/14/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 11/15/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 11/18/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Monday 11/18/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 11/19/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 11/20/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 11/21/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 11/22/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 11/25/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 11/26/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 11/26/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 12/02/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 12/03/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 12/04/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 12/05/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 12/06/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 12/09/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Monday 12/09/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 12/10/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 12/11/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 12/12/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 12/13/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 12/16/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 12/17/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 12/17/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 12/18/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 12/19/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 12/20/2024**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 01/07/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 01/08/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 01/09/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Thursday 01/09/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 01/10/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 01/13/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 01/14/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 01/15/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 01/16/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 01/17/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Friday 01/17/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 01/21/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 01/22/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 01/23/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 01/24/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 01/27/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 01/28/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 01/28/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 01/29/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 01/30/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 01/31/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 02/03/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 02/04/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 02/05/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Wednesday 02/05/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 02/06/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 02/07/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 02/10/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 02/11/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 02/12/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 02/13/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Thursday 02/13/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 02/14/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 02/18/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 02/19/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 02/20/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 02/21/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 02/24/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Monday 02/24/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 02/25/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 02/26/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 02/27/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 02/28/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 03/03/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 03/04/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 03/04/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 03/05/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 03/06/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 03/07/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 03/10/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 03/11/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 03/12/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

| | |
|---|---|
| **Wednesday 03/12/2025** | **Services/Equipment:** |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Thursday 03/13/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Monday 03/17/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Tuesday 03/18/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Wednesday 03/19/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Thursday 03/20/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Friday 03/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |

# Reservation Detail

| | |
|---|---|
| **Friday 03/21/2025** | **Services/Equipment:** |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Monday 03/24/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Tuesday 03/25/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Wednesday 03/26/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Thursday 03/27/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Friday 03/28/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Monday 03/31/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |

# Reservation Detail

**Monday 03/31/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 04/01/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 04/02/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 04/03/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 04/04/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 04/14/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 04/15/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

| | |
|---|---|
| **Tuesday 04/15/2025** | **Services/Equipment:** |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Wednesday 04/16/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Thursday 04/17/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Friday 04/18/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Monday 04/21/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Tuesday 04/22/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Library Capacity: 100 (General) | Classroom & Library Utilities - M Hrs: 4 |
| **Wednesday 04/23/2025** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |

# Reservation Detail

**Wednesday 04/23/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 04/24/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 04/25/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 04/28/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 04/29/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 04/30/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 05/01/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Thursday 05/01/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 05/02/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 05/05/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 05/06/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 05/07/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 05/08/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 05/09/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Friday 05/09/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 05/12/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 05/13/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 05/14/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 05/15/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 05/16/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Monday 05/19/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Monday 05/19/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 05/21/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Thursday 05/22/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Friday 05/23/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Tuesday 05/27/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

**Wednesday 05/28/2025**

7:00AM - 9:00AM Library Capacity: 100 (General)

4:00PM - 6:00PM Library Capacity: 100 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Classroom & Library Utilities - M Hrs: 4

Classroom & Library Utilities - M Hrs: 4

---

# Fayette County Public Schools
# Edythe J. Hayes Middle School

## Terms of Use

FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility Usage Contract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

W I T N E S S E T H:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by and satisfy all other terms and conditions of this Contract as consideration for the use of the specified area(s) of the facility, grounds, and/or equipment on the specified date(s) and time(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference into and made a part of this Contract.

2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment

("Equipment") specified in Exhibit "A."



3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit "A;"

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of "A-" or better, in which: (a) the District is indemnified in an amount not less than $1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant's use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit an executed Contract or payment of the full usage fee or a requested certificate of insurance shall be grounds for non-approval by the District of Applicant's facility usage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and all usage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit "A" (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant's use of the Facility/Grounds.



b. The District reserves the right to have one or more District employees ("Employee") present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant's activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules, and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.



h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during the Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to the District shall be a prerequisite to additional use by Applicant of any facility or grounds in the District.



o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its original position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function

conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. School facilities, grounds, and equiptment shall not be used for commercial, for-profit activites unless otherwise authorized by the Superintendent or designee, per board policy.

v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on

Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event, Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

*Background checks*

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit the FBI, KY State Police, and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s).

In accordance with state regulation KRS 160.380, in order to perform work with students, any outside contractor and its employees and parents on SBDM councils must submit these three background checks for approval:

Kentucky State Police;

FBI; and
Cabinet for Health and Family Services child abuse and neglect (CAN) central registry report.

Please follow these steps to apply to be an approved contractor with Fayette County Public Schools:

1. Register as a contractor (https://dna.fcps.net/contractors). Outside contractors should select "Login as Guest."

2. Submit background checks (state and federal) and CAN letter from CHFS that are less than 6 months old.

© Facilitron, Inc.

© Facilitron, Inc.

# FACILITY USE PERMIT

Jul 22, 2024

**Permit Number:**
FF43HK3ND5R4
**Approved By:**
Heidi Reihing
**Approved Date:**
07/19/2024

By using this permit you agree to the terms and conditions of Jessie Clark Middle School | Fayette County Public Schools (view at:https://www.facilitron.com/terms/jcms40503)
and Facilitron, Inc. (view at: https://www.facilitron.com/terms).

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s). Register as a FCPS Contractor here: https://dna.fcps.net/contractors. Review Terms & Conditions for details.

## THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

| | |
|---|---|
| **Permit Holder:** | Lexington Fayette Urban County Government - Parks and Recreation - ESP |
| **Contact Name:** | Harold Kouns |
| **Contact Email:** | hkouns@lexingtonky.gov |
| **Contact Phone:** | 8592882912 |
| **Event Name:** | Recreation Enrichment and Learning (REAL) at Jessie Clark |
| **Maximum Daily Attendance:** | 60 (Max Capacity: 250) |
| **Location:** View Map | Jessie Clark Middle School |
| | 3341 Clays Mill Road Lexington KY 40503 |
| **Activity:** | Other (meeting, class, etc.) |

# Reservation Detail

**Wednesday 08/14/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**
Custodial Staff Hrs: 4;
Cafeteria Utilities - M Hrs: 4
Cafeteria Utilities - M Hrs: 4

---

**Thursday 08/15/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**
Custodial Staff Hrs: 4;
Cafeteria Utilities - M Hrs: 4
Cafeteria Utilities - M Hrs: 4

---

**Friday 08/16/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**
Custodial Staff Hrs: 4;
Cafeteria Utilities - M Hrs: 4
Cafeteria Utilities - M Hrs: 4

---

**Monday 08/19/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**
Custodial Staff Hrs: 4;
Cafeteria Utilities - M Hrs: 4
Cafeteria Utilities - M Hrs: 4

---

**Tuesday 08/20/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**
Custodial Staff Hrs: 4;
Cafeteria Utilities - M Hrs: 4
Cafeteria Utilities - M Hrs: 4

---

**Wednesday 08/21/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)
4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**
Custodial Staff Hrs: 4;
Cafeteria Utilities - M Hrs: 4
Cafeteria Utilities - M Hrs: 4

---

**Thursday 08/22/2024**

**Services/Equipment:**
Custodial Staff Hrs: 4;

# Reservation Detail

**Thursday 08/22/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 08/26/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 08/27/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 08/28/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 08/29/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 08/30/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 09/03/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 09/03/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 09/04/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 09/05/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 09/06/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 09/09/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 09/10/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 09/11/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Wednesday 09/11/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 09/12/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 09/13/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 09/16/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 09/17/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 09/18/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 09/19/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Thursday 09/19/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 09/20/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 09/23/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 09/24/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 09/25/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 09/26/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 09/27/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Friday 09/27/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 10/07/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 10/08/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 10/09/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 10/10/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 10/11/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 10/14/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Monday 10/14/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 10/15/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 10/16/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 10/17/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 10/18/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 10/21/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 10/22/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 10/22/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 10/23/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 10/24/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 10/25/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 10/28/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 10/29/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 10/30/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

| | |
|---|---|
| **Wednesday 10/30/2024** | **Services/Equipment:** |
| 7:00AM - 9:00AM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - M Hrs: 4 |
| **Thursday 10/31/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - M Hrs: 4 |
| **Friday 11/01/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - M Hrs: 4 |
| **Monday 11/04/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - M Hrs: 4 |
| **Wednesday 11/06/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - M Hrs: 4 |
| **Thursday 11/07/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |
| 7:00AM - 9:00AM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - M Hrs: 4 |
| 4:00PM - 6:00PM Cafeteria Capacity: 250 (General) | Cafeteria Utilities - M Hrs: 4 |
| **Friday 11/08/2024** | **Services/Equipment:** |
| | Custodial Staff Hrs: 4; |

# Reservation Detail

**Friday 11/08/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 11/11/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 11/12/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 11/13/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 11/14/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 11/15/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 11/18/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Monday 11/18/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 11/19/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 11/20/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 11/21/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 11/22/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 11/25/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 11/26/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 11/26/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 12/02/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 12/03/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 12/04/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 12/05/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 12/06/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 12/09/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Monday 12/09/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 12/10/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 12/11/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 12/12/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 12/13/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 12/16/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 12/17/2024**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 12/17/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 12/18/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 12/19/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 12/20/2024**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 01/07/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 01/08/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 01/09/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Thursday 01/09/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 01/10/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 01/13/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 01/14/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 01/15/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 01/16/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 01/17/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Friday 01/17/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 01/21/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 01/22/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 01/23/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 01/24/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 01/27/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 01/28/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 01/28/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 01/29/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 01/30/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 01/31/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 02/03/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 02/04/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 02/05/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Wednesday 02/05/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 02/06/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 02/07/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 02/10/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 02/11/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 02/12/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 02/13/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Thursday 02/13/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 02/14/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 02/18/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 02/19/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 02/20/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 02/21/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 02/24/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Monday 02/24/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 02/25/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 02/26/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 02/27/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 02/28/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 03/03/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 03/04/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 03/04/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 03/05/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 03/06/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 03/07/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 03/10/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 03/11/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 03/12/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Wednesday 03/12/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 03/13/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 03/17/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 03/18/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 03/19/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 03/20/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 03/21/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Friday 03/21/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 03/24/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 03/25/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 03/26/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 03/27/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 03/28/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 03/31/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Monday 03/31/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 04/01/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 04/02/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 04/03/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 04/04/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 04/14/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 04/15/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Tuesday 04/15/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 04/16/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 04/17/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 04/18/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 04/21/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 04/22/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 04/23/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Wednesday 04/23/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 04/24/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 04/25/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 04/28/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 04/29/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 04/30/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 05/01/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Thursday 05/01/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 05/02/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 05/05/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 05/06/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 05/07/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 05/08/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 05/09/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Friday 05/09/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 05/12/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 05/13/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 05/14/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 05/15/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 05/16/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Monday 05/19/2025**

**Services/Equipment:**

Custodial Staff Hrs: 4;

# Reservation Detail

**Monday 05/19/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 05/21/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Thursday 05/22/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Friday 05/23/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Tuesday 05/27/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

**Wednesday 05/28/2025**

7:00AM - 9:00AM Cafeteria Capacity: 250 (General)

4:00PM - 6:00PM Cafeteria Capacity: 250 (General)

**Services/Equipment:**

Custodial Staff Hrs: 4;

Cafeteria Utilities - M Hrs: 4

Cafeteria Utilities - M Hrs: 4

---

# Fayette County Public Schools
# Jessie Clark Middle School

## Terms of Use

FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility Usage Contract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

W I T N E S S E T H:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by and satisfy all other terms and conditions of this Contract as consideration for the use of the specified area(s) of the facility, grounds, and/or equipment on the specified date(s) and time(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference into and made a part of this Contract.

2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment

("Equipment") specified in Exhibit "A."



3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit "A;"

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of "A-" or better, in which: (a) the District is indemnified in an amount not less than $1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant's use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit an executed Contract or payment of the full usage fee or a requested certificate of insurance shall be grounds for non-approval by the District of Applicant's facility usage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and all usage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit "A" (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant's use of the Facility/Grounds.



b. The District reserves the right to have one or more District employees ("Employee") present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant's activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules, and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.



h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during the Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to the District shall be a prerequisite to additional use by Applicant of any facility or grounds in the District.



o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its original position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function

conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. School facilities, grounds, and equiptment shall not be used for commercial, for-profit activites unless otherwise authorized by the Superintendent or designee, per board policy.

v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on

Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event, Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

*Background checks*

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit the FBI, KY State Police, and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s).

In accordance with state regulation KRS 160.380, in order to perform work with students, any outside contractor and its employees and parents on SBDM councils must submit these three background checks for approval:

Kentucky State Police;

FBI; and
Cabinet for Health and Family Services child abuse and neglect (CAN) central registry report.

Please follow these steps to apply to be an approved contractor with Fayette County Public Schools:

1. Register as a contractor (https://dna.fcps.net/contractors). Outside contractors should select "Login as Guest."

2. Submit background checks (state and federal) and CAN letter from CHFS that are less than 6 months old.

© Facilitron, Inc.

© Facilitron, Inc.

## *REQUISTION / PURCHASE ORDER REQUEST--PARKS & RECREATION*

**REQUISITION #:** _____ **DATE:** _____ **BID/QUOTE #:** _____

**PURCHASE ORDER #:** _____ **DATE:** _____ **WORK ORDER#** _____

**TYPE OF REQUEST:** PURCHASE ORDER **DATE RECEIVED:** _____ **CHECK ROUTING:** ☐ REQUESTER ☑ VENDOR

**LOCATION/PROJECT USE:** _____

**ACCOUNT(S) / AMOUNT BREAK DOWN**

| PROJECT/GRANT | ACTIVITY | FUND | DEPT ID | SECTION | ACCOUNT | | SITE | BUDGET PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | 4202 | 707606 | 7511 | 71299 | | 814 | 2025 | $20,000.00 |
| | | 4202 | 707606 | 7511 | 71299 | | 857 | 2025 | $16,000.00 |
| | | 4202 | 707606 | 7511 | 71299 | | 832 | 2025 | $1,250.00 |
| | | 4202 | 707606 | 7511 | 71299 | | 819 | 2025 | $750.00 |
| | | 4202 | 707606 | 7511 | 71299 | | 828 | 2025 | $1,000.00 |
| | | 4202 | 707606 | 7511 | 71299 | | 824 | 2025 | $1,000.00 |

**VENDOR INFORMATION**

Fayette County Public Schools — **UPC:** _____
**VENDOR NAME (check payable to)** — **FEDERAL ID # (for new vendor)**

450 Park Place
**ADDRESS (please fill out completely)** — **VENDOR CONTACT NAME**

Lexington, KY 40511
**CITY,STATE, ZIP** — **PHONE/FAX**

**SHIP TO INFORMATION**

Dunbar Community Center
**SHIP TO LOCATION**

545 N Upper Street — Harold Kouns
**ADDRESS (please fill out completely)** — **SHIP TO CONTACT NAME**

Lexington, KY 40508 — 859-288-2912
**CITY, STATE, ZIP** — **PHONE**

**LINE ITEMS**

| ITEM DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| Honorarium for Fayette County Public Schools (Stonewall Elementary) | 1 | | $ 20,000.00 | $ 20,000.00 |
| Honorarium for Fayette County Public Schools (Garrett Morgan Elementary) | 1 | | $ 16,000.00 | $ 16,000.00 |
| Honorarium for Fayette County Public Schools (Millcreek Elementary) | 1 | | $ 1,250.00 | $ 1,250.00 |
| Honorarium for Fayette County Public Schools (Yates Elementary) | 1 | | $ 750.00 | $ 750.00 |
| Honorarium for Fayette County Public Schools (Jessie Clark Middle School) | 1 | | $ 1,000.00 | $ 1,000.00 |
| Honorarium for Fayette County Public Schools (EJ Hayes Middle School ) | 1 | | $ 1,000.00 | $ 1,000.00 |
| | | | | $ - |
| | | | | $ - |
| | | | **TOTAL** | **$ 40,000.00** |

**JUSTIFICATION / SPECIAL INSTRUCTIONS**

_____

_____

**ADDITIONAL QUOTES (NEEDED FOR ITEMS OVER $2,499.00)**

**SECOND QUOTE VENDOR NAME** _____ **AMOUNT:** _____

**THIRD QUOTE VENDOR NAME** _____ **AMOUNT:** _____

**REQUESTED BY / APPROVAL INFORMATION**

**REQUESTED BY:** Harold Kouns **DATE:** 7-May-25

**APPROVAL:** _____ **DATE:** _____

C:\Users\ufc-prod\AppData\Local\Temp\BCL Technologies\easyPDF 8\@BCL@00164574\@BCL@00164574

| ADDITIONAL LINE ITEMS | | | | |
|---|---|---|---|---|
| ITEM DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | GRAND TOTAL | |

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE FACILITRON PERMITS AND HONORARIUMS, WITH THE FAYETTE COUNTY BOARD OF EDUCATION, FOR THE DIVISION OF PARKS & RECREATION, FOR SPACE TO HOST THE EXTENDED SCHOOL PROGRAM (ESP) AND THE RECREATIONAL ENRICHMENT AND LEARNING PROGRAM (REAL) FOR THE 2024-2025 SCHOOL YEAR, AT A COST NOT EXCEED $40,000.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Facilitron Permits and Honorariums, which are attached hereto and incorporated herein by reference, with the Fayette County Board of Education for space to host the Extended School Program (ESP) and the Recreational Enrichment And Learning Program (REAL) for the 2024-2025 school year.

Section 2 – That an amount, not to exceed the sum of $40,000.00 be and hereby is approved for payment to the Fayette County Board of Education from account # 4202-707606-71299, pursuant to the terms of the Facilitron Permits and Honorariums.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0476-25:GET:4904-1882-8096, v. 1

RESOLUTION NO. 256 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE FACILITRON PERMITS AND HONORARIUMS, WITH THE FAYETTE COUNTY BOARD OF EDUCATION, FOR THE DIVISION OF PARKS & RECREATION, FOR SPACE TO HOST THE EXTENDED SCHOOL PROGRAM (ESP) AND THE RECREATIONAL ENRICHMENT AND LEARNING PROGRAM (REAL) FOR THE 2024-2025 SCHOOL YEAR, AT A COST NOT EXCEED $40,000.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Facilitron Permits and Honorariums, which are attached hereto and incorporated herein by reference, with the Fayette County Board of Education for space to host the Extended School Program (ESP) and the Recreational Enrichment And Learning Program (REAL) for the 2024-2025 school year.

Section 2 – That an amount, not to exceed the sum of $40,000.00 be and hereby is approved for payment to the Fayette County Board of Education from account # 4202-707606-71299, pursuant to the terms of the Facilitron Permits and Honorariums.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0476-25:GET:4904-1882-8096, v. 1

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

**File Number: 0478-25**

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0478-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | 139-2025 | **In Control:** | Urban County Council |
| | | | | **File Created:** | 05/06/2025 |
| **File Name:** | SVI truck agreement | | | **Final Action:** | 05/29/2025 |

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with SVI Trucks for purchase of a SVI 18' Air Truck at a cost not to exceed $779,168. [Div. of Fire and Emergency Services, Wells]

**Notes:** SAF in CCO copy given back to Rita. 6.2.25 AA

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | 05/29/2025 |
| **Attachments:** | SVI Blue sheet memo_052025, SVI Contract_052025, 478-25 svi 4936-1800-8129 v.1.doc, R-236-2025, Conract #139-2025 | **Enactment Number:** | R-236-2025 |
| **Deed #:** | | **Hearing Date:** | |
| **Drafter:** | Tammy James | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 05/29/2025 | | |
| 1 | Urban County Council | 05/29/2025 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 05/29/2025 | Approved | | | | Pass |

### Text of Legislative File 0478-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with SVI Trucks for purchase of a SVI 18' Air Truck at a cost not to exceed $779,168. [Div. of Fire and Emergency Services, Wells]

**Summary**

Authorization to enter into an Agreement with SVI Trucks through a Sourcewell Contract for one (1) SVI 18' Air Truck at $779,168.00 to replace a 23-year-old unit, the div.'s primary

mobile air unit which is a specialized Fire apparatus used to provide supplemental lighting and self-contained breathing apparatus cylinder filling services at emergency scenes. Funds are Budgeted. (L0478-25)(Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law**: Yes, M. Sanner

**Risk Management**: No

Fully Budgeted: Yes

Account Number: 1105 505707 5713 96957

This Fiscal Year Impact: $779,168.00

Annual Impact: N/A

Project: FIRE_TRUCK_2025

Activity: VEHICLE

Budget Reference: 2025

Current Balance: $2,441,457.96

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: May 6, 2025

SUBJECT: SVI Trucks Agreement

---

The Division of Fire and Emergency Services request authorization to enter into an agreement with SVI Trucks for one (1) SVI 18' Air Truck at $779,168.00. This agreement ends upon delivery of the unit. Additional purchases require revised quote(s) and a signed contract agreement. SVI is part of a sourcewell contract.

Why are you requesting? This purchase will replace a 23-year-old unit, the division's primary mobile air unit. A Mobile Air Unit (MAU), also known as an air and light unit, is a specialized fire apparatus used to provide supplemental lighting and self-contained breathing apparatus (SCBA) cylinder filling services at emergency scenes.

Department needs this action completed because: to keep up with our fleet replacement plan.

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

The cost for this FY is: $779,168.00

The cost for future FY is N/A

Are the funds budgeted? Yes

File Number:

If a contract, please indicate the cancelation clause: If the contract is terminated by Buyer at any time prior to Delivery, then Buyer agrees to pay SVI and Representative for the Products provided (if any) and the work completed as of the date of termination.

Director/Commissioner: Wells/Armstrong

# PROPOSAL FOR MANUFACTURE AND SALE OF EMERGENCY VEHICLE

**Buyer:** Lexington -Fayette Urban County Government Linda Gorton, Mayor
219 E Third Street
Lexington, KY 40508

**Date:** 4/10/2025

SUPER VACUUM MANUFACTURING CO, INC. ("SVI"), a Colorado corporation hereby propose and agree to manufacture and furnish to Buyer the following vehicle and equipment (the "Equipment") subject to Buyer's acceptance of this Proposal.

**PROPOSED EQUIPMENT:** One (1) SVI 18' Air Truck Mounted on Freightliner M2 106, per attached specifications. Apparatus will be purchased with HGACBUY FS12-23. PERFORMANCE BOND
The successful Bidder will be required to provide a 100% performance

**Proposal Price: $852,747**

1. **Specifications**: The Equipment will be manufactured or modified in accordance with the SVI specifications, clarifications, and exceptions attached, and in compliance with current National Fire Protection Association (NFPA) 1901 Guidelines (together, the "Specifications"), which are hereby incorporated by reference. The Specifications shall be the exclusive description of the Equipment, and the Specifications will prevail in the event of any conflict over any other description of the Equipment.

2. **Warranty:** The Equipment is sold subject to the standard SVI Limited Warranty as set forth in the SVI Limited Warranty Statement. Any product warranty rights provided by the manufacturer(s) of the incorporated cab/chassis or other components will be assigned or otherwise transferred to Buyer to the extent possible. Buyer acknowledges and agrees that any defects or deviations from the Specifications that may be discovered after Delivery shall be subject to correction under the terms of the SVI Limited Warranty.

3. **Pricing:** The Proposal Price above is valid for **30** calendar days from the date of this Proposal. The above Proposal Price does not include any state, federal or local taxes. Buyer will be solely responsible for payment of any taxes arising from the purchase and sale of the vehicle (other than those measured by or assessed upon SVI's or Dealer's net income).

   a. Any increased cost incurred by SVI beyond our control due to changes, additions, or Federal Mandates to DOT, FMVSS / CMVSS, EPA, NFPA standards or supplier surcharges will be passed along to Customer as an addition to the Purchase Price.

4. **Payment Terms:** Final payment for the Equipment is due and payable in full upon Delivery as described below. In the event of a failure to make payment in full upon Delivery, then a daily finance and storage fee as set forth in the SVI General Terms and Conditions of Sale will apply. Upon Delivery of the Equipment, all risk of loss shall pass to Buyer. Buyer agrees to provide adequate liability and physical damage insurance and to provide evidence of such coverage to SVI upon request. The Manufacturer's Statement of Origin (MSO) for the Equipment shall be provided to Buyer only upon receipt of payment of all amounts due SVI in connection with or arising out of the purchase and sale of the Equipment.

5. **Delivery:**

   a. Delivery will be made Ex Works (Incoterms 2020) at the SVI manufacturing facility in Fort Collins, Colorado.

   b. The estimated delivery time is **700** calendar days after receipt and approval of contract or purchase order, properly executed. (cab/chassis must be received within ONE HUNDRED EIGHTY (180) days or delivery may be delayed), and subject to the force majeure provisions of SVI's General Terms and Conditions of Sale.

   SUPER VACUUM MANUFACTURING CO, INC. shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, pandemics, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

   This delivery estimate is based on the SVI receiving complete and accurate information and paperwork from the Buyer and that no changes take place during pre-construction, mid-inspection, or final inspections. Any changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required.

6. **Cancellation:** If the contract is terminated by Buyer at any time prior to Delivery, then Buyer agrees to pay SVI and Representative for the Products provided (if any) and the work completed as of the date of termination.

7. **Optional Pre-Payments:**

   a. **Progress Payment:** Buyer may elect a progress payment for each unit ordered payable within approximately 8 months of order acceptance date or within 30 days prior to arrival of the chassis. The exact date payment is due will be determined at the pre-construction meeting.

| | |
|---|---|
| **Pre-Payment Amount:** | $147,258 |
| **Discount Amount:** | ($10,400) |
| **Total Contract Amount After Discount:** | **$842,347** |

_____ Initial to indicate that a progress payment will be made.

**b.** **50 % Pre-Payment:** Buyer may elect a 50 % pre-payment for each unit ordered payable within 14 days of order acceptance date.

| | |
|---|---|
| **Pre-Payment Amount:** | $407,349 |
| **Discount Amount:** | ($38,048) |
| **Total Contract Amount After Discount:** | **$814,699** |

_____ Initial to indicate that a 50 % pre-payment will be made.

**c.** **90 % Pre-Payment:** Buyer may elect a 90 % pre-payment for each unit ordered payable within 14 days of order acceptance date.

| | |
|---|---|
| **Pre-Payment Amount:** | $707,646 |
| **Discount Amount:** | ($66,473) |
| **Total Contract Amount After Discount:** | **$786,274** |

_____ Initial to indicate that a 90 % pre-payment will be made.

**c.** **100 % Pre-Payment:** Buyer may elect a 100 % pre-payment for each unit ordered payable within 14 days of order acceptance date.

| | |
|---|---|
| **Pre-Payment Amount:** | $779,168 |
| **Discount Amount:** | ($73,579) |
| **Total Contract Amount After Discount:** | **$779,168** |

_____ Initial to indicate that a 100 % pre-payment will be made.

**Buyer:** Lexington -Fayette Urban County Government Linda Gorton, Mayor
219 E Third Street
Lexington, KY 40508

By (Printed) _____

Signature: _____

Title: _____

Date: _____

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SVI TRUCKS FOR PURCHASE OF A SVI 18’ AIR TRUCK AT A COST NOT TO EXCEED $779,168.00.

_____
_

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 SVI Trucks, for purchase of a SVI 18’ Air Truck.

Section 2 - That an amount, not to exceed the sum of $779,168.00, be and hereby is approved for payment to SVI Trucks, from account #1105-505707-96957.

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
478-25:MRS: 4936-1800-8129, v. 1

RESOLUTION NO. 236 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SVI TRUCKS FOR PURCHASE OF A SVI 18" AIR TRUCK AT A COST NOT TO EXCEED $779,168.00.

---

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 SVI Trucks, for purchase of a SVI 18" Air Truck.

Section 2 - That an amount, not to exceed the sum of $779,168.00, be and hereby is approved for payment to SVI Trucks, from account #1105-505707-96957.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

478-25:MRS: 4936-1800-8129, v. 1

**SVI Trucks** | 3842 Redman Drive | Fort Collins, CO 80524 | svitrucks.com | 1-888-784-1112

## PROPOSAL FOR MANUFACTURE AND SALE OF EMERGENCY VEHICLE

**Buyer:** Lexington -Fayette Urban County Government Linda Gorton, Mayor
219 E Third Street
Lexington, KY 40508

**Date:** 5/1/2025

SUPER VACUUM MANUFACTURING CO, INC. ("SVI"), a Colorado corporation hereby propose and agree to manufacture and furnish to Buyer the following vehicle and equipment (the "Equipment") subject to Buyer's acceptance of this Proposal.

**PROPOSED EQUIPMENT:** One (1) SVI 18' Air Truck Mounted on Freightliner M2 106, per attached specifications. Apparatus will be purchased with HGACBUY FS12-23. PERFORMANCE BOND
The successful Bidder will be required to provide a 100% performance

**Proposal Price:** **$852,747**

1. **Specifications**: The Equipment will be manufactured or modified in accordance with the SVI specifications, clarifications, and exceptions attached, and in compliance with current National Fire Protection Association (NFPA) 1901 Guidelines (together, the "Specifications"), which are hereby incorporated by reference. The Specifications shall be the exclusive description of the Equipment, and the Specifications will prevail in the event of any conflict over any other description of the Equipment.

2. **Warranty:** The Equipment is sold subject to the standard SVI Limited Warranty as set forth in the SVI Limited Warranty Statement. Any product warranty rights provided by the manufacturer(s) of the incorporated cab/chassis or other components will be assigned or otherwise transferred to Buyer to the extent possible. Buyer acknowledges and agrees that any defects or deviations from the Specifications that may be discovered after Delivery shall be subject to correction under the terms of the SVI Limited Warranty.

3. **Pricing:** The Proposal Price above is valid for **30** calendar days from the date of this Proposal. The above Proposal Price does not include any state, federal or local taxes. Buyer will be solely responsible for payment of any taxes arising from the purchase and sale of the vehicle (other than those measured by or assessed upon SVI's or Dealer's net income).

   a. Any increased cost incurred by SVI beyond our control due to changes, additions, or Federal Mandates to DOT, FMVSS / CMVSS, EPA, NFPA standards or supplier surcharges will be passed along to Customer as an addition to the Purchase Price.

4. **Payment Terms:** Final payment for the Equipment is due and payable in full upon Delivery as described below. In the event of a failure to make payment in full upon Delivery, then a daily finance and storage fee as set forth in the SVI General Terms and Conditions of Sale will apply. Upon Delivery of the Equipment, all risk of loss shall pass to Buyer. Buyer agrees to provide adequate liability and physical damage insurance and to provide evidence of such coverage to SVI upon request. The Manufacturer's Statement of Origin (MSO) for the Equipment shall be provided to Buyer only upon receipt of payment of all amounts due SVI in connection with or arising out of the purchase and sale of the Equipment.

5. **Delivery:**

   a. Delivery will be made Ex Works (Incoterms 2020) at the SVI manufacturing facility in Fort Collins, Colorado.

   b. The estimated delivery time is **700** calendar days after receipt and approval of contract or purchase order, properly executed. (cab/chassis must be received within ONE HUNDRED EIGHTY (180) days or delivery may be delayed), and subject to the force majeure provisions of SVI's General Terms and Conditions of Sale.

   SUPER VACUUM MANUFACTURING CO, INC. shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, pandemics, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

   This delivery estimate is based on the SVI receiving complete and accurate information and paperwork from the Buyer and that no changes take place during pre-construction, mid-inspection, or final inspections. Any changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required.

6. **Cancellation:** If the contract is terminated by Buyer at any time prior to Delivery, then Buyer agrees to pay SVI and Representative for the Products provided (if any) and the work completed as of the date of termination.

7. **Optional Pre-Payments:**

   a. **Progress Payment:** Buyer may elect a progress payment for each unit ordered payable within approximately 8 months of order acceptance date or within 30 days prior to arrival of the chassis. The exact date payment is due will be determined at the pre-construction meeting.

| | |
|---|---|
| **Pre-Payment Amount:** | $147,258 |
| **Discount Amount:** | ($10,400) |
| **Total Contract Amount After Discount:** | **$842,347** |

_____ Initial to indicate that a progress payment will be made.

SVI Trucks | 3842 Redman Drive | Fort Collins, CO 80524 | svitrucks.com | 1-888-784-1112

b. **50 % Pre-Payment:** Buyer may elect a 50 % pre-payment for each unit ordered payable within 14 days of order acceptance date.

| | |
|---|---|
| **Pre-Payment Amount:** | $407,349 |
| **Discount Amount:** | ($38,048) |
| **Total Contract Amount After Discount:** | **$814,699** |

_____ Initial to indicate that a 50 % pre-payment will be made.

c. **90 % Pre-Payment:** Buyer may elect a 90 % pre-payment for each unit ordered payable within 14 days of order acceptance date.

| | |
|---|---|
| **Pre-Payment Amount:** | $707,646 |
| **Discount Amount:** | ($66,473) |
| **Total Contract Amount After Discount:** | **$786,274** |

_____ Initial to indicate that a 90 % pre-payment will be made.

c. **100 % Pre-Payment:** Buyer may elect a 100 % pre-payment for each unit ordered payable within 14 days of order acceptance date.

| | |
|---|---|
| **Pre-Payment Amount:** | $779,168 |
| **Discount Amount:** | ($73,579) |
| **Total Contract Amount After Discount:** | **$779,168** |

_____ Initial to indicate that a 100 % pre-payment will be made.

8. **PERFORMANCE BOND**

A 100% performance bond in the amount equivalent to the total amount of its bid including any additional options that may have been given.

The performance bond shall be provided within two (2) weeks after notice of award. The terms of the performance bond shall continue one (1) year after completion and delivery of the apparatus. The balance of any warranty, if greater than 12 months, shall continue to be guaranteed solely by Contractor.

**SELLER:** SVI Trucks
3842 Redman Drive
Ft Collins, CO 80524

BY: (Printed) DWAYNE WOODARD

Signature: [signature]

TITLE: REGIONAL SALES MANAGER

DATE: 5-8-25

**Buyer:** Lexington -Fayette Urban County Government Linda Gorton, Mayor
219 E Third Street
Lexington, KY 40508

BY: (Printed) Linda Gorton Linda Gorton

Signature: Linda Gorton

TITLE: Mayor

DATE: 6/2/2025

# Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

## Master

**File Number: 0482-25**

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 0482-25 | **Type:** | Resolution | **Status:** | Approved |
| **Version:** | 1 | **Contract #:** | 140-2025 | **In Control:** | Urban County Council |
| | | | | **File Created:** | 05/07/2025 |
| **File Name:** | Seagrave Rural PumperAgreement | | | **Final Action:** | 05/29/2025 |

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Seagrave Fire Apparatus, LLC., for purchase of a new rural-specific pumper apparatus at a cost not to exceed $1,213,010. [Div. of Fire and Emergency Services, Wells]

**Notes:** SAF in CCO. copy given back to Rita. 6.2.25 AA

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | 05/29/2025 |
| **Attachments:** | Seagrave Agreement blue sheet memo_05072025, Seagrave Rural Pumper Agreement_May 2025, 482-25 seagrave 4929-5694-5985 v.1.doc, R-237-2025, Contract #140-2025 | **Enactment Number:** | R-237-2025 |
| **Deed #:** | | **Hearing Date:** | |
| **Drafter:** | Tammy James | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | Urban County Council Work Session | 05/13/2025 | Approved and Referred to Docket | Urban County Council | 05/29/2025 | | Pass |
| 1 | Urban County Council | 05/29/2025 | Received First Reading | Urban County Council | 05/29/2025 | | |
| 1 | Urban County Council | 05/29/2025 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 05/29/2025 | Approved | | | | Pass |

### Text of Legislative File 0482-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Seagrave Fire Apparatus, LLC., for purchase of a new rural-specific pumper apparatus at a cost not to exceed $1,213,010. [Div. of Fire and Emergency Services, Wells]

**Summary**

Authorization to enter into an Agreement with Seagrave Fire Apparatus, LLC for the purchase of 1 new rural-specific pumper apparatus, a specialized truck designed for use in rural areas, at the cost of $1,213,010.00. Seagrave is on the HGAC cooperative Agreement. Funds are Budgeted. (L0482-25)(Wells/Armstrong)

Budgetary Implications: Yes
Advance Document Review:
**Law**: Yes, M. Sanner
**Risk Management**: No
Fully Budgeted: Yes
Account Number: 1105 505707 5713 96957
This Fiscal Year Impact: $ $1,213,010.00
Annual Impact: N/A
Project: FIRE_TRUCK_2025
Activity: Vehicle
Budget Reference: 2025
Current Balance: $2,441,457.96

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: May 7, 2025

SUBJECT: Seagrave Agreement

---

The Division of Fire and Emergency Services request authorization to enter into a contract agreement with Seagrave Fire Apparatus, LLC for the purchase of 1 new rural-specific pumper apparatus at the cost of $1,213,010.00. Seagrave is on the HGAC cooperative agreement.

Why are you requesting? To replace an aging and high-milage pumper. A rural pumper fire truck is a specialized fire truck designed for use in rural areas. These trucks are equipped with a water pump, a water tank, and other necessary firefighting equipment to respond to fires in areas with limited access to public water sources like fire hydrants.

Department needs this action completed because: The unit scheduled for replacement will then be assigned to the division's reserve fleet, refurbished, or replaced with older units currently in the reserve fleet.
What is the cost in this budget year and future budget years?

The cost for this FY is: $1,213,010.00

The cost for future FY is: N/A

Are the funds budgeted? yes

File Number:

If a contract, please indicate the cancelation clause

Circumstances under which the contract between Lexington-Fayette Urban County Government, Lexington, Kentucky and Seagrave Fire Apparatus, LLC ("Contract") may be terminated. The following language reflects our position on the issue of contract termination. 1. For cause: a. Breach of Contract, which would include, but is not limited to the following occurrences: i. One party fails to fulfill their obligations under the terms of the Contract and, after receiving notice, is unable to remediate the situation in a reasonable amount of time. ii. The actions of one party cause the other party to be unable to perform their obligations under the terms of the Contract. b. Termination for Impossibility of Performance if it is deemed impossible for a party to perform the required obligations of the Contract. 2. By Mutual Agreement between the parties to terminate the Contract.

Director/Commissioner: Wells/Armstrong

## ***CONTRACT***

**THIS AGREEMENT**; made by and between **Seagrave Fire Apparatus**, **LLC** of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **Lexington-Fayette Urban County Government, Lexington, KY**, by its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish **one (1) unit of Seagrave Capitol Pumper,** hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.

2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the Apparatus and Equipment. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.

3. **The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within 1,500 calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. Any resulting change orders will result in an adjusted delivery date as determined by Seller. Liquidated damages in the amount of $500.00 per day shall go into effect on the 1,501st day or such amended delivery date provided, however, the order is fully specified, accurate and completely defined, along with the receipt of the approved update and PE drawing signed by the Purchaser at time of order. Delays due to change orders, strikes, failures to obtain materials, discontinuances of specified parts, delivery delays on major components caused by suppliers, or other causes beyond Seller's control will be just cause for delay in delivery and will delay the effective date for liquidated damages to go into effect as communicated by Seller. The completed Apparatus and Equipment shall be delivered to the Purchaser at:**

**Lexington Fire Department**
**219 East Third Street**
**Lexington, KY 40508**

4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.

5. The Purchaser purchases and agrees to pay for the Apparatus and Equipment, the sum of **One Million, Four Hundred Seven Thousand, Nine Hundred Forty-Eight Dollars ($1,407,948.00),** state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **This price includes a 100% Performance Bond. Payment shall be made in full at time of order, reducing the purchase price by $194,938.00. The net price to be paid after the Pre-Payment discount shall be $1,213,010.00.** If payment is not made at the time of the order, the discount will be adjusted accordingly. Any balance due shall be paid, along with all approved modifications required by the Purchaser, at time of final delivery and acceptance on the completed unit.

   5.1 This bid price does not include the impact of tariffs on imported goods implemented since January 01, 2025, as the application or impact of such tariffs is not currently clear. Seagrave reserves the right to

change the price in accordance with contract terms in reference to tariffs implemented by the Federal Government.

5.2 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be mailed directly to:

***Seagrave Fire Apparatus, LLC***
***7285 Solutions Center***
***Chicago, IL 60677-7002***

5.3 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.4 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.

7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession.

8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.

9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to principles or conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to the Agreement shall be in the Federal courts sitting in Fayette County, Kentucky. Each party hereby consents to the personal jurisdiction of such courts.

10. Except for damages, claims or losses due to Seagrave's acts of gross negligence, Purchaser of user, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser or user, or for damage to property arising from Purchaser or user using and possessing the Apparatus or from the acts or omissions of any person or persons, including Purchaser or user, using or possessing the Apparatus with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to purchaser.

11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.

12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

**IN WITNESS WHEREOF**, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this _____day of _____ 20___.

***LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, LEXINGTON, KY ("Purchaser")***

By _____
Please print name here

By _____
Please sign name here

Title _____
Purchaser

By _____
Please print name here

By _____
Please sign name here

Title _____
Purchaser

***SEAGRAVE FIRE APPARATUS, LLC ("Seller")***

By _____
**Ulisses D. Parmeziani**

Title: **President and Chief Executive Officer**
Seller

Date of Acceptance: _____

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SEAGRAVE FIRE APPARATUS, LLC., FOR PURCHASE OF A NEW RURAL-SPECIFIC PUMPER APPARATUS AT A COST NOT TO EXCEED $1,213,010.00.

_____
_

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 Seagrave Fire Apparatus, LLC., for purchase of a new rural-specific pumper apparatus.

Section 2 - That an amount, not to exceed the sum of $1,213,010.00, be and hereby is approved for payment to Seagrave Fire Apparatus, LLC., from account #1105-505707-96957.

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
482-25:MRS: 4929-5694-5985, v. 1

RESOLUTION NO. 237-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SEAGRAVE FIRE APPARATUS, LLC., FOR PURCHASE OF A NEW RURAL-SPECIFIC PUMPER APPARATUS AT A COST NOT TO EXCEED $1,213,010.00.

---

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 Seagrave Fire Apparatus, LLC., for purchase of a new rural-specific pumper apparatus.

Section 2 - That an amount, not to exceed the sum of $1,213,010.00, be and hereby is approved for payment to Seagrave Fire Apparatus, LLC., from account #1105-505707-96957.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

482-25:MRS: 4929-5694-5985, v. 1

# ***CONTRACT***

**THIS AGREEMENT**; made by and between **Seagrave Fire Apparatus, LLC** of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **Lexington-Fayette Urban County Government, Lexington, KY**, by its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish **one (1) unit of Seagrave Capitol Pumper,** hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.

2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the Apparatus and Equipment. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.

3. **The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within 1,500 calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. Any resulting change orders will result in an adjusted delivery date as determined by Seller. Liquidated damages in the amount of $500.00 per day shall go into effect on the 1,501st day or such amended delivery date provided, however, the order is fully specified, accurate and completely defined, along with the receipt of the approved update and PE drawing signed by the Purchaser at time of order. Delays due to change orders, strikes, failures to obtain materials, discontinuances of specified parts, delivery delays on major components caused by suppliers, or other causes beyond Seller's control will be just cause for delay in delivery and will delay the effective date for liquidated damages to go into effect as communicated by Seller. The completed Apparatus and Equipment shall be delivered to the Purchaser at:**

**Lexington Fire Department**
**219 East Third Street**
**Lexington, KY 40508**

4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.

5. The Purchaser purchases and agrees to pay for the Apparatus and Equipment, the sum of **One Million, Four Hundred Seven Thousand, Nine Hundred Forty-Eight Dollars ($1,407,948.00),** state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **This price includes a 100% Performance Bond. Payment shall be made in full at time of order, reducing the purchase price by $194,938.00. The net price to be paid after the Pre-Payment discount shall be $1,213,010.00.** If payment is not made at the time of the order, the discount will be adjusted accordingly. Any balance due shall be paid, along with all approved modifications required by the Purchaser, at time of final delivery and acceptance on the completed unit.

   5.1 This bid price does not include the impact of tariffs on imported goods implemented since January 01, 2025, as the application or impact of such tariffs is not currently clear. Seagrave reserves the right to

change the price in accordance with contract terms in reference to tariffs implemented by the Federal Government.

5.2 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be mailed directly to:

***Seagrave Fire Apparatus, LLC***
***7285 Solutions Center***
***Chicago, IL 60677-7002***

5.3 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.4 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.

7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession.

8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.

9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to principles or conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to the Agreement shall be in the Federal courts sitting in Fayette County, Kentucky. Each party hereby consents to the personal jurisdiction of such courts.

10. Except for damages, claims or losses due to Seagrave's acts of gross negligence, Purchaser of user, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser or user, or for damage to property arising from Purchaser or user using and possessing the Apparatus or from the acts or omissions of any person or persons, including Purchaser or user, using or possessing the Apparatus with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to purchaser.

11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.

12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

**IN WITNESS WHEREOF**, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this 2nd day of June 20 25.

***LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, LEXINGTON, KY ("Purchaser")***

By Linda Gorton
Please print name here

By Linda Gorton
Please sign name here

Title Mayor
Purchaser

By _____
Please print name here

By _____
Please sign name here

Title _____
Purchaser

***SEAGRAVE FIRE APPARATUS, LLC ("Seller")***

By _____
**Ulisses D. Parmeziani**

Title: **President and Chief Executive Officer**
Seller

Date of Acceptance: _____