

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, August 27, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

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

[0842-24](#)

Table of Motions: Council Work Session, August 20, 2024

Attachments: [TOM 08.20.24](#)

- 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**

[0840-24](#)

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Green Acres, Hollow Creek and Breckenridge Neighborhood Association, LLC (\$500); Frederick Douglass Football Boosters Incorporated (\$1,000); the Heroes Among Us Foundation Incorporated (\$1,000); 16th District PTA c/o Liberty Elementary School (\$1,375); Ashland Neighborhood Association, Inc. (\$1,000); Louisiana Avenue Neighborhood Association, Inc. (\$553); Junior League of Lexington (\$300); WWBoosters Club Ltd (\$1,000); Community Action Council Development Corporation (\$1,000); Arbor Youth Services, Inc. (\$250); Garden Meadows Homeowners Association, Inc. (\$500); Brain Injury Alliance of Central Ky. Corp. (\$1,000); Hill-n-Dale Neighborhood Association, Inc. (\$700); the Southland Association, Inc. (\$4,550); Moondance Foundation, Inc. (\$2,100); Colors of Promise Lexington Ky Inc (\$600); Lexington African-American Sports Hall of Fame Incorporated (\$1,200); America in Bloom Lexington Inc. (\$1,400); Community Inspired Lexington Inc. (\$2,300); Neighbors Immigration Clinic, Inc. (\$2,600); Project

Bodybag Limited Liability Co. (\$600); Speigle Heights Neighborhood Association Inc. (\$1,500); Dept. of Social Services - Green Dot (\$2,000) for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: [NDF List 5.28.24](#)
[RESO 0840-24 NDF List 8-27-24 4855-0121-1613 v.1.docx](#)
[R-440-2024](#)
[Contract #231-2024 - Heroes Among Us](#)
[Contract #231-2024 -America in Bloom](#)
[Contract #231-2024 - Moondance](#)
[Contract #231-2024 -WW Boosters Club](#)
[Contract #231-2024 Community Action Council](#)
[Contract #231-2024 -Southland Association](#)
[Contract #231-2024- Garden Meadows](#)

0843-24

An Ordinance amending and restating Ordinance No. 50-2016 pertaining to the Contingency Designation Fund and Policy, to increase the amount of the required monthly deposit to \$75,000 and to include a potential additional annual deposit in the event a fund balance exists. [Council Office, Hall]

Attachments: [6-25-24 Meeting Summary](#)
[Draft Committee Report Out - Ordinance Economic Contingency Fund 4888](#)
[843-24 - Ordinance Economic Contingency Fund 4888-4533-7544 v.5.doc](#)
[O-099-2024](#)

0844-24

Presentation: Ag-Tech, Erica Rogers, Office of Chief Development Officer

Attachments: [AgTech Work Session Presentation](#)

0845-24

The New Senior Therapeutic Center, Kristi Stambaugh, Department of Social Services, et al.

Attachments: [8.27.24 New STC - DRAFT Council Worksession.pptx](#)

XI. Council Reports**XII. Public Comment - Issues Not on Agenda****XIII. Adjournment**

Administrative Synopsis - New Business Items

- a **0765-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Dept. of Education/Div. of School and Community Nutrition seeking \$79,000 in Federal funds for participation in the United States Dept. of Agriculture's Child Care Food Program, for provision of breakfast, lunch, and supplements to children at the Family Care Center in FY 2025, and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]
- Attachments:* [25 - Bluesheet Memo CACFP](#)
[RESO 0765-24 \(Child Care Food Program\) 4877-8656-9691 v.1.docx](#)
[R-442-2024](#)
- b **0789-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a multi-year Agreement with Accelecom, Inc., to provide a redundant fiber Internet connection for the Public Safety Operations Center, at a cost not to exceed \$9,648 in FY 2025, with future renewals subject to the appropriation of sufficient funds; and authorizing the Chief Information Officer, or her designee, on behalf of the Urban County Government, to execute any necessary documents related to the procurement. [Div. of Computer Services, Stewart]
- Attachments:* [Legistar Memo Accelecom Updated](#)
[RESO 0789-24 \(Accelecom Agreement\) 4887-9187-7853 v.1.docx](#)
[R-443-2024](#)
[Contract #380-2024](#)
- c **0790-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a multi-year Agreement with Earthlink, Inc., to provide a redundant Internet connection for the Government Center, at a cost not to exceed \$11,700 in FY 2025, with future renewals subject to the appropriation of sufficient funds; and authorizing the Chief Information Officer, or her designee, on behalf of the Urban County Government, to execute any necessary documents related to the procurement. [Div. of Computer Services, Stewart]

Attachments: [Legistar Memo Earthlink](#)
[RESO 0790-24 \(Earthlink, Inc. Agreement\) 4871-7549-7949 v.1.docx](#)
[R-444-2024](#)
[Contract #381-2024](#)

- d** **0791-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Services Agreement with Prime AE, pursuant to RFP No. 36-2024, for post-construction bike and pedestrian user counts and reporting services for the Town Branch Commons Corridor, at a cost not to exceed \$69,400. [Mayor's Office, Peacher]
- Attachments:** [BSMemo Prime AE PSA 8.2024](#)
[RESO 0791-24 Prime AE Agreement 4860-4425-8779 v.1.docx](#)
[R-445-2024](#)
[Contract #241-2024](#)
- e** **0792-24** A Resolution approving the Fayette County Sheriff's Settlement - 2023 Property Taxes, for taxes collected as of April 15, 2024, and granting the Sheriff a Quietus. [Dept. of Finance, Hensley]
- Attachments:** [Memo Sheriff's 2023 Prop Tax Settlement & Quietus](#)
[0792-24- 2023 Sheriff Quietus 4855-2215-5485 v.1.docx](#)
[R-446-2024](#)
- f** **0794-24** A Resolution authorizing the Div. of Waste Management to purchase electronic vehicle inspection reporting software and other services from Zonar Systems, LLC., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Zonar Systems, LLC, related to the procurement at a cost not to exceed \$82,625. [Div. of Waste Management, Howard]
- Attachments:** [Zonar memo for bluesheet 82650](#)
[794-24 zonar 4879-3420-7965 v.1.docx](#)
[R-447-2024](#)
- g** **0795-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement and related Lease Agreement, with Lexington-Fayette Animal Care and Control, LLC, for animal control services, at a cost not to exceed \$2,046,000. [Dept. of Public Safety, Armstrong]
- Attachments:** [Blue Sheet Memo FY'25](#)
[Reso 0795-24 LFACC Contract Renewal 4863-8168-6490 v.1.docx](#)
[R-448-2024](#)
[Contract #270-2024](#)

- h** **0796-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Greater Lex, Inc., to provide \$322,000 in funding to Greater Lex, Inc. for the Regional Economic Development Collective. [Mayor's Office, Atkins]
- Attachments:** [Blue Sheet Greater LEX Funding FY2025](#)
 [Greater Lex Exhibits](#)
 [Greater Lexington Regional Economic Development Plan FY2025 Exhibit A](#)
 [RESO 0796-24 Greater Lex FY25 4859-5236-5277 v.1.docx](#)
 [R-449-2024](#)
 [Contract #242-2024](#)
- i** **0808-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with Hope Center, Inc. for the operation of Progressive Street Outreach Services, at a cost not to exceed \$316,640 for FY2025. [Office of Homelessness Prevention and Intervention, Herron]
- Attachments:** [24-Blue Sheet Memo-OHPI HOPE CENTER SO](#)
 [RESO 0808-24 Hope Center Renewal PSA 4890-8034-5563 v.1.docx](#)
 [R-450-2024](#)
 [Contract #248-2024](#)
- j** **0809-24** A Resolution authorizing and directing the Div. of Traffic Engineering to install one (1) speed table on Don Anna Dr. between Lima Dr. and De Porres Ave, at a cost not to exceed \$5,000. [Div. of Traffic Engineering, Neal]
- Attachments:** [Blue Sheet Memo Don Anna Speed Table.pdf](#)
 [R-451-2024](#)
- k** **0810-24** A Resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to accept a \$9,150 Grant on behalf of the Greenspace Trust from the American Water Charitable Foundation Grant Program, for the Div. of Grants and Special Programs, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Environmental Services, Carey]
- Attachments:** [25-Blue Sheet Memo Greenspace Award](#)
 [KAWC-EnvironmentalFoundation-ExhibitsV02](#)
 [R-452-2024](#)
- l** **0811-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a modification to the

Agreement with the Ky. Div. of Water, 2023 Section 319(h) Grant Program for Wolf Run to add language regarding the Build America Buy America Act requirements. [Div. of Environmental Services, Carey]

Attachments: [25 - Bluesheet Memo 319\(h\) Grant Modification](#)
[RESO 0811-24 Wolf Run Grant Modification 4855-4946-3259 v.1.docx](#)
[R-453-2024](#)
[Contract #251-2024](#)

m **0812-24**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept Federal funds from the Ky. Transportation Cabinet's Office of Highway Safety, which Grant funds are in the amount of \$251,030, for the Traffic Safety Program for FY 2025, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

Attachments: [25-Bluesheet Memo Traffic Safety Award](#)
[RESO 0812-24 \(Trans Cabinet Traffic Safety Program\) 4867-5293-5387 v.1.d](#)
[R-454-2024](#)

n **0813-24**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a Grant from the United States Dept. of Health and Human Services, which Grant funds are in the amount of \$499,997 in Federal funds, under the First Responders - Comprehensive Addiction and Recovery Support Services Act Grant, to support the Year 3 Continuation of the Expanded First Responders and Community Partners Overdose Prevention Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Dept. of Social Services, Allen-Bryant]

Attachments: [25-Bluesheet Memo SAMHSA Year 3 Continuation](#)
[RESO 0813-24 \(SAMHSA FY2022 First Responders Grant\) 4880-4563-3243](#)
[R-438-2024](#)

o **0818-24**

Authorization to proceed with the annual Urban Service Changes Process for 2024 in accordance with the proposed schedule. The public hearing will be on November 12, 2024, at 3:00 p.m., during Council Work Session. No budgetary impact. (L0818-24) (Albright)

Attachments: [USC 2024 - Bluesheet Memo](#)
[USC 2024 - Schedule](#)

- p** **0822-24** An Ordinance amending the Civil Service authorized strength by abolishing one (1) vacant unclassified position of Social Services Worker, Grade 516E, in the Div. of Youth Services, effective upon passage of Council. [Div. of Human Resources, George]
- Attachments:* [Bluesheets 25-0011](#)
 [ORD 0822-24 Abolish Social Services Worker - Youth Services 4875-5110-9C](#)
 [O-097-2024](#)
- q** **0823-24** An Ordinance amending the Classified Civil Service authorized strength by abolishing one (1) classified position of Equipment Operator Senior, Grade 515N, creating one (1) classified position of Sewer Line Maintenance Field Technician Senior, Grade 516N, abolishing one (1) classified position of Public Service Worker Senior, Grade 510N, and amending the Unclassified Civil Service authorized strength by creating one (1) unclassified position of Sewer Line Maintenance Technician Apprentice II, Grade 512N, all in the Div. of Water Quality, effective upon passage of Council. [Div. of Human Resources, George]
- Attachments:* [25-0008 Bluesheet Memo](#)
 [ORD 0823-24 Abolish Create Water Quality 4881-7798-9338 v.1.docx](#)
 [O-098-2024](#)
- r** **0825-24** A Resolution authorizing the Div. of Environmental Services to purchase a multi-year subscription to the Climateos Platform from ClimateView, a sole source provider, to aid in the creation of a Comprehensive Climate Action Plan, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with ClimateView, at a cost not to exceed \$36,100 in FY 2025. [Div. of Environmental Services, Carey]
- Attachments:* [25- Blue Sheet Memo ClimateView](#)
 [0825-24- ClimateView sole source 4876-0954-2877 v.1.docx](#)
 [R-439-2024](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0842-24

File ID: 0842-24

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/22/2024

File Name: Table of Motions: Council Work Session, August 20,
2024

Final Action: 08/27/2024

Title: Table of Motions: Council Work Session, August 20, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 08.20.24

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved				Pass

Text of Legislative File 0842-24

Title

Table of Motions: Council Work Session, August 20, 2024

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
August 20, 2024**

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

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

Motion by Ellinger to approve the Thursday, August 22, 2024 Council Meeting docket. Seconded by Sheehan. Motion passed without dissent (as amended).

Motion by F. Brown to place on the Thursday, August 22, 2024 Council Meeting docket without a public hearing, An Ordinance modifying a Conditional Zoning Restriction to increase allowable square footage from 60,000 to 80,000 square feet for 5.124 net (5.510 gross) acres, for property located at 3743 Red River Dr. Seconded by Ellinger. Motion passed without dissent.

Motion by LeGris to place on the Thursday, August 22, 2024 Council Meeting docket without a public hearing, An Ordinance changing the zone from a Neighborhood Business (B-1) Zone to a Medium-Density Residential (R-4) Zone, for .31 net (0.52 gross) acres, for property located at 226, 228, and 232 W. Maxwell Street. Seconded by Wu. Motion passed without dissent.

- III. Approval of Summary

Motion by Wu to approve the July 9, 2024 Work Session Summary. Seconded by Plomin. Motion passed without dissent.

- IV. Budget Amendments

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

- V. New Business

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

Motion by Fred Brown to separate item ii. Seconded by Chuck Ellinger. Motion failed 6 – 8 (Yes: Ellinger, Lynch, Sheehan, F. Brown, Baxter, Plomin; No: Wu, J. Brown, Fogle, LeGris, Gray, Worley, Sevigny, Reynolds)

- VI. Communications from the Mayor- Appointments
Motion by Reynolds to approve Communications from the Mayor - Appointments. Seconded by Fogle. Motion passed without dissent
- VII. Communications from the Mayor- Donations
Motion by Plomin to approve Communications from the Mayor - Donations. Seconded by Sheehan. Motion passed without dissent
- VIII. Communications from the Mayor- Procurements
Motion by Wu to approve Communications from the Mayor - Procurements. Seconded by Gray. Motion passed without dissent
- IX. Continuing Business/Presentations

Motion by Fogle to approve Council Capital Projects, August 20, 2024. Seconded by Reynolds. Motion passed without dissent.

Chair Sheehan provided a report-out summary of the June 18, 2024 Environmental Quality & Public Works Committee meeting. There were no motions to report from the meeting.

Chair Sheehan provided a partial report-out summary of the August 20, 2024 Environmental Quality & Public Works Committee meeting.

Motion Sheehan to approve proposed resolution approving “Empower Lexington: a plan for a resilient community,” a community-wide sustainability plan designed to reduce greenhouse gas emissions and energy use in Lexington-Fayette County, and further supporting community efforts in furtherance of its implementation. Seconded by LeGris. Motion passed without dissent.

Motion by J. Brown to set the General Services Fund ad valorem real property tax rate at Option 1. Seconded by Ellinger. Motion passed with a 13 - 1 (Yes: Wu, J. Brown, Ellinger, Fogle, Lynch, LeGris, Sheehan, Gray, Worley, Baxter, Sevigny, Reynolds, Plomin; No: F. Brown).

Motion by J. Brown to set the General Services Fund ad valorem personal property tax rate including public service companies, noncommercial aircraft and noncommercial watercraft at Option 1. Seconded by Plomin. Motion passed without dissent.

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

Motion by J. Brown to set the Urban Services Fund – Refuse Collection ad valorem real property tax rate at Option 1. Seconded by Baxter. Motion passed with a 13 - 1 vote (Yes: Wu, J. Brown, Ellinger, Fogle, Lynch, LeGris, Sheehan, Gray, Worley, Baxter, Sevigny, Reynolds, Plomin; No: F. Brown).

Motion by J. Brown to set the Urban Services Fund – Street Lights ad valorem real property tax rate at Option 1. Seconded by Reynolds. Motion passed without dissent.

Motion by J. Brown to Approve to set the Urban Services Fund – Street Cleaning ad valorem real property tax rate at Option 1. Seconded by Plomin. Motion passed without dissent.

Motion by J. Brown to set the Urban Services Fund – Public Service Companies ad valorem tax rate at Option 1 (the combined amount of the 3 urban service rates) and Insurance Co. Capital at .0920, the same rate as the prior fiscal year. Seconded by Fogle. Motion passed without dissent.

Motion by J. Brown to place on the docket for the Thursday, August 22, 2024 Council meeting an ordinance pertaining to all of the tax rates for general services and urban services as provided in the respective amounts from the above motions, and levying them at these rates on each \$100 of assessed valuation. Seconded by Plomin. Motion passed without dissent.

Motion by J. Brown to set the public health ad valorem real property tax rate at 0.0243 and the public health ad valorem personal property tax rate at 0.0243, and to place an ordinance on the docket for the Thursday, August 22, 2024 Council meeting levying the taxes at these rates on each \$100 of assessed valuation. Seconded by Reynolds. Motion passed without dissent.

Motion by J. Brown to set the soil and water conservation district ad valorem real property tax rate at 0.001, and to place an ordinance on the docket for the Thursday, August 22, 2024 Council meeting levying the tax at this rate on each \$100 of assessed valuation. Seconded by LeGris. Motion passed without dissent.

Motion by J. Brown to schedule a public hearing on ad valorem tax rates for the Special meeting of the Urban County Council scheduled on September 3, 2024 at 1 p.m. Seconded by Wu. Motion passed without dissent.

X. Council Reports

Motion by Reynolds to refer to EQPW Committee: the coordination of ongoing maintenance for plans that include infrastructure, beautification, and planting projects. Seconded by Baxter. Motion passed without dissent.

Motion by Sheehan to refer to EQPW Committee: Neighborhood Traffic Management Program. Seconded by Reynolds. Motion passed without dissent.

A motion by Sheehan to refer to EQPW Committee: Traffic Calming with Public Art and Quick Installations. Seconded by Wu. Motion passed without dissent.

Motion by Lynch to refer to SSPS Committee: Villages Model Initiative for Lexington. Seconded by Sevigny. Motion passed without dissent.

Motion by Gray to refer to GGP Committee: Absentee Landlords. Seconded by Wu. Motion passed without dissent.

Motion by Gray to refer to SSPS Committee: Youth Council. Seconded by Sevigny. Motion passed without dissent.

Motion by J. Brown to refer to BFED Committee: Digital Equity Plan. Seconded by Wu. Motion passed without dissent.

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

Motion by Sevigny to adjourn at 4:57pm. Seconded by Gray. Motion passed without dissent.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0840-24

File ID: 0840-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 231-2024

In Control: Urban County
Council

File Created: 08/22/2024

File Name: NDF List 8/27/24

Final Action: 08/29/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Green Acres, Hollow Creek and Breckenridge Neighborhood Association, LLC (\$500); Frederick Douglass Football Boosters Incorporated (\$1,000); the Heroes Among Us Foundation Incorporated (\$1,000); 16th District PTA c/o Liberty Elementary School (\$1,375); Ashland Neighborhood Association, Inc. (\$1,000); Louisiana Avenue Neighborhood Association, Inc. (\$553); Junior League of Lexington (\$300); WWBoosters Club Ltd (\$1,000); Community Action Council Development Corporation (\$1,000); Arbor Youth Services, Inc. (\$250); Garden Meadows Homeowners Association, Inc. (\$500); Brain Injury Alliance of Central Ky. Corp. (\$1,000); Hill-n-Dale Neighborhood Association, Inc. (\$700); the Southland Association, Inc. (\$4,550); Moondance Foundation, Inc. (\$2,100); Colors of Promise Lexington Ky Inc (\$600); Lexington African-American Sports Hall of Fame Incorporated (\$1,200); America in Bloom Lexington Inc. (\$1,400); Community Inspired Lexington Inc. (\$2,300); Neighbors Immigration Clinic, Inc. (\$2,600); Project Bodybag Limited Liability Co. (\$600); Speigle Heights Neighborhood Association Inc. (\$1,500); Dept. of Social Services - Green Dot (\$2,000) for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: Neighbors Immigration Clinic, Inc.
Louisiana Avenue Neighborhood Association, Inc.
Frederick Douglass Football Boosters Incorporated
Junior League of Lexington
Arbor Youth Services, Inc.
Speigle Heights Neighborhood Association
Ashland Neighborhood Association
16th District PTA c/o Liberty Elementary School
Hill-n-Dale Neighborhood Association,
Brain Injury Alliance of Central Ky. Corp.
Lexington African-American Sports Hall of Fame Incorporated
Community Inspired Lexington Inc
WWBoosters Club Ltd
Project Bodybag Limited Liability Co
America in Bloom Lexington
Moondance Foundation, Inc

Heroes Among Us Foundation
Southland Association

Garden Meadows stamped and filed in the CCO.

Green Acres stamped and filed in the CCO 11/15/2024. MS

Sponsors:

Enactment Date: 08/29/2024

Attachments: NDF List 5.28.24, RESO 0840-24 NDF List 8-27-24
4855-0121-1613 v.1.docx, R-440-2024, Contract
#231-2024 - Heroes Among Us, Contract #231-2024
-America in Bloom, Contract #231-2024 -
Moondance, Contract #231-2024 -WW Boosters
Club, Contract #231-2024 Community Action
Council, Contract #231-2024 -Southland Association,
Contract #231-2024- Garden Meadows

Enactment Number: R-440-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Amended				Pass
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	08/29/2024		
1	Urban County Council	08/29/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	08/29/2024	Approved				Pass

Text of Legislative File 0840-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Green Acres, Hollow Creek and Breckenridge Neighborhood Association, LLC (\$500); Frederick Douglass Football Boosters Incorporated (\$1,000); the Heroes Among Us Foundation Incorporated (\$1,000); 16th District PTA c/o Liberty Elementary School (\$1,375); Ashland Neighborhood Association, Inc. (\$1,000); Louisiana Avenue Neighborhood Association, Inc. (\$553); Junior League of Lexington (\$300); WWBoosters Club Ltd (\$1,000); Community Action Council Development Corporation (\$1,000); Arbor Youth Services, Inc. (\$250); Garden Meadows Homeowners Association, Inc. (\$500); Brain Injury Alliance of Central Ky. Corp. (\$1,000); Hill-n-Dale Neighborhood Association, Inc. (\$700); the Southland Association, Inc. (\$4,550); Moondance Foundation, Inc. (\$2,100); Colors of Promise Lexington Ky Inc (\$600); Lexington African-American Sports Hall of Fame

Incorporated (\$1,200); America in Bloom Lexington Inc. (\$1,400); Community Inspired Lexington Inc. (\$2,300); Neighbors Immigration Clinic, Inc. (\$2,600); Project Bodybag Limited Liability Co. (\$600); Speigle Heights Neighborhood Association Inc. (\$1,500); Dept. of Social Services - Green Dot (\$2,000) for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

..Summary

Organization:

Green Acres - Hollow Creek - Breckinridge Neighborhood Association
Ron Berry
1582 Grant Place
Lexington, KY 40511

Purpose:

Food, supplies, games, and awards for community-wide celebration for the annual neighborhood association day

Amount:

\$ 500.00

Organization:

Frederick Douglass Football Boosters
Heather Johnson
PO Box 1545
Lexington, KY 40588

Purpose:

For purchasing footballs for the 2024 season

Amount:

\$ 1,000.00

Organization:

The Heroes Among Us Foundation
Brandy Ashford
2041 Creative Drive
Lexington, KY 40555

Purpose:

For the inaugural Martin Ashford Day event venue and logistics, marketing and promotion, t-shirts for supporters, and entertainment

Amount:

\$ 1,000.00

Organization:

Liberty Elementary School PTA
Karen Saltzman
2585 Liberty Rd.
Lexington, KY 40509

Purpose:

For purchasing a picnic table for students with disabilities at the science garden and for purchase of sensory walk decals

Amount:

\$ 1,375.00

Organization:

Ashland Neighborhood Association
Jeffrey Tuttle
232 Sycamore Rd.
Lexington, KY 40502

Purpose:

For financial support of the neighborhood's 2024 Fourth of July celebration which incurred costs of approximately \$3500 for table and equipment rentals, live band, food truck minimums, food and supplies and port-o-potty rentals

Amount:

\$ 1,000.00

Organization:

Louisiana Ave. Neighborhood Association Inc.
Tom Hagerman
135 Louisiana Ave.
Lexington, KY 40502

Purpose:

For replacement of 2 Louisiana Ave. neighborhood association signs that were destroyed by falling trees during the April 2, 2024 windstorm

Amount:

\$ 553.00

Organization:

Junior League of Lexington
Brooke Amadon
PO Box 687
Lexington, KY 40588

Purpose:

To purchase refreshments, paper products, and snacks for the Centennial Open House at the historic Bodley-Bullock House that will be a free event open to the community

Amount:

\$ 300.00

Organization:

Winburn Warriors Booster Club LLC
1146 Redwood Dr.
Lexington, KY 40511
Laura Ray Warren

Purpose:

To be used toward the purchase of new uniforms for the Winburn MS sports uniforms

Amount:

\$ 1,000.00

Organization:

Community Action Council
1169 Winburn Dr.
Lexington, KY 40511
Rosha Williams

Purpose:

To be used towards purchase of supplies needed for restarting the Winburn Community garden located at 1169 Winburn Dr.

Amount:

\$ 1,000.00

Organization:

Arbor Youth Services
PO Box 904
Lexington, KY 40508
Stephanie Spires

Purpose:

To assist with youth emergency shelter and street outreach Programs

Amount:

\$ 250.00

Organization:

Garden Meadows Homeowner's Association Inc.
Jaclyn Rader
PO Box 54486
Lexington, KY 40555

Purpose:

To support neighborhood activities for the fall 2024 neighborhood picnic

Amount:

\$ 500.00

Organization:

Brain Injury Alliance of Central KY
Ethan Mills
PO Box 11634
Lexington, KY 40576

Purpose:

To support the 2Nd annual run, walk and roll 5k event which will be held at Coldstream Park in September

Amount:

\$ 1,000.00

Organization:

Hill N Dale Neighborhood Association Inc.
Gail Lightner
279 Clearview Dr.
Lexington, KY 40503

Purpose:

For assistance in purchasing food, entertainment, and supplies for their annual fall festival

Amount:

\$ 700.00

Organization:

Southland Association Inc.
Melissa Gayheart
1072 Wellington Way
Lexington, KY 40513

Purpose:

To cover costs of security and Rd. closures for the annual Southland Street Fair

Amount:

\$ 4,550.00

Organization:

Moondance Foundation Inc.

Chris Woodall

1152 Monarch St.

Lexington, KY 40513

Purpose:

To cover costs associated with event planning, advertising, and entertainment for their annual fundraiser

Amount:

\$ 2,100.00

Organization:

Colors of Promise

Vanessa Webb-Brown

2901 Richmond Rd. Ste. 140-186

Lexington, KY 40509

Purpose:

For rental fee for the Lyric Theatre and Cultural Center for a breast cancer "Pink Out" event

Amount:

\$ 600.00

Organization:

Lexington African-American Sports Hall of Fame

Jennifer Jones

1588 Leestown Rd. Ste. 130-312

Lexington, KY 40511

Purpose:

To assist with expenses related to the induction ceremony and awards gala held on September 24 at the Central Bank Center

Amount:

\$ 1,200.00

Organization:

America in Bloom Lexington Inc.

435 Plymouth Dr.

Lexington, KY 40503

Judy Pelfrey

Purpose:

To help host a city-wide celebration breakfast as part of their mission to engage, educate, and encourage partnerships to further enhance Lexington's cultural, historical, and sustainable beauty

Amount:

\$ 1,400.00

Organization:

Community Inspired Lexington

348 East Main St.

Lexington, KY 40507
Rebecca Webb

Purpose:

To help community revitalization in the Cardinal Valley Community including design and creation of murals at the Oxford Circle shopping center

Amount:

\$ 2,300.00

Organization:

Neighbors Immigration Clinic
PO Box 1034
Lexington, KY 40588
Mizari Suarez

Purpose:

To help cover essential legal fees for clients seeking services

Amount:

\$ 2,600.00

Organization:

Project Bodybag
524 Acadia Way
Winchester, KY 40391
Damion Riley

Purpose:

For a kickoff of their mentoring Program for gun violence prevention and community work around Lexington

Amount:

\$ 600.00

Organization:

Speigle Heights Neighborhood Association
1149 Coolidge St.
Lexington, KY 40508
Kevin Cole

Purpose:

To help sponsor their annual neighborhood celebration, Speigle Hill Day

Amount:

\$ 1,500.00

Organization:

Department of Social Services - Green Dot
200 E. Main St.
Lexington, KY 40507
Dawn Runyon

Purpose:

To purchase 200 group tickets for the 3rd Annual Bystander Appreciation event at the Lexington Legends game on August 31

Amount:

\$ 2,000.00



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0840-24

**Neighborhood Development Funds
August 27, 2024
Work Session**

Amount	Recipient	Purpose
\$ 500.00	Green Acres - Hollow Creek - Breckinridge Neighborhood Association Ron Berry 1582 Grant Place Lexington, KY 40511	Food, supplies, games, and awards for community-wide celebration for the annual neighborhood association day
\$ 1,000.00	Frederick Douglass Football Boosters Heather Johnson PO Box 1545 Lexington, KY 40588	For purchasing footballs for the 2024 season
\$ 1,000.00	The Heroes Among Us Foundation Brandy Ashford 2041 Creative Drive Lexington, KY 40555	For the inaugural Martin Ashford Day event venue and logistics, marketing and promotion, t-shirts for supporters, and entertainment
\$ 1,375.00	Liberty Elementary School PTA Karen Saltzman 2585 Liberty Rd. Lexington, KY 40509	For purchasing a picnic table for students with disabilities at the science garden and for purchase of sensory walk decals
\$ 1,000.00	Ashland Neighborhood Association Jeffrey Tuttle 232 Sycamore Rd. Lexington, KY 40502	For financial support of the neighborhood's 2024 Fourth of July celebration which incurred costs of approximately \$3500 for table and equipment rentals, live band, food truck minimums, food and supplies
\$ 553.00	Louisiana Avenue Neighborhood Association Inc. Tom Hagerman 135 Louisiana Ave. Lexington, KY 40502	For replacement of 2 Louisiana Avenue neighborhood association signs that were destroyed by falling trees during the April 2, 2024 windstorm
\$ 300.00	Junior League of Lexington Brooke Amadon PO Box 687 Lexington, KY 40588	To purchase refreshments, paper products, and snacks for the Centennial Open House at the historic Bodley-Bullock House that will be a free event open to the
\$ 1,000.00	Winburn Warriors Booster Club LLC 1146 Redwood Dr. Lexington, KY 40511 Laura Ray Warren	To be used toward the purchase of new uniforms for the Winburn MS sports uniforms
\$ 1,000.00	Community Action Council 1169 Winburn Dr. Lexington, KY 40511 Rosha Williams	To be used towards purchase of supplies needed for restarting the Winburn Community garden located at 1169 Winburn Dr.
\$ 250.00	Arbor Youth Services PO Box 904 Lexington, KY 40508 Stephanie Spires	To assist with youth emergency shelter and street outreach programs

**Neighborhood Development Funds
August 27, 2024
Work Session**

Amount	Recipient	Purpose
\$ 500.00	Garden Meadows Homeowner's Association Inc. Jaclyn Rader PO Box 54486 Lexington, KY 40555	To support neighborhood activities for the fall 2024 neighborhood picnic
\$ 1,000.00	Brain Injury Alliance of Central KY Ethan Mills PO Box 11634 Lexington, KY 40576	To support the 2nd annual run, walk and roll 5k event which will be held at Coldstream Park in September
\$ 700.00	Hill N Dale Neighborhood Association Inc. Gail Lightner 279 Clearview Dr. Lexington, KY 40503	For assistance in purchasing food, entertainment, and supplies for their annual fall festival
\$ 4,550.00	Southland Association Inc. Melissa Gayheart 1072 Wellington Way Lexington, KY 40513	To cover costs of security and road closures for the annual Southland Street Fair
\$ 2,100.00	Moondance Foundation Inc. Chris Woodall 1152 Monarch St. Lexington, KY 40513	To cover costs associated with event planning, advertising, and entertainment for their annual fundraiser
\$ 600.00	Colors of Promise Vanessa Webb-Brown 2901 Richmond Rd. Ste. 140-186 Lexington, KY 40509	For rental fee for the Lyric Theatre and Cultural Center for a breast cancer "Pink Out" event
\$ 1,200.00	Lexington African-American Sports Hall of Fame Jennifer Jones 1588 Leestown Rd. Ste. 130-312 Lexington, KY 40511	To assist with expenses related to the induction ceremony and awards gala held on September 24 at the Central Bank Center
\$ 1,400.00	America in Bloom Lexington Inc. 435 Plymouth Dr. Lexington, KY 40503 Judy Pelfrey	To help host a city-wide celebration breakfast as part of their mission to engage, educate, and encourage partnerships to further enhance
\$ 2,300.00	Community Inspired Lexington 348 East Main St. Lexington, KY 40507 Rebecca Webb	To help community revitalization in the Cardinal Valley Community including design and creation of murals at the Oxford Circle shopping center
\$ 2,600.00	Neighbors Immigration Clinic PO Box 1034 Lexington, KY 40588 Mizari Suarez	To help cover essential legal fees for clients seeking services

Neighborhood Development Funds
August 27, 2024
Work Session

Amount	Recipient	Purpose
\$ 600.00	Project Bodybag Damion Riley 524 Acadia Way Winchester, KY 40391	For a kickoff of their mentoring program for gun violence prevention and community work around Lexington
\$ 1,500.00	Speigle Heights Neighborhood Association Kevin Cole 1149 Coolidge St. Lexington, KY 40508	To help sponsor their annual neighborhood celebration, Speigle Hill Day
\$ 2,000.00	Department of Social Services - Green Dot Dawn Runyon 200 E. Main St. Lexington, KY 40507	To purchase 200 group tickets for the 3rd Annual Bystander Appreciation event at the Lexington Legends game on August 31

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH GREEN ACRES, HOLLOW CREEK AND BRECKENRIDGE NEIGHBORHOOD ASSOCIATION, LLC (\$500.00); FREDERICK DOUGLASS FOOTBALL BOOSTERS INCORPORATED (\$1,000.00); THE HEROES AMONG US FOUNDATION INCORPORATED (\$1,000.00); 16TH DISTRICT PTA C/O LIBERTY ELEMENTARY SCHOOL (\$1,375.00); ASHLAND NEIGHBORHOOD ASSOCIATION, INC. (\$1,000.00); LOUISIANA AVENUE NEIGHBORHOOD ASSOCIATION, INC. (\$553.00); JUNIOR LEAGUE OF LEXINGTON (\$300.00); WWBOOSTERS CLUB LTD (\$1,000.00); COMMUNITY ACTION COUNCIL DEVELOPMENT CORPORATION (\$1,000.00); ARBOR YOUTH SERVICES, INC. (\$250.00); GARDEN MEADOWS HOMEOWNERS ASSOCIATION, INC. (\$500.00); BRAIN INJURY ALLIANCE OF CENTRAL KENTUCKY CORP. (\$1,000.00); HILL-N-DALE NEIGHBORHOOD ASSOCIATION, INC. (\$700.00); THE SOUTHLAND ASSOCIATION, INC. (\$4,550.00); MOONDANCE FOUNDATION, INC. (\$2,100.00); COLORS OF PROMISE LEXINGTON KY INC (\$600.00); LEXINGTON AFRICAN-AMERICAN SPORTS HALL OF FAME INCORPORATED (\$1,200.00); AMERICA IN BLOOM LEXINGTON INC. (\$1,400.00); COMMUNITY INSPIRED LEXINGTON INC. (\$2,300.00); NEIGHBORS IMMIGRATION CLINIC, INC. (\$2,600.00); PROJECT BODYBAG LIMITED LIABILITY COMPANY (\$600.00); SPEIGLE HEIGHTS NEIGHBORHOOD ASSOCIATION INC. (\$1,500.00); DEPARTMENT OF SOCIAL SERVICES – GREEN DOT (\$2,000.00) FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Green Acres, Hollow Creek And Breckenridge Neighborhood Association, LLC (\$500.00); Frederick Douglass Football Boosters Incorporated (\$1,000.00); The Heroes Among Us Foundation Incorporated (\$1,000.00); 16th District PTA c/o Liberty Elementary School (\$1,375.00); Ashland Neighborhood Association, Inc. (\$1,000.00); Louisiana Avenue Neighborhood Association, Inc. (\$553.00); Junior League Of Lexington (\$300.00); WWBoosters Club LTD (\$1,000.00); Community Action Council Development Corporation (\$1,000.00); Arbor Youth Services, Inc. (\$250.00); Garden Meadows Homeowners Association, Inc. (\$500.00); Brain Injury Alliance Of Central Kentucky Corp. (\$1,000.00); Hill-N-Dale Neighborhood Association, Inc. (\$700.00); The Southland Association, Inc. (\$4,550.00); Moondance Foundation, Inc. (\$2,100.00); Colors Of Promise Lexington Ky Inc (\$600.00); Lexington African-American Sports Hall Of Fame Incorporated (\$1,200.00); America In Bloom Lexington Inc. (\$1,400.00); Community Inspired Lexington Inc. (\$2,300.00); Neighbors Immigration Clinic, Inc. (\$2,600.00);

Project Bodybag Limited Liability Company (\$600.00); Speigle Heights Neighborhood Association Inc. (\$1,500.00); Department Of Social Services – Green Dot (\$2,000.00), for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Green Acres, Hollow Creek And Breckenridge Neighborhood Association, LLC (\$500.00); Frederick Douglass Football Boosters Incorporated (\$1,000.00); The Heroes Among Us Foundation Incorporated (\$1,000.00); 16th District PTA c/o Liberty Elementary School (\$1,375.00); Ashland Neighborhood Association, Inc. (\$1,000.00); Louisiana Avenue Neighborhood Association, Inc. (\$553.00); Junior League Of Lexington (\$300.00); WWBoosters Club LTD (\$1,000.00); Community Action Council Development Corporation (\$1,000.00); Arbor Youth Services, Inc. (\$250.00); Garden Meadows Homeowners Association, Inc. (\$500.00); Brain Injury Alliance Of Central Kentucky Corp. (\$1,000.00); Hill-N-Dale Neighborhood Association, Inc. (\$700.00); The Southland Association, Inc. (\$4,550.00); Moondance Foundation, Inc. (\$2,100.00); Colors Of Promise Lexington Ky Inc (\$600.00); Lexington African-American Sports Hall Of Fame Incorporated (\$1,200.00); America In Bloom Lexington Inc. (\$1,400.00); Community Inspired Lexington Inc. (\$2,300.00); Neighbors Immigration Clinic, Inc. (\$2,600.00); Project Bodybag Limited Liability Company (\$600.00); Speigle Heights Neighborhood Association Inc. (\$1,500.00); Department Of Social Services – Green Dot (\$2,000.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0840-24:GET:4855-0121-1613, v. 1

RESOLUTION NO. 440 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH GREEN ACRES, HOLLOW CREEK AND BRECKENRIDGE NEIGHBORHOOD ASSOCIATION, LLC (\$500.00); FREDERICK DOUGLASS FOOTBALL BOOSTERS INCORPORATED (\$1,000.00); THE HEROES AMONG US FOUNDATION INCORPORATED (\$1,000.00); 16TH DISTRICT PTA C/O LIBERTY ELEMENTARY SCHOOL (\$1,375.00); ASHLAND NEIGHBORHOOD ASSOCIATION, INC. (\$1,000.00); LOUISIANA AVENUE NEIGHBORHOOD ASSOCIATION, INC. (\$553.00); JUNIOR LEAGUE OF LEXINGTON (\$300.00); WWBOOSTERS CLUB LTD (\$1,000.00); COMMUNITY ACTION COUNCIL DEVELOPMENT CORPORATION (\$1,000.00); ARBOR YOUTH SERVICES, INC. (\$250.00); GARDEN MEADOWS HOMEOWNERS ASSOCIATION, INC. (\$500.00); BRAIN INJURY ALLIANCE OF CENTRAL KENTUCKY CORP. (\$1,000.00); HILL-N-DALE NEIGHBORHOOD ASSOCIATION, INC. (\$700.00); THE SOUTHLAND ASSOCIATION, INC. (\$4,550.00); MOONDANCE FOUNDATION, INC. (\$2,100.00); COLORS OF PROMISE LEXINGTON KY INC (\$600.00); LEXINGTON AFRICAN-AMERICAN SPORTS HALL OF FAME INCORPORATED (\$1,200.00); AMERICA IN BLOOM LEXINGTON INC. (\$1,400.00); COMMUNITY INSPIRED LEXINGTON INC. (\$2,300.00); NEIGHBORS IMMIGRATION CLINIC, INC. (\$2,600.00); PROJECT BODYBAG LIMITED LIABILITY COMPANY (\$600.00); SPEIGLE HEIGHTS NEIGHBORHOOD ASSOCIATION INC. (\$1,500.00); DEPARTMENT OF SOCIAL SERVICES – GREEN DOT (\$2,000.00) FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Green Acres, Hollow Creek And Breckenridge Neighborhood Association, LLC (\$500.00); Frederick Douglass Football Boosters Incorporated (\$1,000.00); The Heroes Among Us Foundation Incorporated (\$1,000.00); 16th District PTA c/o Liberty Elementary School (\$1,375.00); Ashland Neighborhood Association, Inc. (\$1,000.00); Louisiana Avenue Neighborhood Association, Inc. (\$553.00); Junior League Of Lexington (\$300.00); WWBoosters Club LTD (\$1,000.00); Community Action Council Development Corporation (\$1,000.00); Arbor Youth Services, Inc. (\$250.00); Garden Meadows Homeowners Association, Inc. (\$500.00); Brain Injury Alliance Of Central Kentucky Corp. (\$1,000.00); Hill-N-Dale Neighborhood Association, Inc. (\$700.00); The Southland Association, Inc. (\$4,550.00); Moondance Foundation, Inc. (\$2,100.00); Colors Of Promise Lexington Ky Inc (\$600.00); Lexington African-American Sports Hall Of Fame Incorporated (\$1,200.00); America In Bloom Lexington Inc. (\$1,400.00); Community Inspired Lexington Inc. (\$2,300.00); Neighbors Immigration Clinic, Inc. (\$2,600.00);

Project Bodybag Limited Liability Company (\$600.00); Speigle Heights Neighborhood Association Inc. (\$1,500.00); Department Of Social Services – Green Dot (\$2,000.00), for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Green Acres, Hollow Creek And Breckenridge Neighborhood Association, LLC (\$500.00); Frederick Douglass Football Boosters Incorporated (\$1,000.00); The Heroes Among Us Foundation Incorporated (\$1,000.00); 16th District PTA c/o Liberty Elementary School (\$1,375.00); Ashland Neighborhood Association, Inc. (\$1,000.00); Louisiana Avenue Neighborhood Association, Inc. (\$553.00); Junior League Of Lexington (\$300.00); WVBoosters Club LTD (\$1,000.00); Community Action Council Development Corporation (\$1,000.00); Arbor Youth Services, Inc. (\$250.00); Garden Meadows Homeowners Association, Inc. (\$500.00); Brain Injury Alliance Of Central Kentucky Corp. (\$1,000.00); Hill-N-Dale Neighborhood Association, Inc. (\$700.00); The Southland Association, Inc. (\$4,550.00); Moondance Foundation, Inc. (\$2,100.00); Colors Of Promise Lexington Ky Inc (\$600.00); Lexington African-American Sports Hall Of Fame Incorporated (\$1,200.00); America In Bloom Lexington Inc. (\$1,400.00); Community Inspired Lexington Inc. (\$2,300.00); Neighbors Immigration Clinic, Inc. (\$2,600.00); Project Bodybag Limited Liability Company (\$600.00); Speigle Heights Neighborhood Association Inc. (\$1,500.00); Department Of Social Services – Green Dot (\$2,000.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: August 29, 2024

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
0840-24:GET:4855-0121-1613, v. 1



MAYOR

AGREEMENT

THIS AGREEMENT, made and entered into on the 3rd day of September, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and The Heroes Among Us Foundation (Hereinafter "Organization"), of 2041 Creative Drive, Lexington, KY 40555, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

[For the inaugural Martin Ashford Day event venue and logistics, marketing and promotion, t-shirts for supporters, and entertainment]

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Brandy Ashford
(Brandy Ashford)
(The Heroes Among Us Foundation)

AGREEMENT

THIS AGREEMENT, made and entered into on the 3rd day of September, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and America in Bloom Lexington Inc. (Hereinafter "Organization"), of 435 Plymouth Dr., Lexington, KY 40503, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1400 (One Thousand Four Hundred Dollars and Zero Cents) for the following lawful public purpose:

[To help host a city-wide celebration breakfast as part of their mission to engage, educate, and encourage partnerships to further enhance Lexington's cultural, historical, and sustainable beauty]

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbey Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Judy Pelfrey*
(Judy Pelfrey)
(America in Bloom Lexington Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 3rd day of September, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Moondance Foundation Inc. (Hereinafter "Organization"), of 1152 Monarch St., Lexington, KY 40513, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$2100 (Two Thousand One Hundred Dollars and Zero Cents) for the following lawful public purpose:

[To cover costs associated with event planning, advertising, and entertainment for their annual fundraiser]

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Chris Woodall
(Chris Woodall)
(Moondance Foundation Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 3rd day of September, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and WW Booster Club LTD (Hereinafter "Organization"), of 1146 Redwood Dr., Lexington, KY 40511, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

[To be used toward the purchase of new uniforms for the Winburn MS sports uniforms]

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Laura Ray Warren
(Laura Ray Warren)
(WW Booster Club LTD)

AGREEMENT

THIS AGREEMENT, made and entered into on the 3rd day of September, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Community Action Council (Hereinafter "Organization"), of 1169 Winburn Dr., Lexington, KY 40511, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$1000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

[To be used towards purchase of supplies needed for restarting the Winburn Community garden located at 1169 Winburn Dr.]

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Rosha Williams*
(Rosha Williams)
(Community Action Council)

AGREEMENT

THIS AGREEMENT, made and entered into on the 3rd day of September, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Southland Association Inc. (Hereinafter "Organization"), of 1072 Wellington Way, Lexington, KY 40513, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$4550 (Four Thousand Five Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

[To cover costs of security and road closures for the annual Southland Street Fair]

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Melissa Gayheart
(Melissa Gayheart)
(Southland Association Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 3rd day of September, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Garden Meadows Homeowner's Association Inc. (Hereinafter "Organization"), of PO Box 54486, Lexington, KY 40555, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds.** Government hereby grants Organization the sum of \$500 (Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

[To support neighborhood activities for the fall 2024 neighborhood picnic]

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: *Jaclyn Rader*
(Jaclyn Rader)
(Garden Meadows Homeowner's Association Inc.)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0843-24

File ID: 0843-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/22/2024

File Name: Summary: Budget, Finance, and Economic
Development Committee, June 25, 2024

Final Action: 09/12/2024

Title: An Ordinance amending and restating Ordinance No. 50-2016 pertaining to the Contingency Designation Fund and Policy, to increase the amount of the required monthly deposit to \$75,000 and to include a potential additional annual deposit in the event a fund balance exists. [Council Office, Hall]

Notes:

Sponsors:

Enactment Date: 09/12/2024

Attachments: 6-25-24 Meeting Summary, Draft Committee
Report Out - Ordinance Economic Contingency Fund
4888-4533-7544 v.3 .1 . 4887-3934-5868, 843-24 -
Ordinance Economic Contingency Fund
4888-4533-7544 v.5.doc, O-099-2024

Enactment Number: O-099-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0843-24

Title

An Ordinance amending and restating Ordinance No. 50-2016 pertaining to the Contingency Designation Fund and Policy, to increase the amount of the required monthly deposit to \$75,000 and to include a potential additional annual deposit in the event a fund balance exists. [Council Office, Hall]



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0843-24



Budget, Finance & Economic Development Committee

June 25, 2024

Summary and Motions

Chair James Brown called the meeting to order at 1:05 p.m. Vice Mayor Dan Wu and Council Members Chuck Ellinger, Hannah LeGris, Liz Sheehan, Preston Worley, Fred Brown, Jennifer Reynolds, and Kathy Plomin were in attendance. Council Members Tayna Fogle, Shayla Lynch, and Dave Sevigny were also present as non-voting members. Council Member Whitney Baxer was absent.

I. Approval of March 19, 2024 Committee Summary

A motion by Sheehan to approve the March 19, 2024 Committee Summary, seconded by LeGris, the motion passed without dissent.

II. Monthly Financial Update – March 2024

Commissioner Hensley provided a brief update on the monthly financials. Revenue continues to run a positive variance to budget, primarily due to greater than budgeted insurance premium tax collections, investment income, and EMS fees. Payroll withholding tax collections fell slightly to 5.6% growth over prior year. Net profits are trending under FY2023 collections.

While there are significant budgetary savings shown, 10% more has been spent in FY2024 on operating costs than in FY2023. The operating budget currently shows a \$25.7 million positive variance, however, much of that savings is encumbered and will be carried forward to FY2025.

No action was taken on this item.

III. Public Infrastructure Program Update

This item was reported out early at the July 2nd, 2024 Work Session.

IV. Economic Contingency Fund Update

Ashley Simpson, Deputy Chief of Finance, presented on the economic contingency fund update. A history of the ordinance was shared. The original ordinance was approved in 1996 with a budget of \$8.3 million intended to provide sufficient working capital for emergencies and to reduce borrowing costs. The ordinance was also updated in 2006 and 2016 with modifications to the policy and budgetary contributions.

The COVID-19 pandemic caused unpredictable budget years that required budgeting based on projected decreases or very low growth in business taxes. Contributions to the Economic

Contingency fund were suspended during the FY20 – FY22 budget cycles. Federal funding created unexpected fund balances during early COVID years, allowing for additional influx to offset suspended contributions.

LFUCG saves for financial strength, to provide stability during economic volatility, and to provide cash flow and available resources in a state of emergency. Saving provides strong basis for credit ratings and ensures the ability to borrow funds for capital. Moody's scorecard recommends that a AA rated government have between 30-15% of revenue saved as a fund balance.

The proposed changes to the Economic Contingency fund ordinance are to increase the monthly contributions to \$75,000 instead of \$50,000 and to recommend allocating 10% of the unassigned fund balance to be deposited into the fund unless the 10% funding goal has been met. Only the amount needed to attain the 10% goal will be committed to the fund. For example, an estimated contribution of \$4 million would be necessary to reach the 10% goal for FY24.

A motion by Plomin to amend ordinance 50-2016 pertaining to the contingency designation fund policy, seconded by Sheehan, the motion passed without dissent.

V. Adjournment

A motion by LeGris to adjourn at 2:46pm, seconded by Wu, the motion passed without dissent.

ORDINANCE NO. ____-2024

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 50-2016 PERTAINING TO THE CONTINGENCY DESIGNATION FUND AND POLICY, TO INCREASE THE AMOUNT OF THE REQUIRED MONTHLY DEPOSIT TO \$75,000 AND TO INCLUDE A POTENTIAL ADDITIONAL ANNUAL DEPOSIT IN THE EVENT A FUND BALANCE EXISTS.

WHEREAS, the Lexington-Fayette Urban County Government's Contingency Designation Fund and Policy (previously the Economic Contingency Fund) was restated in Lexington-Fayette Urban County Government Ordinance No. 50-2016; and

WHEREAS the Urban County Council desires to amend that policy to provide for additional and potential additional deposits or contributions.

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

Section 1 – That Lexington-Fayette Urban County Government Ordinance No. 50-2016 pertaining to the Contingency Designation Fund and Policy be and hereby is amended and restated to read as follows:

1. That ~~[as of the effective date of this ordinance, the Existing Economic Contingency Designation shall be renamed as]~~ the Contingency Designation Fund and Policy (the "Contingency Fund") exists in order to provide the Lexington-Fayette Urban County Government with sufficient working capital and an ability to address emergencies without borrowing.

2. The Contingency Fund shall maintain a funding goal of ten percent (10%) of the previous year's total General Fund Revenues.

3. Interest earned on monies in the Contingency Fund will accrue to the fund.

4. Other reasonable funding possibilities shall be pursued prior to the withdrawal of any monies from the Contingency Fund.

5. A monthly deposit in the amount of seventy-five thousand dollars (\$75,000) ~~[\$50,000.00]~~ will be required each fiscal year unless the ten percent (10%) funding goal has been met. In the event funds are withdrawn for revenue stabilization proposes, deposits for that fiscal year may be suspended.

6. Each year, the Department of Finance will report to the Budget, Finance, and Economic Development Committee the dollar amount that could be deposited to

the Contingency Fund to maintain ten percent (10%) of the previous year's General Service District Fund revenues.

7. Each year as part of the Fund Balance presentation following the annual audit report the Department of Finance shall examine the General Services District Fund available fund balance and recommend that ten percent (10%) of the unassigned balance be deposited into the Contingency Fund unless the ten percent (10%) funding goal has been met. The amount of the actual deposit will be reported as a commitment in the Fund Balance presentation. Should this deposit result in the Contingency Fund exceeding the ten percent (10% goal), only the amount needed to attain the goal will be committed. The amount of the actual deposit will be determined by the Urban County Council. This shall not prohibit the administration or Urban County Council from recommending or making additional deposits.

8. [7-] Monies in the Contingency Fund may be used for the following:

- a. Unanticipated or unforeseen extraordinary needs of an emergency nature; for example, costs related to a natural disaster or calamity or other emergency as defined in state or local law, or an unexpected significant liability occurs;
- b. Revenue stabilization to balance the budget in the event of an unanticipated revenue shortfall; or
- c. Unanticipated situations of an unusual nature involving non-recurring expenditure(s).

9. [8-] The following process shall be used to approve the withdrawal of any monies from the Contingency Fund regardless of whether the request for withdrawal is made by the administration or the Urban County Council:

- a. All requests for the withdrawal of monies shall be submitted in writing and supported by documentation to the Chief Administrative Officer, which shall include at a minimum, the proposed use of the funds and all associated costs;
- b. Such requests shall be submitted by the Chief Administrative Officer, with a recommendation, to the Urban County Council for review at least two (2) weeks prior to the date of the first work session at which the request is to be presented;
- c. Any withdrawal of monies must be approved by at least two-thirds (i.e., 10) of the members of the Urban County Council; and

d. The actual expenditure of funds may also require the approval of a budget amendment dependent upon the circumstances.

10. [9.] Notwithstanding paragraph 9 [8], above, in the event that a State of Emergency has been declared, the Mayor may approve a withdrawal of monies from the fund for uses related to the emergency.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
Published:

_C:\USERS\DBARBER\IND OFFICE ECHO\VAULT-WDCTNJ40\DRAFT ORDINANCE ECO CONTINGENCY (CM BROWN) 4888-4533-7544 V.1.DOC4888-4533-7544, v. 3

ORDINANCE NO. ____-2024

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 50-2016 PERTAINING TO THE CONTINGENCY DESIGNATION FUND AND POLICY, TO INCREASE THE AMOUNT OF THE REQUIRED MONTHLY DEPOSIT TO \$75,000 AND TO INCLUDE A POTENTIAL ADDITIONAL ANNUAL DEPOSIT IN THE EVENT A FUND BALANCE EXISTS.

WHEREAS, the Lexington-Fayette Urban County Government’s Contingency Designation Fund and Policy (previously the Economic Contingency Fund) was restated in Lexington-Fayette Urban County Government Ordinance No. 50-2016; and

WHEREAS the Urban County Council desires to amend that policy to provide for additional and potential additional deposits or contributions.

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

Section 1 – That Lexington-Fayette Urban County Government Ordinance No. 50-2016 pertaining to the Contingency Designation Fund and Policy be and hereby is amended and restated to read as follows:

1. That the Contingency Designation Fund and Policy (the “Contingency Fund”) exists in order to provide the Lexington-Fayette Urban County Government with sufficient working capital and an ability to address emergencies without borrowing.
2. The Contingency Fund shall maintain a funding goal of ten percent (10%) of the previous year’s total General Fund Revenues.
3. Interest earned on monies in the Contingency Fund will accrue to the fund.
4. Other reasonable funding possibilities shall be pursued prior to the withdrawal of any monies from the Contingency Fund.
5. A monthly deposit in the amount of seventy-five thousand dollars (\$75,000) will be required each fiscal year unless the ten percent (10%) funding goal has been met. In the event funds are withdrawn for revenue stabilization proposes, deposits for that fiscal year may be suspended.
6. Each year, the Department of Finance will report to the Budget, Finance, and Economic Development Committee the dollar amount that could be deposited to the Contingency Fund to maintain ten percent (10%) of the previous year’s General Service District Fund revenues.

7. Each year as part of the Fund Balance presentation following the annual audit report the Department of Finance shall examine the General Services District Fund available fund balance and recommend that ten percent (10%) of the unassigned balance be deposited into the Contingency Fund unless the ten percent (10%) funding goal has been met. The amount of the actual deposit will be reported as a commitment in the Fund Balance presentation. Should this deposit result in the Contingency Fund exceeding the ten percent (10% goal), only the amount needed to attain the goal will be committed. The amount of the actual deposit will be determined by the Urban County Council. This shall not prohibit the administration or Urban County Council from recommending or making additional deposits.

8. Monies in the Contingency Fund may be used for the following:

a. Unanticipated or unforeseen extraordinary needs of an emergency nature; for example, costs related to a natural disaster or calamity or other emergency as defined in state or local law, or an unexpected significant liability occurs;

b. Revenue stabilization to balance the budget in the event of an unanticipated revenue shortfall; or

c. Unanticipated situations of an unusual nature involving non-recurring expenditure(s).

9. The following process shall be used to approve the withdrawal of any monies from the Contingency Fund regardless of whether the request for withdrawal is made by the administration or the Urban County Council:

a. All requests for the withdrawal of monies shall be submitted in writing and supported by documentation to the Chief Administrative Officer, which shall include at a minimum, the proposed use of the funds and all associated costs;

b. Such requests shall be submitted by the Chief Administrative Officer, with a recommendation, to the Urban County Council for review at least two (2) weeks prior to the date of the first work session at which the request is to be presented;

c. Any withdrawal of monies must be approved by at least two-thirds (i.e., 10) of the members of the Urban County Council; and

d. The actual expenditure of funds may also require the approval of a budget amendment dependent upon the circumstances.

10. Notwithstanding paragraph 9, above, in the event that a State of Emergency has been declared, the Mayor may approve a withdrawal of monies from the fund for uses related to the emergency.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

Published:

843-24:DJB:4888-4533-7544, v. 5

ORDINANCE NO. 099 -2024

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 50-2016 PERTAINING TO THE CONTINGENCY DESIGNATION FUND AND POLICY, TO INCREASE THE AMOUNT OF THE REQUIRED MONTHLY DEPOSIT TO \$75,000 AND TO INCLUDE A POTENTIAL ADDITIONAL ANNUAL DEPOSIT IN THE EVENT A FUND BALANCE EXISTS.

WHEREAS, the Lexington-Fayette Urban County Government's Contingency Designation Fund and Policy (previously the Economic Contingency Fund) was restated in Lexington-Fayette Urban County Government Ordinance No. 50-2016; and

WHEREAS the Urban County Council desires to amend that policy to provide for additional and potential additional deposits or contributions.

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

Section 1 – That Lexington-Fayette Urban County Government Ordinance No. 50-2016 pertaining to the Contingency Designation Fund and Policy be and hereby is amended and restated to read as follows:

1. That the Contingency Designation Fund and Policy (the "Contingency Fund") exists in order to provide the Lexington-Fayette Urban County Government with sufficient working capital and an ability to address emergencies without borrowing.
2. The Contingency Fund shall maintain a funding goal of ten percent (10%) of the previous year's total General Fund Revenues.
3. Interest earned on monies in the Contingency Fund will accrue to the fund.
4. Other reasonable funding possibilities shall be pursued prior to the withdrawal of any monies from the Contingency Fund.
5. A monthly deposit in the amount of seventy-five thousand dollars (\$75,000) will be required each fiscal year unless the ten percent (10%) funding goal has been met. In the event funds are withdrawn for revenue stabilization proposes, deposits for that fiscal year may be suspended.
6. Each year, the Department of Finance will report to the Budget, Finance, and Economic Development Committee the dollar amount that could be deposited to the Contingency Fund to maintain ten percent (10%) of the previous year's General Service District Fund revenues.

7. Each year as part of the Fund Balance presentation following the annual audit report the Department of Finance shall examine the General Services District Fund available fund balance and recommend that ten percent (10%) of the unassigned balance be deposited into the Contingency Fund unless the ten percent (10%) funding goal has been met. The amount of the actual deposit will be reported as a commitment in the Fund Balance presentation. Should this deposit result in the Contingency Fund exceeding the ten percent (10% goal), only the amount needed to attain the goal will be committed. The amount of the actual deposit will be determined by the Urban County Council. This shall not prohibit the administration or Urban County Council from recommending or making additional deposits.

8. Monies in the Contingency Fund may be used for the following:

a. Unanticipated or unforeseen extraordinary needs of an emergency nature; for example, costs related to a natural disaster or calamity or other emergency as defined in state or local law, or an unexpected significant liability occurs;

b. Revenue stabilization to balance the budget in the event of an unanticipated revenue shortfall; or

c. Unanticipated situations of an unusual nature involving non-recurring expenditure(s).

9. The following process shall be used to approve the withdrawal of any monies from the Contingency Fund regardless of whether the request for withdrawal is made by the administration or the Urban County Council:

a. All requests for the withdrawal of monies shall be submitted in writing and supported by documentation to the Chief Administrative Officer, which shall include at a minimum, the proposed use of the funds and all associated costs;

b. Such requests shall be submitted by the Chief Administrative Officer, with a recommendation, to the Urban County Council for review at least two (2) weeks prior to the date of the first work session at which the request is to be presented;

c. Any withdrawal of monies must be approved by at least two-thirds (i.e., 10) of the members of the Urban County Council; and

d. The actual expenditure of funds may also require the approval of a budget amendment dependent upon the circumstances.

10. Notwithstanding paragraph 9, above, in the event that a State of Emergency has been declared, the Mayor may approve a withdrawal of monies from the fund for uses related to the emergency.

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

PASSED URBAN COUNTY COUNCIL: September 12, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

Published: Sept. 20, 2024-1t
843-24:DJB:4888-4533-7544, v. 5



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0844-24

File ID: 0844-24

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/22/2024

File Name: Presentation: Ag-Tech, Erica Rogers, Office of Chief
Development Officer

Final Action: 08/27/2024

Title: Presentation: Ag-Tech, Erica Rogers, Office of Chief Development Officer

Notes:

Sponsors:

Enactment Date:

Attachments: AgTech Work Session Presentation

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Received and Filed				

Text of Legislative File 0844-24

Title

Presentation: Ag-Tech, Erica Rogers, Office of Chief Development Officer

LEXINGTON AGTECH DEVELOPMENT UPDATE

Council Work Session

August 27, 2024



LEXINGTON

Snapshot: Fayette County Farm Production

Category	Quantity	% Change since 2017
Number of Farms	682	+10%
Average Size of Farm (acres)	182	-1%
Market Value of Products Sold	\$333,101,000 – 3 rd in state	+55%
Market Value of Equine Sold	\$249,943,000 – 1 st in state	+87%
Hired Farm Workers	2,734	--
Hired Farm Payroll	\$93,051,000	+36%
From 2022 USDA Census of Agriculture		

Background: AgTech Opportunity

- **Agricultural Production:** Fayette County is historically a leading producer of ag products, regularly ranking at or near the top of farm sales in the state
- **Rich Academic & Research Environment:** The University of Kentucky was first founded as an Agricultural College and land-grant research institution and for decades has been a national leader in ag research and innovation
- **Agribusiness Hub:** Lexington is home to dozens of thriving agribusinesses in sectors such as animal health, ag inputs, tourism, and retail sales
- **Tech Environment:** Historically, Lexington has been home to several tech employers (IBM, Lexmark) and has a workforce equipped for tech jobs

Formation: AgTech Development Ecosystem

- **2018:** Mayor Gorton shares vision for economic opportunity in high-tech agriculture during her campaign
- **2019:** Mayor Gorton leads formation of partnership with UK College of Agriculture, KY Department of Agriculture, and Alltech to create innovation ecosystem for agtech businesses centered in Lexington
- **2020 – 2022:** Consultant studies from UK & Commerce Lexington validate and support agtech as target industry for development; offer framework for strategic approaches to create innovation ecosystem

Formation: Bluegrass AgTech Development Corp

- **June 2022:** The Bluegrass AgTech Development Corp (BADC) is formally established and launched as a nonprofit with a goal of supporting entrepreneurship, business growth, and economic development in the agtech sector



LEXINGTON



KENTUCKY
DEPARTMENT OF
AGRICULTURE



Martin-Gatton
College of Agriculture,
Food and Environment



Funding: Bluegrass AgTech Development Corp

- 2023: Council approves Resolution 317-2023 to provide \$1,000,000 to BADC for startup costs of the organization and to establish a challenge grant program for agtech businesses
- LFUCG funding is matched by an additional \$1,000,000 from the Kentucky Agricultural Development Fund, a body within the Department of Agriculture formed to reinvest in Kentucky agriculture and diversify the industry
- In addition to funding, other partners pledged extensive resource and service assistance
 - Along with commissioning initial studies and focus groups, UK's College of Agriculture is supplying BADC office space on the Coldstream campus
 - Alltech has provided valuable marketing, branding, and legal services at no cost

Grant Programming: Bluegrass AgTech Development Corp



Future-Proof
Animal Protein



Food Is
Health



Sustainable
Food Systems



Solutions For
Mid-Size Farming



Kentucky
Traditions

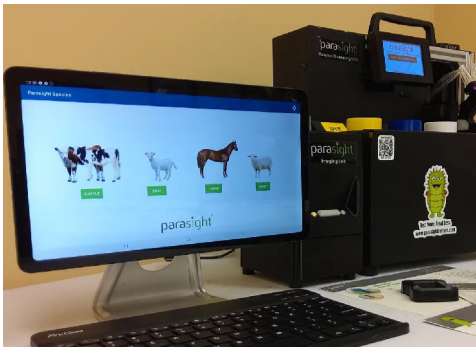
- **July 2023:** Executive Director Bob Helton hired to establish organization, lead operations, and develop Challenge Grant program
- **November 2023:** Inaugural Challenge Grant program applications open; applicants invited to submit projects addressing identified “focus areas”
- **March 2024:** Application window closes with 29 applications received

Grant Programming: Bluegrass AgTech Development Corp

- **August 13, 2024:** Inaugural Challenge Grant recipients announced
- **7** companies selected with **5** being headquartered in Lexington
- **\$625,000** award total (\$325,000 of City funds and \$300,000 of State funds)
- Diverse array of products, services, sectors, and stages of agtech businesses



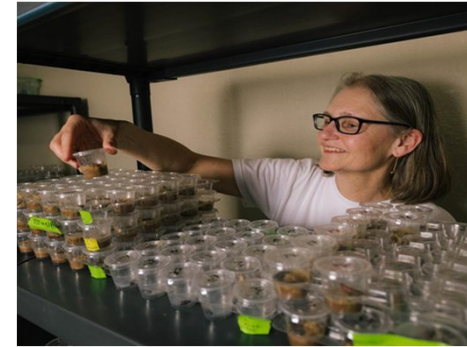
Grant Funding: Project Summaries



- **Parasight System Inc.:** Expanding production of veterinary devices that offer fast, accurate, and cost-effective detection and diagnosis of parasites in animals



- **RedLeaf Biologics:** Conducting clinical studies for health and nutrition products created from a novel variety of locally raised sorghum



- **Lepidext, Inc.:** Developing safe and effective bioinsecticides to control pests in crops while decreasing dependence on chemical pesticides

Grant Funding: Reporting & Future Opportunity

- The 5 Lexington-based businesses selected currently employ **34** cumulative FTE positions
- Recipient businesses will provide regular reporting on growth in employment, revenue, capital investment, etc. to monitor grant impacts
- Additional BADC grant funding remains, and a second Challenge Grant round is planned to open in late 2024 – subscribe online or follow on social media for updates



Questions?



LEXINGTON



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0845-24

File ID: 0845-24

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/22/2024

File Name: The New Senior Therapeutic Center, Kristi
Stambaugh, Department of Social Services, et al.

Final Action: 08/27/2024

Title: The New Senior Therapeutic Center, Kristi Stambaugh, Department of Social
Services, et al.

Notes:

Sponsors:

Enactment Date:

Attachments: 8.27.24 New STC - DRAFT Council
Worksession.pptx

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Received and Filed				

Text of Legislative File 0845-24

Title

The New Senior Therapeutic Center, Kristi Stambaugh, Department of Social Services, et al.



NEW SENIOR & THERAPEUTIC CENTER

URBAN COUNTY COUNCIL WORK SESSION
AUGUST 27, 2024



LEXINGTON

PROJECT TEAM

Design team:

Architecture and Interior design: **EOP Architects**

Consultant (Design for Seniors): **Lifespan Design**

M/E/P/FP engineering: **CMTA**

Structural engineering: **Yeiser Structural**

Site design and Civil engineering: **Element Design**

LFUCG Project Team:

Lisa Grober, Capital Project Management

Kristy Stambaugh, Aging & Disability Services

Jill Farmer, Therapeutic Recreation

Adrienne Thakur, Parks & Recreation

Monica Conrad, Parks & Recreation

Kacy Allen-Bryant, Social Services

Chris Ford, General Services

SENIOR & THERAPEUTIC RECREATION (TR) CENTER

Space to be utilized by both senior adults and TR participants

- Maximize opportunities for both groups
- Expand fitness opportunities and classrooms for senior programming
- Provide inclusive and more accessible environment for TR programming
- Provide permanent home for TR programming

*All program space will be built with universal design principles,
furnishings will be suitable for all populations*

2024 SENIOR PROGRAMMING STATS

Fitness and Recreation Programming Greatest Demand

- 1,657 people participated in Fitness
39,477 times
 - 1,309 average number of times equipped fitness used per month
- 1,022 people participated in Recreation
15,756 times
- 770 people participated in Education
2,508 times



2024 TR PROGRAMMING STATS

All TR Programs are in great demand, always full, with waitlist due to demand and limited staffing.

- **1,175** - Participant experiences over a broad range of programs (fitness, archery, yoga, art, music, drama, choir, dances and special events, etc.)
- **8** - Average number of people on waitlist per program (48 -50 programs offered per year)
- **20** - Number of different facilities used within the city to host TR programming.



PROJECT OVERVIEW

Budget

Professional Services: \$ 1,440,306

Construction: \$24,000,000

Total Project: \$25,440,306

By The Numbers

26,207 Square Feet

8 Acres

201 Parking Spaces

2 Programs

1 Facility

Shillito Park



PROJECT SITE

West Reynolds Road



SHILLITO PARK

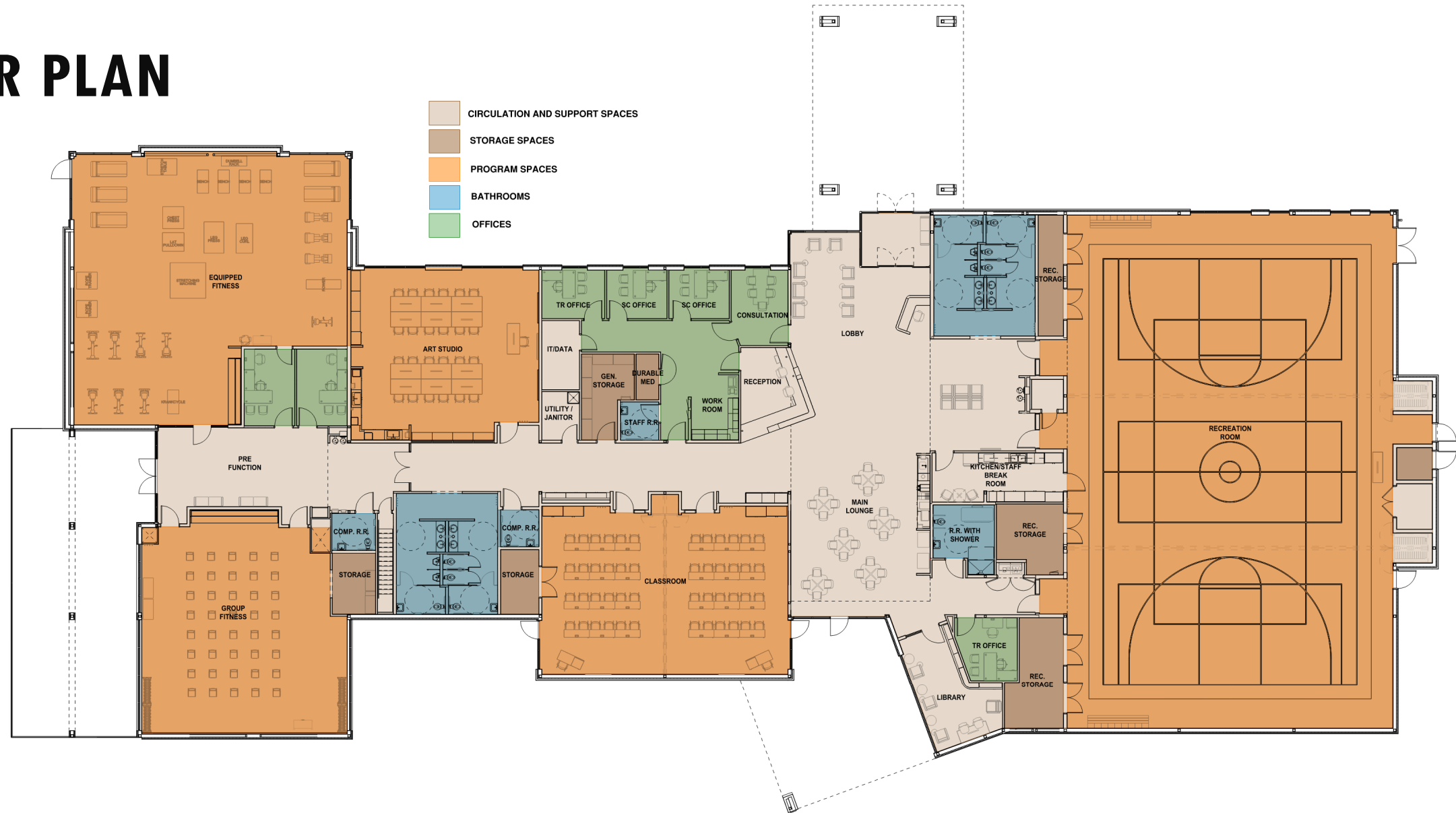
- Ability to expand services to the community by utilizing a current LFUCG asset
- Proven success with a park
- Vehicular access
- Access to Miracle League Field, Shillito playground, paved trails, pool, outdoor pickleball and tennis
- Provides city wide coverage
- Available green space
- Available utilities



EXTERIOR



FLOOR PLAN



LOBBY



ART STUDIO



RECREATION ROOM

- Archery
- Beat Drum Boogie
- Group Fitness
- Heavy Bag Training
- Indoor Pickleball
- Parties
- Summer Camp
- Wheelchair Sports



CLASSROOMS

- Music
- Community Education & Resources
- Technology Assistance
- Book Clubs
- Card and game playing
- Life Skills
- Language Classes (ESL, Spanish)



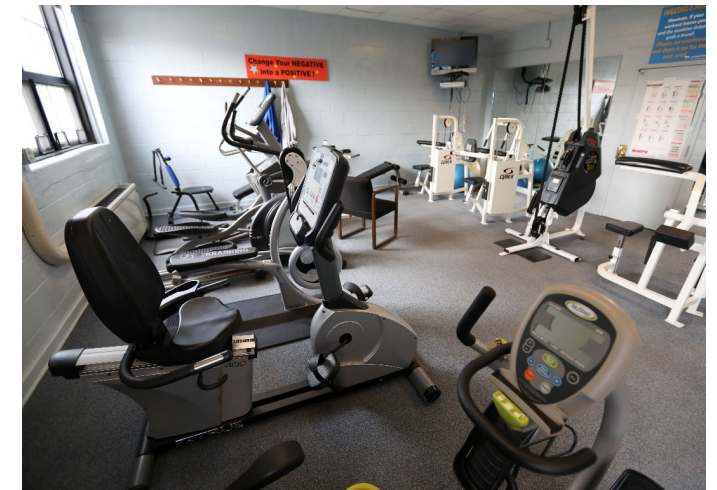
ART STUDIO

- Drawing
- Painting (Acrylic, water color, charcoal)
- Needle Crafts
- Crafts



EQUIPPED FITNESS

- Nearly 400 square feet larger
- More space around the equipment for adaptive devices
- More Cardio equipment
- More space for stretching
- More space for free weights
- Weight Machines



GROUP FITNESS

- Seated and Standing Classes
- Step Aerobics
- Yoga
- Tai Chi
- Balance and Fall Prevention



PROJECT SCHEDULE

Schedule:

- Advertisement for Bid: 9/9/2024 – 10/7/2024
- Bid Opening: 10/7/2024
- Construction: November 2024 – April 2026 (18 months)
- Ribbon Cutting: May 2026

QUESTIONS?



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0927-23

File ID: 0927-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 09/07/2023

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0927-23



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0765-24

File ID: 0765-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 08/09/2024

Final Action: 09/12/2024

File Name: Request Council authorization to submit an application, and accept award in the amount of \$79,000, to the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food

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. Dept. of Education/Div. of School and Community Nutrition seeking \$79,000 in Federal funds for participation in the United States Dept. of Agriculture's Child Care Food Program, for provision of breakfast, lunch, and supplements to children at the Family Care Center in FY 2025, and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Notes:

Sponsors:

Enactment Date: 09/12/2024

Attachments: 25 - Bluesheet Memo CACFP, RESO 0765-24 (Child Care Food Program) 4877-8656-9691 v.1.docx, R-442-2024

Enactment Number: R-442-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
2	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
2	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0765-24

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. Dept. of Education/Div. of School and Community Nutrition seeking \$79,000 in Federal funds for participation in the United States Dept. of Agriculture's Child Care Food Program, for provision of breakfast, lunch, and supplements to children at the Family Care Center in FY 2025, and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Summary

Authorization to submit an application, and accept award in the amount of \$79,000, to the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's child care and pre-school programs. While no match is required, an additional \$113,500 is Budgeted to cover catering costs that exceed actual reimbursement. (L0765-24) (Horton-Holt/Allen-Byant)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3100-606401-6403-75102

This Fiscal Year Impact: \$192,500

Annual Impact: \$0

Project: CHD_CR_FD_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance:



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: AUGUST 8, 2024

SUBJECT: Child Care Food Program Application for the Family Care Center – FY25

Request: Council authorization to submit an application, and accept award in the amount of \$79,000, to the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's child care and pre-school programs, subject to the availability of sufficient funds in FY 2025.

Purpose of the Request: It is estimated that 64,000 meals will be served during the twelve-month period, beginning October 1, 2024. As of July 1, 2024, the Federal reimbursement rates for free meals are as follows: \$2.11 for breakfast, \$4.43 for lunch, and \$1.21 for a supplement. Approximately 85% of the children enrolled in Family Care Center programs qualify for free or reduced meals.

What is the cost in this budget year and future budget years? Based upon current enrollment, an estimated \$79,000 in federal funds will be collected. While no match is required, an additional \$113,500 in 2025 General Fund dollars has been budgeted to cover catering costs that exceed actual reimbursement.

Are the funds budgeted? Budget amendment is in process.

File Number: 0765-24

Director/Commissioner: Horton-Holt/Allen-Bryant



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY DEPARTMENT OF EDUCATION/DIVISION OF SCHOOL AND COMMUNITY NUTRITION SEEKING \$79,000.00 IN FEDERAL FUNDS FOR PARTICIPATION IN THE UNITED STATES DEPARTMENT OF AGRICULTURE'S CHILD CARE FOOD PROGRAM, FOR PROVISION OF BREAKFAST, LUNCH, AND SUPPLEMENTS TO CHILDREN AT THE FAMILY CARE CENTER IN FY 2025, AND TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit the Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Department of Education, Division of School and Community Nutrition seeking \$79,000.00 in Federal funds for participation in the United States Department of Agriculture's Child Care Food Program, for provision of breakfast, lunch, and supplements to children at the Family Care Center in FY 2025, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget 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
0765-24:ANB:4877-8656-9691, v. 1

RESOLUTION NO. 442 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY DEPARTMENT OF EDUCATION/DIVISION OF SCHOOL AND COMMUNITY NUTRITION SEEKING \$79,000.00 IN FEDERAL FUNDS FOR PARTICIPATION IN THE UNITED STATES DEPARTMENT OF AGRICULTURE'S CHILD CARE FOOD PROGRAM, FOR PROVISION OF BREAKFAST, LUNCH, AND SUPPLEMENTS TO CHILDREN AT THE FAMILY CARE CENTER IN FY 2025, AND TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit the Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Department of Education, Division of School and Community Nutrition seeking \$79,000.00 in Federal funds for participation in the United States Department of Agriculture's Child Care Food Program, for provision of breakfast, lunch, and supplements to children at the Family Care Center in FY 2025, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

September 12, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL
0765-24:ANB:4877-8656-9691, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0789-24

File ID: 0789-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 380-2024

In Control: Urban County
Council

File Created: 08/13/2024

File Name: Accelecom FY25

Final Action: 09/12/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a multi-year Agreement with Accelecom, Inc., to provide a redundant fiber Internet connection for the Public Safety Operations Center, at a cost not to exceed \$9,648 in FY 2025, with future renewals subject to the appropriation of sufficient funds; and authorizing the Chief Information Officer, or her designee, on behalf of the Urban County Government, to execute any necessary documents related to the procurement. [Div. of Computer Services, Stewart]

Notes: Stamped and filed in the CCO. Returned to Camille BRAun via scans 2/6/2025. MS

Sponsors:

Enactment Date: 09/12/2024

Attachments: Legistar Memo_Accelecom Updated, RESO 0789-24
(Accelecom Agreement) 4887-9187-7853 v.1.docx,
R-443-2024, Contract #380-2024

Enactment Number: R-443-2024

Deed #:

Hearing Date:

Drafter: Camille Brann

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0789-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a multi-year Agreement with Accelecom, Inc., to provide a redundant fiber Internet connection for the Public Safety Operations Center, at a cost not to exceed \$9,648 in FY 2025, with future renewals subject to the appropriation of sufficient

funds; and authorizing the Chief Information Officer, or her designee, on behalf of the Urban County Government, to execute any necessary documents related to the procurement. [Div. of Computer Services, Stewart]

Summary

Authorization to execute the necessary documents to purchase services from Accelecom, Inc. for the purpose of providing a redundant fiber Internet connection at the Public Safety Operations Center (PSOC) at a cost not to exceed \$9,648 annually. The Agreement will be effective starting September 1, 2024, and will end on June 30, 2027. Funds are Budgeted.

(L0789-24) (Stewart/Rodgers)

Budgetary Implications: Yes

Advance Document Review:

Law: { Select **Yes**/No, Completed by [Ashleigh Bailey, 08/09/24]}

Risk Management: NA

Fully Budgeted: Yes

Account Number: 1101 202505 0001 72204

This Fiscal Year Impact: \$9,648

Annual Impact: \$9,648

Project:

Activity:

Budget Reference:

Current Balance: \$37,292.34



TO: Mayor Linda Gorton,
Honorable Councilmembers, Urban County Council

FROM: Paul Stewart, Director of Computer Services

DATE: August 12th, 2024

SUBJECT: Accelecom Commercial Service Agreement

Request:

Requesting Council approval to authorize the execution of the necessary documents to purchase services from Accelecom, Inc. for the purpose of providing a redundant fiber Internet connection at the Public Safety Operations Center (PSOC) at a cost not to exceed \$9,648 annually. The agreement will be effective starting 9/1/24 and will end on 6/30/27. The initial term of the agreement is 36 months, with automatic renewal for 12 month terms thereafter. At the end of the initial term (or any subsequent renewal term), either party may give the other party written notice of its intent to terminate the agreement by providing at least 30 days' written notice.

Purpose:

LFUCG employees rely heavily on the high availability of network resources to ensure seamless communication and efficient service delivery to the residents of Lexington. These network resources enable real-time access to critical information, allowing employees to respond promptly to community needs. High availability minimizes downtime, ensuring that essential services remain uninterrupted.

Budgetary Implication:

Cost for FY25 is \$9,648

Are the funds budgeted? Yes

1101-202505-0001-72204

File Number: 0789-24

Director/Commissioner: Stewart/Rodgers



RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR AGREEMENT WITH ACCELECOM, INC., TO PROVIDE A REDUNDANT FIBER INTERNET CONNECTION FOR THE PUBLIC SAFETY OPERATIONS CENTER, AT A COST NOT TO EXCEED \$9,648.00 IN FY 2025, WITH FUTURE RENEWALS SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS; AND AUTHORIZING THE CHIEF INFORMATION OFFICER, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE PROCUREMENT.

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

Section 1 - That the Mayor, on behalf of the Urban County Government, be and hereby is authorized and directed execute a multi-year Agreement, which is attached hereto and incorporated herein by reference, with Accelecom, Inc., to provide a redundant fiber internet connection for the Public Safety Operations Center, at a cost not to exceed \$9,648.00 in FY 2025.

Section 2 - That the Chief Information Officer, or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary documents related to the procurement.

Section 3 - That an amount, not to exceed the sum of \$9,648.00, be and hereby is approved for payment to Accelecom, Inc., from account #1101-202505-72204, pursuant to the terms of the Agreement, with renewal contingent upon the budgeting of sufficient funds in future fiscal years.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0789-24:ANB:4887-9187-7853, v. 1

RESOLUTION NO. 443 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR AGREEMENT WITH ACCELECOM, INC., TO PROVIDE A REDUNDANT FIBER INTERNET CONNECTION FOR THE PUBLIC SAFETY OPERATIONS CENTER, AT A COST NOT TO EXCEED \$9,648.00 IN FY 2025, WITH FUTURE RENEWALS SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS; AND AUTHORIZING THE CHIEF INFORMATION OFFICER, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE PROCUREMENT.

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

Section 1 - That the Mayor, on behalf of the Urban County Government, be and hereby is authorized and directed execute a multi-year Agreement, which is attached hereto and incorporated herein by reference, with Accelecom, Inc., to provide a redundant fiber internet connection for the Public Safety Operations Center, at a cost not to exceed \$9,648.00 in FY 2025.

Section 2 - That the Chief Information Officer, or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary documents related to the procurement.

Section 3 - That an amount, not to exceed the sum of \$9,648.00, be and hereby is approved for payment to Accelecom, Inc., from account #1101-202505-72204, pursuant to the terms of the Agreement, with renewal contingent upon the budgeting of sufficient funds in future fiscal years.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 12, 2024


MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0789-24:ANB:4887-9187-7853, v. 1



Accelecom Customer Service Order

By signing below, Customer (as identified below) hereby executes and delivers this Service Order to OpenFiber Kentucky Company, LLC d/b/a Accelecom ("Accelecom"). This Service Order will be binding on the parties only upon issuance of an Order Confirmation by Accelecom.

This Service Order incorporates and is subject to the Accelecom Enterprise Terms and Conditions of Service available at <https://accelecom.net/enterprise/terms-and-conditions-of-service/> (or successor url) (the "Terms"). The Terms, this Service Order, and the Order Confirmation constitute the "Agreement" between the parties.

Any terms and conditions included in this Service Order that conflict or are inconsistent with the Terms or the Order Confirmation will have no force or effect and are specifically rejected by Accelecom.

Prepared By Mark Prigge
Phone (859) 629-9851
Email mark.prigge@accelecom.net
Quote Number 00008519

Customer Information:

Account Name Lexington Fayette Urban County
Billing Address 200 E. Main Street
Lexington, Kentucky 40507
United States

Service Type and Contract Term:

Service Type Internet Service
Contract Term (months) 36
*Download/Upload speeds are symmetrical.

**Services (One-Time Fees and Monthly Charges)

Full Site Address	Product	Quantity	Speed	Monthly Recurring Charge	Onetime / Installation Charge	Net MRG
115 Cisco Rd Lexington KY 40504	Internet Installation	1.00	2G	\$0.00	\$0.00	\$0.00
115 Cisco Rd Lexington KY 40504	Internet Service	1.00	2G	\$804.00	\$0.00	\$804.00
Total Onetime / Installation Charge						\$0.00
Total Monthly Recurring Charge						\$804.00

**Prices do not include taxes and fees.

Quote Acceptance Information:

By signing and accepting below via electronic signature, you are acknowledging and agreeing that:

The following shall supersede section 8 of the T&Cs related to INDEMNIFICATION – To the extent allowable by law, and without waiving any third party defenses or sovereign immunity, Customer agrees to indemnify, defend, and hold harmless Accelecom and its directors, officers, employees, affiliates, agents, and subcontractors from any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses, including reasonable attorneys' fees, arising out of or relating to (a) any breach of the Agreement by Customer; (b) a claim by an End User relating to any Services; (c) use of the Services by Customer or an End User; or (d) any cost, delay, or inability to install attributable to site access described in Section 13.4

You have the capacity and legal authority to enter into the Agreement on behalf of Customer;
You have read and understand the online Terms, which contain substantial waivers and limitations of Accelecom's liability and a mutual waiver of jury trials; and
Customer will be legally bound by the Agreement.

IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MUST NOTIFY ACCELECOM AT OPENFIBER@OPENFIBERKY.COM or 502-586-7600 PRIOR TO OR WITHIN TWENTY-FOUR (24) HOURS OF THE DATE OF THE ORDER CONFIRMATION.



Docusign Envelope ID: 91747F36-58C8-499A-9D23-8D38A4B0C58F

Linda Gorton

Authorized Signature of Customer

Paul Stewart

Linda Gorton
Mayor

Printed Name and Title

2/6/2025

Date Signed

Authorized Signature of Accelecom

BRADLEY M. KILBEY - CEO

Printed Name and Title

8/16/2024

Date Signed



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0790-24

File ID: 0790-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 381-2024

In Control: Urban County
Council

File Created: 08/13/2024

File Name: Earthlink Annual Renewal FY25

Final Action: 09/12/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a multi-year Agreement with Earthlink, Inc., to provide a redundant Internet connection for the Government Center, at a cost not to exceed \$11,700 in FY 2025, with future renewals subject to the appropriation of sufficient funds; and authorizing the Chief Information Officer, or her designee, on behalf of the Urban County Government, to execute any necessary documents related to the procurement. [Div. of Computer Services, Stewart]

Notes: Stamped and filed in the CCO. Returned to CAmille 2/6/2025. MS

Sponsors:

Enactment Date: 09/12/2024

Attachments: Legistar Memo_Earthlink, RESO 0790-24 (Earthlink, Inc. Agreement) 4871-7549-7949 v.1.docx, R-444-2024, Contract #381-2024

Enactment Number: R-444-2024

Deed #:

Hearing Date:

Drafter: Camille Brann

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0790-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a multi-year Agreement with Earthlink, Inc., to provide a redundant Internet connection for the Government Center, at a cost not to exceed \$11,700 in FY 2025, with future renewals subject to the appropriation of sufficient funds; and authorizing the

Chief Information Officer, or her designee, on behalf of the Urban County Government, to execute any necessary documents related to the procurement. [Div. of Computer Services, Stewart]

Summary

Authorization to execute the necessary documents to purchase services from Earthlink, Inc. for the purpose of providing a redundant Internet connection at the Government Center at a cost not to exceed \$11,700 annually. The Agreement will be effective starting September 1, 2024, and will end on June 30, 2027. Funds are Budgeted. (L0790-24) (Stewart/Rodgers)

Budgetary Implications: Yes

Advance Document Review:

Law: {Select **Yes**/No, Completed by [Ashleigh Bailey, 08/09/24]}

Risk Management: NA

Fully Budgeted: Yes

Account Number: 1101 202505 0001 72204

This Fiscal Year Impact: \$11,700

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: \$37,292.34



TO: Mayor Linda Gorton,
Honorable Councilmembers, Urban County Council

FROM: Paul Stewart, Director of Computer Services

DATE: August 12th, 2024

SUBJECT: Earthlink Commercial Service Agreement

Request:

Requesting Council approval to authorize the execution of the necessary documents to purchase services from Earthlink, Inc. for the purpose of providing a redundant Internet connection at the Government Center at a cost not to exceed \$11,700 annually. The agreement will be effective starting 9/1/24, and will end on 6/30/27. The initial term of the agreement is 36 months, with automatic renewal for 12 month terms thereafter. At the end of the initial term (or any subsequent renewal term), either party may give the other party written notice of its intent to terminate the agreement by providing at least 30 days' written notice.

Purpose:

LFUCG employees rely heavily on the high availability of network resources to ensure seamless communication and efficient service delivery to the residents of Lexington. These network resources enable real-time access to critical information, allowing employees to respond promptly to community needs. High availability minimizes downtime, ensuring that essential services remain uninterrupted.

Budgetary Implication:

Cost for FY25 is \$11,700.

Are the funds budgeted? Yes

1101-202505-0001-72204

File Number: 0790-24

Director/Commissioner: Stewart/Rodgers



RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR AGREEMENT WITH EARTHLINK, INC., TO PROVIDE A REDUNDANT INTERNET CONNECTION FOR THE GOVERNMENT CENTER, AT A COST NOT TO EXCEED \$11,700.00 IN FY 2025, WITH FUTURE RENEWALS SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS; AND AUTHORIZING THE CHIEF INFORMATION OFFICER, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE PROCUREMENT.

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

Section 1 - That the Mayor, on behalf of the Urban County Government, be and hereby is authorized and directed execute a multi-year Agreement, which is attached hereto and incorporated herein by reference, with Earthlink, Inc., to provide a redundant internet connection for the Government Center, at a cost not to exceed \$11,700.00 in FY 2025.

Section 2 - That the Chief Information Officer, or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary documents related to the procurement.

Section 3 - That an amount, not to exceed the sum of \$11,700.00, be and hereby is approved for payment to Earthlink, Inc., from account #1101-202505-72204, pursuant to the terms of the Agreement, with renewal contingent upon the budgeting of sufficient funds in future fiscal years.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0790-24:ANB:4871-7549-7949, v. 1

RESOLUTION NO. 444 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR AGREEMENT WITH EARTHLINK, INC., TO PROVIDE A REDUNDANT INTERNET CONNECTION FOR THE GOVERNMENT CENTER, AT A COST NOT TO EXCEED \$11,700.00 IN FY 2025, WITH FUTURE RENEWALS SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS; AND AUTHORIZING THE CHIEF INFORMATION OFFICER, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE PROCUREMENT.

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

Section 1 - That the Mayor, on behalf of the Urban County Government, be and hereby is authorized and directed execute a multi-year Agreement, which is attached hereto and incorporated herein by reference, with Earthlink, Inc., to provide a redundant internet connection for the Government Center, at a cost not to exceed \$11,700.00 in FY 2025.

Section 2 - That the Chief Information Officer, or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary documents related to the procurement.

Section 3 - That an amount, not to exceed the sum of \$11,700.00, be and hereby is approved for payment to Earthlink, Inc., from account #1101-202505-72204, pursuant to the terms of the Agreement, with renewal contingent upon the budgeting of sufficient funds in future fiscal years.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 12, 2024



MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
0790-24:ANB:4871-7549-7949, v. 1

EarthLink, LLC
COMMERCIAL SERVICE AGREEMENT
COVER PAGE

EarthLink, LLC ("EarthLink"), 980 Hammond Drive, Suite 400, Atlanta, GA 30328

CUSTOMER: LFUCG: Main Account (Annual)

PREMISES: 200 E Main St Fl 7
Lexington, KY 40507-1310

SERVICES:

Initial Service Term: Starts on the Installation Date and continues until the expiration of 36 full calendar months thereafter,

Extension Service Term: Starts at the end of the Initial Service Term and continues until the expiration of one (1) full calendar months thereafter.

1. Point-to-Point Wireless (1 Gbps)

Installation Fee: \$0.00

Monthly Service Fee: \$975.00

Estimated Installation: 30 days

("Estimated Installation" means the interval from the "Effective Date" service will be available.)

Notes:

The client requested contract language pertaining to section 9 and 15 have been approved.

Section 9 now begins with ""To the extent allowable by law, and without waiving any third party defenses or sovereign immunity,"

For Section 15, any arbitration will take place in Kentucky

This Agreement includes any terms attached hereto or incorporated by reference herein, including without limitation the EarthLink Commercial Terms and Conditions. This Agreement and all terms attached hereto or incorporated herein by reference constitute the entire agreement of the parties with respect to its subject matter, and supersede all prior oral or written agreements, understandings, representations and warranties.

Agreed to as of the Effective Date by: ("Effective Date" means the date EarthLink, LLC executes this Agreement.)

EarthLink, LLC
("EarthLink")

By:

Print: Kris Maher

Title: Sales Manager

Date:

9/4/24

LFUCG: Main Account (Annual)
("Customer")

By:

Print:

Title:

Date:

Paul Stewart
Paul Stewart

Director of Computer Services

9/4/2024

EARTHLINK COMMERCIAL TERMS AND CONDITIONS

"We", "us" and "our" refer to EarthLink, LLC. "You" and "your" refer to the customer identified on the attached Cover Page. "Terms" means these Commercial Terms and Conditions. "Agreement" means the attached Cover Page, these Terms, and any terms attached hereto or incorporated by reference in either of the foregoing. "Service(s)" refers to access services ("Access Services") you ordered on the attached Cover Page, and any other services (e.g., voice services) we provide to you. "Equipment" means hardware or software we use or provide to you in connection with Services.

1. **Our Duties.** Subject to all terms of this Agreement, we will provide you Services and you will pay for those Services. **These Terms include and incorporate by this reference our Internet Acceptable Use Policy ("AUP"), a current version of which is attached hereto as Exhibit "A", and you agree that you have reviewed, understand and agree to the AUP.** Any private line services ("Private Line"), including but not limited to Metro Ethernet private line point to point circuits, shall be provisioned as a dedicated circuit. Any traffic traversing Customer's Private Line circuit will be segmented from other customer's traffic and will not traverse the Internet. The traffic will not be subject to degradation from other customers or Internet outages.

2. **Availability of the Service.** We are not liable for Service performance issues caused in whole or in part by you, by third parties, by your equipment or by Equipment you install or maintain or have a third party install or maintain. We are not liable for adverse performance of Services during modifications, relocation, or repairs to Equipment, provided that we give you notice of such activities.

3. **Equipment.** You grant us and our agents full right and authority of entry and access, across, under and over your Premises identified on the attached Cover Page ("Premises") to install, inspect, maintain, repair and remove Equipment, and to do anything necessary with respect to the Services or Equipment, for as long as we provide Service or as long as Equipment is on the Premises. While on the Premises, we will abide by all reasonable security procedures you have in place. You represent and warrant to us that you have the authority to grant us the right and authority of entry and access under this Section. You will abide by all license agreements associated with any computer software. We may supply new or reconditioned Equipment to you. We have no liability whatsoever for any loss, damage, or expense arising out of Equipment provided by you or a third party. You will not move Equipment from the location where installed or open, tamper with, make changes to, or try to repair, Equipment without our prior written permission. You assume all risk of loss of Equipment at the Premises resulting from abuse, misuse or intentional damage of any Equipment.

4. **Charges.** Except for Installation Fees specified on the attached Cover Page, which are due and payable immediately, you will pay all charges for use of Services and Equipment in full within 25 days after receiving our invoice. If you do not notify us of a billing dispute within 14 days of receiving our invoice, you waive all rights to dispute that invoice. You will pay any local, state or federal taxes, charges or fees, including all applicable regulatory surcharges and fees, in connection with the Services, along with all third party charges, including all applicable taxes, incurred while using the Services. You will pay interest on past-due amounts at the rate of 1.5% per month until paid in full.

5. **Term.** This Agreement is effective as of the Effective Date set forth on the attached Cover Page and shall remain in effect until you no longer take any Services and all of our Equipment provided to you or installed at the Premises has been returned to us and you have paid all charges. The Initial Service Term commences on the "Installation Date", which is the date we complete the installation of Services and Equipment and the Services and Equipment are ready for your use. You may cancel Services and/or terminate this Agreement effective at the end of the Initial Service Term by providing us written notice of your intent to cancel thirty days' prior to the end of the Initial Service Term. If you do not provide such written notice, the Initial Service Term will automatically renew, and you agree that you will continue to take, and pay for, the Services, for the Extension Service Term indicated on the attached Cover Page and thereafter on a month-to-month basis; provided, however, that you may, after the end of the Extension Service Term, cancel the Services at any time by giving us thirty days' prior written notice to that effect. Upon cancellation of any Service, you will return any related Equipment (other than Equipment you bought from us) in its original condition and working order. We will use commercially reasonable efforts to complete the installation of Services and Equipment and make the Services and Equipment ready for your use on or by the Estimated Installation Date(s) set forth on the attached Cover Sheet, but we cannot guarantee Services availability on the Estimated Installation Date(s), and we will not be in breach of this Agreement, or otherwise liable, for failure of Services to be available on the Estimated Installation Date(s).

6. **Limitation of Liability.** OUR LIABILITY IS SUBJECT TO ALL TERMS OF THIS AGREEMENT. OUR TOTAL LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES OR EQUIPMENT IS LIMITED TO ACTUAL, DIRECT DAMAGES, BUT IN NO EVENT ARE WE LIABLE FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNTS YOU PAID TO US FOR SERVICES DURING THE 12 MONTHS PRIOR TO THE TIME WHEN THE LIABILITY AROSE. IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, STOCKHOLDERS, EMPLOYEES, AGENTS AND AFFILIATES BE LIABLE WITH RESPECT TO THIS AGREEMENT, ANY SERVICES OR ANY EQUIPMENT FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUES, OR LOST SAVINGS OF ANY KIND, WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. THESE LIMITS DO NOT APPLY TO DAMAGES FOR DEATH OR BODILY INJURY.

7. **No Resale; Fixed Location Use.** Services and Equipment are for your internal use only and you will not share, resell or assign the Services or any Equipment (other than Equipment you bought from us) without our prior written consent. The Services may not be moved to, or used from, any location other than the location to which the Services are first provided, without payment of new connection fees and any applicable early termination charge(s).

8. **Events of Default.** You are "in Default" if: (i) you fail to make payment when due and such failure is uncorrected for five (5) calendar days after notice by us; (ii) you breach any other provision of this Agreement and such breach is uncorrected for ten (10) calendar days after notice by us; or (iii) your use, or the use of any person accessing or using the Services or Equipment, violates, or is alleged to violate, any applicable law, rule, regulation or policy of any governmental authority. We may refuse, suspend, discontinue, or terminate Service(s) and remove Equipment and/or terminate this Agreement without notice if (a) you are in Default, or (b) Service is used in a manner that violates this Agreement or any applicable law, rule, regulation or policy of any governmental authority or affects provision of any service to you or any other users.

9. **Indemnification.** You will indemnify, defend and hold harmless us, our directors, officers, stockholders, employees, agents and affiliates from and against any liability, loss, damage, or expense arising in connection with any actual or threatened claim, action, or proceeding arising out of any act or omission by any person (other than us) accessing Services or Equipment, whether authorized by you or not, which violates, or is alleged to violate, this Agreement or any applicable law, rule, regulation or policy of any governmental authority.

10. **Self-Installation.** We will have no liability whatsoever for any inability to use the Services or Equipment due to, or damage caused by, installation, maintenance or removal of Equipment by you or a third party chosen by you. You will indemnify, defend and hold harmless us, our directors, officers, stockholders, employees, agents and affiliates from and against any liability, loss, damage, or expense in connection with claims, actions, or proceedings arising out of installation, maintenance or removal of Equipment by you or a third party chosen by you.

11. No Liability for Content. We have no responsibility for, or obligation to control, content available through the Services, and you access and use the Services and such content at your own risk. Neither we nor our directors, officers, stockholders, employees, agents or affiliates will have any liability whatsoever for claims, losses, actions, damages or proceedings relating to such content. We have the right (but not the duty) to monitor content accessed, transmitted or used by anyone accessing Services or Equipment, whether authorized by you or not, and to disclose information as necessary to satisfy any law, regulation or other governmental request, to operate the Services or to protect us or other users. We may remove any materials that we deem to be undesirable or in violation of this Agreement. Without limiting any other provision of this Agreement, you will not, and will not cause or permit any other person to, use Equipment or Services: (i) to violate, or in connection with any act or omission which violates, any law, rule, regulation or policy of any governmental authority; (ii) for any unlawful, immoral, invasive, infringing, harassing, defamatory, fraudulent, or obscene purpose; or (iii) in a manner that violates EarthLink's then-current publicly available policies regarding acceptable use of Equipment or Services (including without limitation the AUP). You will indemnify, defend and hold harmless us, our directors, officers, stock holders, employees, agents and affiliates from and against any liability, loss, damage, or expense arising in connection with a claim that use of Equipment or Services by anyone, whether authorized by you or not, infringes any right of any third party.

12. WARRANTIES. Commencing on the Installation Date, the Services will operate as substantially continuously, except for (i) regularly scheduled maintenance, (ii) maintenance required as a result of matters beyond our reasonable control, (iii) events beyond our control, or (iv) your failure to perform in accordance with this Agreement.

Service Level Agreement per Circuit	SLA Value
Service Availability with Single Lateral	99.9%
Service Availability with Diverse Dual Lateral	99.99%
Service Availability with Diverse Dual Lateral and Managed Redundancy	100%
Layer 2 Packet Loss	Less than 1%
Layer 2 Latency (One Way)	Less than 40 msec
Layer 2 Jitter (One Way)	Less than 10 msec
Mean Time-To-Repair (MTTR)	4 Hours

Upon a failure of the Services to operate as described in this Section 12, we will grant you a credit against future amounts due hereunder calculated as follows ("**Service Credit(s)**"): for each sixty (60) minute period that the Access Services are the subject of a continuous Interruption, we shall grant you a credit equal to 1/720 of the monthly recurring charge for the affected Services. To receive Service Credit(s), you must request Service Credit(s) in writing within thirty (30) days after the occurrence of the Interruption which gave rise to such Service Credit(s).

For purposes of the foregoing, "**Interruption**" means a total failure of the Services to operate as described in this Section 12. The duration of any Interruption will commence when you first report the Interruption to us and will end when the Interruption ceases. You agree to promptly: (i) notify us of any Interruption, (ii) cooperate with us in implementing any required fixes and (iii) provide us with any monitoring data used by you to determine the existence of an Interruption and its duration. Service Credits shall be your sole and exclusive remedy for any failure of the Services to operate as described in this Section 12. **EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ALL EQUIPMENT AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR CONTRACTUAL, AND ANY WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED.**

13. Access Services. You are solely responsible for backing-up all data prior to installation, inspection, maintenance, repair or removal of Equipment. We will have no liability whatsoever for any damage to your computer, software, files, data or peripherals or for breaches of your security (including access to your computer, software, data or peripherals) in connection with Access Services (excluding damages for death or bodily injury). You represent that you have reviewed the minimum technical requirements necessary to use Access Services and that computer(s) in which Equipment will be installed or which use Access Services meets these requirements. You must possess original (or equivalent) media (CD, disk, etc.) for the operating system of that computer(s) in order for installation of Access Services and related Equipment to be successful.

14. General. We are not liable if our performance is delayed or prevented by causes beyond our control such as an act of God, natural disaster or any unforeseen action by you or third parties that impairs the use of our Service or Equipment. This Agreement will be governed by the laws of the State of Georgia (without regard to its conflict of law principles) and applicable tariffs and similar documents (including any publicly available price lists) ("Tariffs"), and state and federal laws, rules, and regulations. Our obligations are subject to any applicable law, rules or regulations, and any of our or our affiliates' Tariffs or Tariffs of third parties we contract with, and in the event of a conflict between the terms of any applicable Tariff, rule, or regulation and this Agreement, the Tariff, rule, or regulation controls with respect to the conflicting provision, but all non-conflicting provisions of this Agreement continue to apply. Provisions regarding payment, limitation of liability, exclusions of warranties, arbitration and indemnification will survive termination of this Agreement. Except as provided in this Agreement, neither party may amend or modify this Agreement except by a writing signed by both parties. You may not assign any of your rights or obligations under this Agreement, or any Services or any Equipment, without our prior written consent. This Agreement, as amended from time to time, along with any orders accepted by us and any applicable Tariffs, constitute the entire agreement of the parties with respect to Services and Equipment, and supersede all prior oral or written agreements, understandings, representations and warranties. In the event of a conflict between the terms of any orders and this Agreement, this Agreement will control. Any provision of this Agreement determined by a legal authority of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the validity or enforceability of such provision in any other jurisdiction. Any additional or varying terms contained in your preprinted forms, purchase orders, correspondence or other documents transmitted to us shall be of no effect.

15. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, any Services or any Equipment shall be settled by binding arbitration in Atlanta, Georgia, administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award may be entered in any court having jurisdiction thereof. Arbitrator(s) may award costs and reasonable attorney's fees to the prevailing party, but may not award punitive damages or any damages other than actual direct damages.

Exhibit "A"

EarthLink Internet Acceptable Use Policy (AUP)

Introduction

1.1. This Acceptable Use Policy applies to all users ("End Users") of EarthLink, LLC ("EarthLink") services (the "Services"). All End Users must comply with this Internet Acceptable Use Policy ("AUP"), Services are provided to an End User on express condition that he or she agrees to comply fully with all provisions of this AUP.

1.2. EarthLink does not monitor under normal circumstances the content of any Web site, electronic mail transmission, news group, or other material created, transmitted, or accessed over or through the Services. However, we reserve the right to suspend or terminate any Services, or take any other action, if we believe that your use of the Services, in our sole discretion, may be illegal, subject EarthLink to liability, or violate this AUP. EarthLink may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. EarthLink does not accept responsibility for the content of the materials and information published by others, which are accessible through the Services, and does not accept responsibility for the violation of any laws resulting from such publication.

1.3. End Users must abide by the laws of the state and country in which they reside, including all copyright laws and regulations, tariff regulations, and export controls, treaties and international law.

1.4. Use of Services constitutes an End User's acceptance of and agreement to abide by all of the policies of EarthLink, including this AUP, as such policies may be modified by EarthLink at any time and from time to time, and to use such services for lawful purposes in compliance with all applicable laws. Use of EarthLink's services is at the risk of the End User.

Electronic Communications Privacy Act Notice (18 USC 2701-2711) EARTHLINK MAKES NO GUARANTEE OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON ITS NETWORK OR ANY OTHER NETWORK. EARTHLINK SHALL NOT BE LIABLE FOR THE PRIVACY OF E-MAIL ADDRESSES, REGISTRATION AND IDENTIFICATION, DISK SPACE, COMMUNICATIONS, CONFIDENTIAL OR TRADE-SECRET INFORMATION, OR ANY OTHER CONTENT STORED ON EARTHLINK'S EQUIPMENT, TRANSMITTED OVER NETWORKS ACCESSED BY EARTHLINK, OR OTHERWISE CONNECTED WITH USE OF THE EARTHLINK NETWORK.

Policies

2.1. EarthLink accounts may be used only by the authorized owners of the accounts, except where specifically authorized by EarthLink system administrators. Revealing your account username or password to others or allowing use of your account by others is prohibited.

2.2. Resale, trade of transfer any account without express written consent from EarthLink is prohibited. Attempting to obtain access beyond that for which a customer is authorized will be grounds for immediate termination of such customer's account.

2.3. Attempting to defeat identification procedures, gain passwords or encryption codes, penetrate security measures, circumvent user authentication or use of the EarthLink network to gain unlawful or unauthorized entry to another machine on the Internet or any other network; use of an EarthLink account to or attempt to alter or destroy data belonging to EarthLink or another user on any computer network; and use of the EarthLink system as a staging ground to "crack" other systems will be grounds for immediate termination of such customer's account.

2.4. Transmission, redistribution, reproduction or commercial exploitation of information available on EarthLink's network without the permission of its owner or in violation of applicable copyright laws or patents will be grounds for immediate termination of such customer's account.

2.5. Abusive or inappropriate use of any Service, including any behavior which disrupts the normal use of the system or Internet services of others, inhibits any user from accessing the Internet, interferes with the proper operation of EarthLink's network or impairs the availability, reliability or quality of EarthLink service for other customers will be subject to the sanctions described below.

2.6. General: It is also a violation of this AUP for any End User to affect or participate in any of the following activities:

2.6.1. exporting software or technical information in violation of U.S. export control laws;

2.6.2. making fraudulent offers of items, products, or services originating from a customer's account;

2.6.3. using non-authorized relays through any third party systems, or using or tolerating the use by others of Services as a relay for any use not permitted by this AUP;

2.6.4. "flooding" or overburdening recipient computer systems by sending a high volume of spurious data which impedes functionality or disables the recipient system, or any other methods of denial of service of another;

2.6.5. storing or distributing on EarthLink servers illegally-acquired information, programs containing malicious code, including viruses, trojans or worms or tools to comprise the security of other sites;

2.6.6. using programs such as packet sniffers, host and/or service monitoring or other similar programs;

2.6.7. engaging in any of the above activities using the service of another provider but channeling such activities through an EarthLink account or re-mailer or using EarthLink account as a mail drop for responses;

2.6.8. directing commercial advertising to groups in violation of their charters;

2.6.9. publishing or distributing obscene or defamatory materials; and

2.6.10. willfully violating the posted Acceptable Use Policy of any Internet Service Provider (ISP) or network.

2.6.11. Illegal use. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable federal, state, local or international law, or any rules or regulations promulgated there under, or permitting any other person to do any of the foregoing, whether through action or inaction.

2.6.12. Harm to minors. Using the Services to harm, or attempt to harm, minors in any way.

2.6.13. Threats. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.

2.6.14. Harassment. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.

2.6.15. Fraudulent acts. Using the Services to make fraudulent offers to sell or buy goods or services or to conduct any type of financial scam, including without limitation "pyramid schemes," "Ponzi schemes," and "chain letters."

2.7.16. Unsolicited messaging. Using the Services to transmit or facilitate any unsolicited advertising or promotional messaging, or bulk messaging, including but not limited to email and instant messages.

2.7.17. Forgery or impersonation. Adding, removing or modifying identifying network header information to deceive or mislead, or to impersonate any person (excluding using anonymous remailers or nicknames not intended to impersonate and deliberately misleading headers ("munging" headers) in news postings to safeguard against spam email address collectors).

2.7.18. Unauthorized access. Using the Services to access, or attempt to access, accounts of others, or to penetrate, or attempt to penetrate, security systems of EarthLink or any other organization, or to access or attempt to access the communications network of EarthLink or any other organization without authority, whether or not such actions disrupt or affect any data or other information.

2.7.19. Copyright or trademark infringement. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of another, including without limitation, unauthorized copying of copyrighted material, digitization and distribution of photographs from publications, web sites, or other copyrighted sources, and unauthorized transmission of copyrighted software.

2.7.20. Collection of personal data. Using the Services to collect, or attempt to collect, personal information about others without their knowledge or consent.

2.7.21. Network disruptions. Using the Services in any manner which adversely affects the ability of other people or systems to use the Services, including without limitation "denial of service" (DoS) attacks against another network host or user, interfering with or disrupting use or enjoyment of the Services by other users, or tampering with any network equipment (whether in or out of the site of use).

2.8. Email, Newsgroups and Internet Relay Chat

2.8.1. Email is a person-to-person medium and not a broadcast medium. Harassing others by "mail-bombing" or "spamming", which constitutes sending the same or substantially similar unsolicited electronic mail messages to a large number of recipients, or more than ten (10) similar mail messages to the same email address, or 10Mb of data to a newsgroup is grounds for termination of a customer's account. Threatening bodily harm or property damage to individuals or groups, for example, making terrorist threats is also strictly prohibited and is grounds for termination.

2.8.3. Certain restrictions relating to newsgroup postings have been established by Usenet and are respected by EarthLink. Customers of EarthLink unconditionally agree to abide by such restrictions, protocols and policies in using their accounts.

2.8.4. The following activities are specifically prohibited by EarthLink in connection with the use of email, newsgroup or IRC services:

2.8.4.1. distributing malicious software which contributes to or assists in "mail-bombing" or "spamming";

2.8.4.2. sending unsolicited, junk or chain letter email for the purpose of advertising or soliciting, or using EarthLink Internet's email address to collect responses from unsolicited email;

2.8.4.3. attempting to impersonate any person, using forged email or Usenet headers or other identifying information;

2.8.4.4. using a news server for software distribution, cross-posting messages to more than 10 newsgroups and posting off-topic messages and advertising to newsgroups;

2.8.4.4. posting frivolous, excessively vulgar or repetitious messages to newsgroups;

2.8.4.5. posting binary or excessively large unrelated text files to non-binary newsgroups;

2.8.4.6. installing "auto-responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt newsgroups or email use by others;

2.8.4.7. transmitting blanket postings to all or large numbers of newsgroups simultaneously without regard to the newsgroups' topics; and

2.8.4.8. using IRC bots in violation of any accepted policies on IRC servers.

2.8.4.9. Posting to any newsgroup in violation of a group's charter, published guidelines, FAQs, "community standards", other "netiquette" standards, this AUP, or any law or regulation, including without limitation continued posting of off-topic articles or advertisements, deleting or canceling another's posting. We reserve the right to delete or cancel any posting which violates this AUP.

If you decide to use our service to offer any public information service, such as running a web server or FTP server, you will experience a diminution in performance. We are not responsible for any diminution of service resulting from your operation of such public information services.

End User Responsibilities

3.1. All End Users who publish materials and information which are accessible through the Services are solely responsible for the content of such materials and information and are solely responsible for compliance with all laws applicable to the publication of such materials and information.

3.2. Each EarthLink account holder is responsible for charges incurred by others to whom the account holder has given its username and/or password, and for charges incurred by a person who has obtained such account holder's username and/or password prior to such account holder's notification to EarthLink of such fact.

3.3. EarthLink customers are solely responsible for all traffic emanating from their networks.

3.3. Each End User is responsible for ensuring that his or her site of use and computer and other network facilities at the End User's premises are protected against unauthorized access and are continuously configured in a secure manner. If an End User is provided a password or other security device by which to access or use the Services, the End User shall safeguard and maintain the integrity and confidentiality of such password or security device.

3.4. Also, each account holder must immediately notify EarthLink of any unauthorized use of such account holder's account, of any breach or attempted breach of security, if it is believed that such account holder's password has been compromised or of any other violations of this AUP.

Actions by EarthLink for Noncompliance or Violation

4.1. Use of an EarthLink account or service in an illegal manner is grounds for immediate termination of such account. End Users should be aware that EarthLink views such activities very seriously and may disclose prohibited activities to law enforcement agencies, including the Federal Bureau of Investigation, with whom EarthLink will fully cooperate. EarthLink will cooperate with appropriate law enforcement agencies involved in investigating instances that may be reported to such authorities by subscribers or other users who believe they are being subjected to potentially unlawful harassment.

4.2. EarthLink reserves the right to conduct its own investigation of suspected violations of this AUP.

4.3. Each account holder understands and acknowledges that EarthLink has the right to terminate any account for any reason that EarthLink interprets as a violation of this AUP and such account holder will be liable for any and all costs incurred by EarthLink as result of such violation.

4.4. EarthLink will review alleged violations of this AUP on a case-by-case basis. Violations, which are not promptly remedied, may result in disciplinary action, including referral to appropriate authorities for civil or criminal prosecution. EarthLink's decisions in all such matters are final. EarthLink does not assume any liability to any account holders, users or others for its failure to enforce this AUP.

4.5. Nothing herein is to be construed to limit EarthLink's remedies in any way, to recover costs, identify and remove offenders, levy cancellation charges or pursue any other remedies at law or in equity.

4.6. EarthLink may take any one or more of the following actions in response to a reported violation of this AUP:

issue verbal or written warnings to the offending End User.

suspend the End User's Services.

terminate the End User's Services.

invoice the End User for administrative costs and expenses associated with his or her violation of this AUP, all of which costs and expenses shall be paid by the End User in full within twenty-five (25) days of invoice date.

bring legal action against the End User to enjoin violations and/or to collect damages, if any, caused by violations, without prejudice to any other rights at law or in equity which EarthLink may have against the End User or any other party.

EARTHLINK RESERVES THE RIGHT TO MODIFY THIS POLICY AT ANY TIME AND FROM TIME TO TIME WITHOUT NOTICE.

Version: Version 1.0

Date: November 2004



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0791-24

File ID: 0791-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 241-2024

In Control: Urban County
Council

File Created: 08/13/2024

File Name: Prime AE PSA

Final Action: 09/12/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Services Agreement with Prime AE, pursuant to RFP No. 36-2024, for post-construction bike and pedestrian user counts and reporting services for the Town Branch Commons Corridor, at a cost not to exceed \$69,400. [Mayor's Office, Peacher]

Notes: In office 9/12/2024. MS

Stamped and filed in CCO, copy sent to Brandu Peacher via interoffice.
9.16 AA

Sponsors:

Enactment Date: 09/12/2024

Attachments: BSMemo_Prime AE PSA_8.2024, RESO 0791-24
Prime AE Agreement 4860-4425-8779 v.1.docx,
R-445-2024, Contract #241-2024

Enactment Number: R-445-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0791-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Services Agreement with Prime AE, pursuant to RFP No. 36-2024, for post-construction bike and pedestrian user counts and reporting services for the Town Branch Commons Corridor, at a cost not to exceed \$69,400. [Mayor's Office, Peacher]

Summary

Authorization to execute a professional services Agreement with Prime AE, pursuant to RFP No. 36-2024, for post-construction bike and pedestrian user counts and reporting services for the Town Branch Commons Corridor for a Contracted cost of \$69,400 over three years.

(L0791-24) (Peacher/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [David Barberie, 8/13/2024]}

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

Fully Budgeted [select]: Yes

Account Number: 2608-133001-001-91715

This Fiscal Year Impact: \$69,400.00

Annual Impact: \$N/A

Project: TWNBR_PARK_2018

Activity: Prof_SRV

Budget Reference:

Current Balance: \$97,242.05



TO: Linda Gorton, Mayor
Urban County Council

FROM: Brandi Peacher
Director of Project Management

DATE: August 13, 2024

SUBJECT: Authorization to execute a professional services agreement with Prime AE for post-construction bike and pedestrian user counts and reporting services for the Town Branch Commons Corridor.

Request:

Authorization to execute a professional services agreement with Prime AE for post-construction bike and pedestrian user counts and reporting services for the Town Branch Commons Corridor for a contracted cost of \$69,400 over three years.

Why are you requesting?

Lexington-Fayette Urban County Government (LFUCG) received funding through the Transportation Investment Generating Economic Recovery (TIGER) program through the Federal Highways Administration (FHWA) for the development of pedestrian and bike infrastructure resulting in the Town Branch Commons Corridor. As part of the executed grant agreement, the project necessitates post-construction bike and pedestrian user counts to evaluate the project's impact and effectiveness from 2025 through 2027.

Prime AE was chosen as the most qualified candidate to provide user counts and reporting services along the Town Branch Commons Corridor. They were competitively selected by Request for Proposals (RFP) 36-2024.

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

The cost for this FY is: \$69,400

The cost for future FY is: none

Are the funds budgeted? Yes

Account number: 2608-133001-001-91715-TWNBR_PARK_2018-Prof_SRV

File Number: 0791-24

Director/Commissioner: Peacher/Scott



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PRIME AE, PURSUANT TO RFP NO. 36-2024, FOR POST-CONSTRUCTION BIKE AND PEDESTRIAN USER COUNTS AND REPORTING SERVICES FOR THE TOWN BRANCH COMMONS CORRIDOR, AT A COST NOT TO EXCEED \$69,400.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Professional Services Agreement, which is attached hereto and incorporated herein by reference, with Prime AE, pursuant to RFP No. 36-2024, for post-construction bike and pedestrian user counts and reporting services for the Town Branch Commons Corridor.

Section 2 – That an amount, not to exceed the sum of \$69,400.00, be and hereby is approved for payment to Prime AE, from account #2608-133001-91715, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0791-24:TAH:4860-4425-8779, v. 1

RESOLUTION NO. 445 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PRIME AE, PURSUANT TO RFP NO. 36-2024, FOR POST-CONSTRUCTION BIKE AND PEDESTRIAN USER COUNTS AND REPORTING SERVICES FOR THE TOWN BRANCH COMMONS CORRIDOR, AT A COST NOT TO EXCEED \$69,400.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Professional Services Agreement, which is attached hereto and incorporated herein by reference, with Prime AE, pursuant to RFP No. 36-2024, for post-construction bike and pedestrian user counts and reporting services for the Town Branch Commons Corridor.

Section 2 – That an amount, not to exceed the sum of \$69,400.00, be and hereby is approved for payment to Prime AE, from account #2608-133001-91715, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: September 12, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0791-24:TAH:4860-4425-8779, v. 1

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 12th day of Sept. 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 Prime AE, a Kentucky corporation, ("Organization") with offices located at 651 Perimeter Dr, Suite 300, Lexington, Kentucky 40517. LFUCG intends to proceed with the Town Branch Commons Corridor, TIGER grant post-construction bike and pedestrian user counts and reporting as outlined in Request for Proposals No. 36-2024.

WITNESSETH

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

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on January 1, 2025 and shall last for a period of 3 year(s) 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" – Request for Proposals
 - b. Exhibit "B" – Addendum of Services
 - c. Exhibit "C" – Prime AE RFP Submittal

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

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "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 Sixty-Nine Thousand Four-Hundred Dollars (\$69,400) for the performance of the Services. Payments shall be made in two installments annually, for a total of 6 payments, as set forth in Exhibit B. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of

LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of 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. 36-2024 attached hereto and copied below. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

INDEMNITY:

1. It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
2. CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
3. In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
4. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
5. LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

6. Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

INSURANCE: Organization shall maintain for the duration of this Agreement:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Professional (E&O) Liability	\$1 million per claim

The policies above shall contain the following conditions:

- a) All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b) The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c) LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d) Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

RENEWALS: After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

SAFETY & 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 & COVERAGE:

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 & 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:

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.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

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

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

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or

agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

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

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:

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.

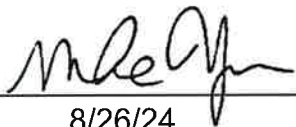
LEXINGTON-FAYETTE URBAN
 COUNTY GOVERNMENT

BY: 
 LINDA GORTON, MAYOR

ATTEST:


 Clerk of the Urban County Council

ENTITY

BY: 
8/26/24

ATTEST:



WITNESS: _____

DATE: 8/27/24



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0792-24

File ID: 0792-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/13/2024

File Name: Sheriff's 2023 Property Tax Settlement and Quietus

Final Action: 09/12/2024

Title: A Resolution approving the Fayette County Sheriff's Settlement - 2023 Property Taxes, for taxes collected as of April 15, 2024, and granting the Sheriff a Quietus. [Dept. of Finance, Hensley]

Notes:

Sponsors:

Enactment Date: 09/12/2024

Attachments: Memo Sheriff's 2023 Prop Tax Settlement & Quietus,
0792-24- 2023 Sheriff Quietus 4855-2215-5485
v.1.docx, R-446-2024

Enactment Number: R-446-2024

Deed #:

Hearing Date:

Drafter: Robin Adams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0792-24

Title

A Resolution approving the Fayette County Sheriff's Settlement - 2023 Property Taxes, for taxes collected as of April 15, 2024, and granting the Sheriff a Quietus. [Dept. of Finance, Hensley]

Summary

Authorization to approve the Fayette County Sheriff's Settlement - 2023 Property Taxes, for taxes collected as of April 15, 2024, and June 15, 2024, and Grant the Sheriff a Quietus.
Funds were Budgeted and paid for in FY 2024. (L0792-24) (Hensley)

Budgetary Implications: No

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: \$0 (Funds were Budgeted and paid in FY24 Budget)

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance:



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

FROM: 
Erin Hensley, Commissioner of Finance

DATE: August 13, 2024

SUBJECT: Sheriff's 2023 Property Tax Settlement & Quietus

Request

Authorization to: Approve the Fayette County Sheriff's Settlement – 2023 Taxes, for taxes collected as of April 20, 2023 through April 15, 2024 and December 1, 2023 through June 15, 2024 and to grant the Sheriff a Quietus. The settlement indicates that all taxes collected were appropriately accounted for and remitted.

Why are you requesting?

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

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

The cost for this FY is: \$0 (This was budgeted and paid in FY24 Budget)

The cost for future FY is: \$0

Are the funds budgeted?

The funds are budgeted

Account number:

File Number: 0792-24

Commissioner: Hensley



RESOLUTION NO. _____ - 2024

A RESOLUTION APPROVING THE FAYETTE COUNTY SHERIFF’S SETTLEMENT – 2023 PROPERTY TAXES, FOR TAXES COLLECTED AS OF APRIL 15, 2024, AND GRANTING THE SHERIFF A QUIETUS.

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

Section 1 - That the Fayette County Sheriff’s Settlement – 2023 Property Taxes, which is attached hereto and incorporated herein by reference, for taxes collected as of April 15, 2024, be and hereby is approved, and that the Sheriff be granted a Quietus in connection with her tax settlement.

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
0792-24:EPT:4855-2215-5485, v. 1

RESOLUTION NO. 446 - 2024

A RESOLUTION APPROVING THE FAYETTE COUNTY SHERIFF'S SETTLEMENT – 2023 PROPERTY TAXES, FOR TAXES COLLECTED AS OF APRIL 15, 2024, AND GRANTING THE SHERIFF A QUIETUS.

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

Section 1 - That the Fayette County Sheriff's Settlement – 2023 Property Taxes, which is attached hereto and incorporated herein by reference, for taxes collected as of April 15, 2024, be and hereby is approved, and that the Sheriff be granted a Quietus in connection with her tax settlement.

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

PASSED URBAN COUNTY COUNCIL: September 12, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0792-24:EPT:4855-2215-5485, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0794-24

File ID: 0794-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/14/2024

File Name: Sole Source Agreement with Zonar Systems

Final Action: 09/12/2024

Title: A Resolution authorizing the Div. of Waste Management to purchase electronic vehicle inspection reporting software and other services from Zonar Systems, LLC., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Zonar Systems, LLC, related to the procurement at a cost not to exceed \$82,625. [Div. of Waste Management, Howard]

Notes:

Sponsors:

Enactment Date: 09/12/2024

Attachments: Zonar memo for bluesheet 82650, 794-24 zonar
4879-3420-7965 v.1.docx, R-447-2024

Enactment Number: R-447-2024

Deed #:

Hearing Date:

Drafter: Mason Coffey

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0794-24

Title

A Resolution authorizing the Div. of Waste Management to purchase electronic vehicle inspection reporting software and other services from Zonar Systems, LLC., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Zonar Systems, LLC, related to the procurement at a cost not to exceed \$82,625. [Div. of Waste Management, Howard]

Summary

Authorization for the Div. of Waste Management to purchase electronic vehicle inspection reporting software, hardware, data plans, and professional services from Zonar Systems, LLC, a sole source provider, and to execute any necessary Agreement with Zonar Systems, LLC, related to the procurement. Funds in the amount of \$82,625.00 are Budgeted.
(L0794-24) (Howard/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: {Select Yes/No, Completed by [Attorney Name, Date]}

Risk Management: NA

Fully Budgeted: **Yes**

Account Number: 1115-303501-0001-71208 - \$62,000.00

1115-303501-0001-76102 - \$20,625.00

This Fiscal Year Impact: \$82,625.00

Annual Impact: \$

Project:

Activity:

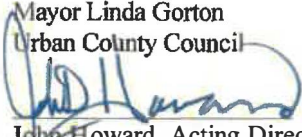
Budget Reference:

Current Balance: fully Budgeted



MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: 
John Howard, Acting Director
Division of Waste Management

DATE: August 21, 2024

SUBJECT: Request Council Authorization to purchase electronic vehicle inspection reporting (EVIR) software, hardware, data plans, and professional services from Zonar Systems, LLC, a sole source provider, and to execute any necessary agreement with Zonar Systems, LLC, related to the procurement.

Request: The purpose of this memorandum is to request approval to purchase Electronic Vehicle Inspection Reporting (EVIR) software, hardware, data services and professional services from Zonar Systems, LLC, a sole source provider, to fulfill current Department of Transportation (DOT) regulations for pre and post trip inspections of the Waste Management heavy duty fleet.

Authorization to: Approve purchase agreements with Zonar Systems, LLC.

Why are you requesting? Zonar Systems, LLC is the sole supplier of the Electronic Vehicle Inspection Reports (EVIR) System for the Division. Zonar units are in every heavy-duty WM vehicle and are used to conduct inspections to determine the availability of trucks for route assignments and to fulfill Federal DOT regulations.

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

The cost for the this budget year is:

\$82,625 The cost for future budget years is:

N/A

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process: Yes

Account Number: 1115-303501-0001-71208 - \$62,000.00

1115-303501-0001-76102 - \$20,625.00

cc: Nancy Albright, Commissioner- EQPW



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WASTE MANAGEMENT TO PURCHASE ELECTRONIC VEHICLE INSPECTION REPORTING SOFTWARE AND OTHER SERVICES FROM ZONAR SYSTEMS, LLC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ZONAR SYSTEMS, LLC, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$82,625.00.

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

Section 1 - That the Division of Waste Management is authorized to purchase electronic vehicle inspection reporting software and other services from Zonar Systems, LLC., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Zonar Systems, LLC., related to the procurement.

Section 2 - That an amount, not to exceed the sum of \$82,625.00, be and hereby is approved for payment to Zonar Systems, LLC., \$62,000.00 from account #1115-303501-71208 and \$20,625.00 from account #1115-303501-76102

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
794-24:MRS:4879-3420-7965, v. 1

RESOLUTION NO. 447 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WASTE MANAGEMENT TO PURCHASE ELECTRONIC VEHICLE INSPECTION REPORTING SOFTWARE AND OTHER SERVICES FROM ZONAR SYSTEMS, LLC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ZONAR SYSTEMS, LLC, RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$82,625.00.

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

Section 1 - That the Division of Waste Management is authorized to purchase electronic vehicle inspection reporting software and other services from Zonar Systems, LLC., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Zonar Systems, LLC., related to the procurement.

Section 2 - That an amount, not to exceed the sum of \$82,625.00, be and hereby is approved for payment to Zonar Systems, LLC., \$62,000.00 from account #1115-303501-71208 and \$20,625.00 from account #1115-303501-76102

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

PASSED URBAN COUNTY COUNCIL: September 12, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

794-24:MRS:4879-3420-7965, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0795-24

File ID: 0795-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 270-2024

In Control: Urban County
Council

File Created: 08/14/2024

File Name: Purchase of Service Agreement with
Lexington-Fayette Animal Care and Control, LLC

Final Action: 09/12/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement and related Lease Agreement, with Lexington-Fayette Animal Care and Control, LLC, for animal control services, at a cost not to exceed \$2,046,000. [Dept. of Public Safety, Armstrong]

Notes: Stamped and filed in the CCO. Returned to Eric Hobson via scans 10/7/2024. MS

Sponsors:

Enactment Date: 09/12/2024

Attachments: Blue Sheet Memo FY'25, Reso 0795-24 LFACC
Contract Renewal 4863-8168-6490 v.1.docx,
R-448-2024, Contract #270-2024

Enactment Number: R-448-2024

Deed #:

Hearing Date:

Drafter: Sandra Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0795-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement and related Lease Agreement, with Lexington-Fayette Animal Care and Control, LLC, for animal control services, at a cost not to exceed \$2,046,000. [Dept. of Public Safety, Armstrong]

Summary

Authorization to enter into a 12-month Purchase of Service Agreement and related Lease Agreement for animal control services with Lexington-Fayette Animal Care and Control, LLC beginning on July 1, 2024, at a cost of \$2,046,000. Funds are Budgeted. (L0795-24) (Armstrong)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, 8/2/24

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505002-0001-71299

This Fiscal Year Impact: \$2,046,000.00

Annual Impact: Unknown based on future requests from Lexington-Fayette Animal Care and Control, LLC.

Project:

Activity:

Budget Reference:

Current Balance: Funds are Budgeted



TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Ken Armstrong, Commissioner of Public Safety

DATE: August 14, 2024

SUBJECT: Purchase of Service Agreement with Lexington-Fayette Animal
Care and Control, LLC

Request: To request approval of the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC

Authorization to: Enter into a 12-month Purchase of Service Agreement and related Lease Agreement for animal control services with Lexington-Fayette Animal Care and Control, LLC beginning on July 1, 2024.

Why are you requesting? Lexington-Fayette Urban County Government provides funding for Lexington-Fayette Animal Care and Control, LLC.

Department needs this action completed because: The contract for last fiscal year has expired. Budget must be in place before preparation of contract for new fiscal year.

The cost for this FY is: \$2,046,000.00

The cost for future FY is: Unknown based on future requests from Lexington-Fayette Animal Care and Control, LLC

Are the funds budgeted? Yes.

The funds are budgeted or a budget amendment is in process: Funds are budgeted for FY 2025.

Account number: 1101-505002-0001-71299

File Number: 0795-24

Director/Commissioner: Ken Armstrong, Commissioner of Public Safety



RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT AND RELATED LEASE AGREEMENT, WITH LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC, FOR ANIMAL CONTROL SERVICES, AT A COST NOT TO EXCEED \$2,046,000.00.

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 a Purchase of Service Agreement and related lease agreement, which are attached hereto and incorporated herein by reference, with Lexington-Fayette Animal Care and Control, LLC, for Animal Control Services, at a cost not to exceed \$2,046,000.00.

Section 2 – That an amount, not to exceed the sum of \$2,046,000.00, be and hereby is approved for payment to Lexington-Fayette Animal Care and Control, LLC, from account # 1101-505002-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0795-24:GET:4863-8168-6490, v. 1

RESOLUTION NO. 448 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT AND RELATED LEASE AGREEMENT, WITH LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC, FOR ANIMAL CONTROL SERVICES, AT A COST NOT TO EXCEED \$2,046,000.00.

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 a Purchase of Service Agreement and related lease agreement, which are attached hereto and incorporated herein by reference, with Lexington-Fayette Animal Care and Control, LLC, for Animal Control Services, at a cost not to exceed \$2,046,000.00.

Section 2 – That an amount, not to exceed the sum of \$2,046,000.00, be and hereby is approved for payment to Lexington-Fayette Animal Care and Control, LLC, from account # 1101-505002-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

September 12, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL
0795-24:GET:4863-8168-6490, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, is made and entered into on the 27 day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS chapter 67A (hereinafter Government) on behalf of its Department of Public Safety (hereinafter Sponsor), and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC**, a Kentucky limited liability company (hereinafter Organization), with offices located at 1600 Old Frankfort Pike, Lexington, KY 40504;

WITNESSETH:

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

1. Government hereby retains Organization for the period beginning on July 1, 2024, and continuing for a period of twelve (12) months from the date.
2. Government shall pay Organization the sum of Two Million Forty-six Thousand Dollars (\$2,046,000.00) for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference, one-twelfth (1/12) of which shall be payable on or before the fifteenth day of each month, July-June, inclusive.
3. Government shall lease thirteen (13) vehicles to Organization as further consideration for the services required by this Agreement. Said vehicles shall only be used for purposes of animal control, shall be leased to Organization for use during the term and for the purposes authorized by this Agreement and shall be subject to the additional terms of a lease agreement between the parties.
4. Organization shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein.
5. Organization shall keep itself informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall defend, indemnify, and hold harmless Government, its officers, agents and employees against any liability arising from or based on violation or alleged violation of any such laws, ordinances or regulations.
6. Organization represents that it has filed federal, state and local income tax returns required by law in the legally prescribed time and manner. Upon request, Organization will provide copies of all executed originals of the aforementioned tax returns filed for Organization's most recent or current tax year.

7. Organization shall, at the end of each month and by no later than the fifteenth (15th) working day of the succeeding month, on such forms as the Sponsor shall provide, submit to Sponsor: a report containing, for each of the services enumerated in the Addendum attached hereto, which were provided in the preceding month, (a) a description of the services provided, including the quantity of services provided, and (b) any monies collected on behalf of the Urban County Government with an invoice requesting payment. Any and all provisions of the Agreement to the contrary notwithstanding, the compensation of the Organization for each month of the Agreement shall not be paid unless and until Organization submits the monthly report and invoice required hereunder.
8. Books of accounts related to this Agreement shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transaction of Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to Organization, shall be maintained at the principal place of business of Organization set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of Organization at all reasonable times and, if it desires, it may have the books and papers of Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.
9. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by Organization. Government should have reasonable access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.
10. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, and shall promote equal opportunity in employment through a positive, continuing program of equal opportunity employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
11. Organization shall adopt a written sexual harassment policy. Which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure that provides for a confidential investigation of all complaints. The policy shall be given to all employees and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the Commissioner of the Department of Public Safety for review within thirty (30) days of the execution of this Agreement.
12. Unless either party, not less than ninety (90) days prior to June 30, 2025, gives the other party notice in writing that this Agreement shall not be extended, the Agreement shall

automatically be extended for successive periods of three (3) months each upon the expiration of each period, upon the same terms and conditions as are contained herein, unless either party shall, not less than ninety (90) days preceding the termination of any period, give the other party notice in writing that this Agreement shall not be so extended.

13. This instrument and the Addendum incorporated herein contain the entire agreement between the parties and no statement, promise or inducement made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.
14. The Organization agrees that all revenue and expenditures shall be audited annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. Such audit may be performed in conjunction with and as part of an audit of the Lexington Humane Society, or independently, in the discretion of the Organization. A copy of the audit shall be submitted to Government within ten (10) days of completion.
15. Organization agrees that it shall apply all funds received by it from Government in accordance with the following investment policy guidelines:
 - a. Objectives—Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law regulations and these Policies.
 - b. Investment Funds Managements—The governing board may elect to either:
 - i. Manage its investment through its president where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the president and the operating staff;
 - Or
 - ii. Utilize the professional investment management facilities of a local bank and trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.
 - c. Investment Policies—Safety and Prudence.
 - i. Short-term liquidity funds shall be invested in “riskless” investments, i.e., deposits in KY commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities

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

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

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

- ii. Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.
 - iii. All investments shall be reviewed monthly by a finance or investment committee of the agency.
 - iv. Local brokerage firms may hold and invest funds provided that investments are located within KY and are fully insured.
16. Any notice or consent required to be given by or on behalf of either party upon the other shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Notice shall be sent to the Government at the following:

Lexington-Fayette Urban County Government
Attn: Commissioner of Public Safety
200 East Main Street
Lexington, KY 40507

Notice shall be sent to the Organization at the following:

Lexington-Fayette Animal Care and Control, LLC
1600 Old Frankfort Pike
Lexington, KY 40504

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

[Signatures on next page]

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY:



Linda Gorton, Mayor

LEXINGTON-FAYETTE ANIMAL CARE
AND CONTROL, LLC

BY: LEXINGTON HUMANE SOCIETY,
ITS MEMBER

BY:



Susan M. Malcomb, President

BY:



Rebecca Sherman, Chairperson
Board of Directors

ADDENDUM

1. Organization shall operate the Urban County Government's animal care and control program.
2. Pursuant to Lexington-Fayette Urban County Government Code of Ordinances (the "Code") Section 4-22(a), Organization shall provide and maintain an animal shelter as the urban-county animal shelter and designated licensing facility for Government's use. The animal shelter and designated licensing facility shall comply with all applicable federal, state and local laws.
3. In compliance with all applicable federal, state and local laws, Organization shall employ and maintain a staff of animal control officers for the pick-up and handling of animals within Fayette County in accordance with Code Sections 4-2 through 4-10.1, 4-11.1 (to the extent facilities and qualified staff are available for enforcement of Section 4-11.1), 4-12.2, 4-12.3, 4-12.4, 4-12.5, 4-13, 4-13.1, 4-14, 4-16 through 4-22 (excluding the provisions in Section 4-21.1 and 4-21.2 related to the implementation of the Spay and Neuter Grant Program, but including the enforcement provisions thereof), and Article III of Chapter 4 as it relates to the mistreatment of horses. Organization will assist, to the best of its ability, with emergency situations involving natural disaster and other large-scale events as outlined in the MOU with Lexington-Fayette Urban County Government (LFUCG). The staff shall include a minimum of ten individuals with animal control authority at all times. Exceptions to the minimum staff requirement are authorized for reasonable periods to accommodate normal employee turnover.
4. Due to the nature of the duties involved and possibility of conflict between Organization's employees and the general public, Organization shall make every reasonable effort to train and counsel employees so that they are able to conduct themselves in a courteous and professional manner while carrying out their duties.
5. Organization shall employ sufficient personnel to respond to requests for services during regular business hours and after-hours in response to emergency calls. Emergency calls are defined as calls involving injured animals when the location and type of animal involved is provided, police or fire assistance with animals or animal bite cases when police or fire personnel remain on scene with the animal until the Organization responds, and livestock running at-large. Organization shall not be required to respond to citizen requests after 11:00pm on Monday through Saturday and after 6:00pm on Sunday.

6. Organization shall provide for response to emergency calls from the Government's Division of Police and Division of Fire and Emergency Services on a 24-hour daily basis, including weekends and holidays.
7. Organization shall maintain an office at least six hours per day, six days per week, exclusive of legally declared urban county government holidays, for the purpose of returning to owners animals picked up or received by Organization, collecting fees, and issuing licenses.
8. Under normal circumstances and when determined by Organization to be necessary and feasible, Organization shall provide for patrols to seek out and capture animals running at-large within the county. Organization shall establish the routes of said patrols in an effort to provide more frequent coverage of those areas that prove to be problem areas.
9. Organization shall make a reasonable effort to notify the owner of any properly tagged or microchipped animal that it picks up or receives prior to the transfer or euthanasia of the animal.
10. Organization shall, in addition to other duties enumerated herein, assist the public in capturing loose dogs, injured animals and animals that pose a threat to public safety; capture and impound, for the purpose of quarantining, any dog, cat or ferret which has bitten someone. Organization's duty to assist the public in capturing loose animals extends only to assistance serving a public purpose, not on private property. Accordingly, Organization is not required to assist the public in capturing wildlife (as defined by KRS 150.010(41), including animals such as ducks, geese, squirrels, skunks, raccoons or opossums) that is a private nuisance or inconvenience and does not pose a risk to public health or safety.
11. Organization shall collect and remit to the Urban County Government twenty-five dollars (\$25.00) of the pick-up fee for livestock and fowl set forth in Section 4-21 (c) of the code and shall maintain records indicating the number of and type of animal picked up, the disposition of said animals, and the amount received therefore.
12. Organization shall collect the redemption fee set forth in Section 4-21 (d) of the code for impounded dogs and cats, twenty-five dollars (\$25.00) of which shall be remitted to the Urban County Government and the balance of which shall be used for the Spay and Neuter Grant Program.
13. Organization shall act as Government's agent for the issuance of animal licenses and may retain six dollars (\$6) of the fee for each altered dog or cat license and ten

dollars (\$10) for each unaltered dog or cat license that it (or its agent) issues pursuant to Section 4-12.3(e) of the Code.

Discrimination and Harassment

LFACC is committed to providing a work environment free of all forms of discrimination and harassment based upon race, sex, color, religion, national origin, age, disability, marital status, veteran status or any other legally protected status. As an associate, you have an obligation to refrain from discrimination and harassment. Harassment is verbal or physical conduct that denigrates or shows hostility or aversion towards a person because of sex, color, race, religion, national origin, marital status, veteran status, age or any other protected category. It includes but is not limited to epithets, slurs or negative stereotyping, threatening, hostile or intimidating acts, and written or graphic material that denigrates or shows aversion towards a person.

HARASSMENT RELIEF

Associates who feel they have been subjected to harassment or know of harassment existing in the workplace, must immediately contact Human Resources and report the facts. All complaints of harassment will be promptly and thoroughly investigated. No adverse action will be taken against any associate who makes a good-faith report of harassment, and retaliation of any kind against such an associate will not be tolerated.

With respect to sexual harassment, LFACC prohibits unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, as well as offensive comments, jokes, innuendoes, and other sexually oriented statements. Examples include, but are not limited to:

- Touching, rubbing, or brushing against another's body
- Violating someone's "personal space"
- Whistling or "cat calling"
- Lewd, off-color, sexually oriented comments or jokes
- Foul or obscene language that is lewd or off-color
- Leering, staring, stalking
- Suggestive or sexually explicit posters, calendars, photographs, etc.
- Unwanted or offensive letters or poems
- Offensive e-mail, voice mail or text messages, and/or
- Any other conduct or behavior deemed inappropriate by LFACC

Any associate who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable, the associate feels uncomfortable or believes it would be inappropriate to contact the person, the associate should contact Human Resources. Associates can raise concerns and make reports without fear of reprisal.

Supervisors and managers at all levels are responsible for ensuring the LFACC work environment is free from sexual and other forms of harassment. If they learn of sexual harassment, whether through an employee complaint, personal observation, or any other source, they have an affirmative obligation to report such information to Human Resources immediately. All efforts will be made to maintain the privacy and confidentiality of any incidents reported and investigated. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action up to and including termination.

All harassment investigations will be handled in as confidential a manner as possible, consistent with a thorough investigation, and only those persons necessary for the investigation and resolution of the complaint will be given necessary information regarding the case. After concluding the investigation, Human Resources will ordinarily contact the complaining associate to advise him/her with respect to the resolution of the matter. Any affected associate should immediately report any recurrence of harassment or retaliation of any kind to Human Resources.

VEHICLE LEASE AGREEMENT

THIS VEHICLE LEASE AGREEMENT is made and entered into as of the 7 day of October, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of KY pursuant to KRS Chapter 67A (hereinafter "Government") on behalf of its Department of Public Safety, 200 East Main Street, Lexington, KY and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC**, a KY limited liability company (hereinafter "Organization"), with offices located at 1600 Old Frankfort Pike, Lexington, KY;

WITNESSETH

WHEREAS, Government and Organization have entered into a Purchase of Service Agreement dated _____, 2024, whereby Organization provides animal control services for Government; and

WHEREAS, the Purchase of Service Agreement between Government and Organization obligates Government to lease thirteen (13) vehicles to Organization to be used for purposes of animal control; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein expressed and further contained in the Purchase of Service Agreement, Government and Organization agree as follows:

1. Lease of Equipment:

Government hereby demises, leases and lets to Organization, and Organization rents, leases and hires from Government thirteen (13) vehicles more particularly described in Exhibit "A", attached hereto and incorporated herein by reference. The use of all vehicles provided to Organization by Government shall continue to be governed by the terms of this Lease Agreement.

2. Lease Term. This Lease shall commence on the date hereof and shall continue until the termination of the Purchase of Service Agreement between Government and Organization.

3. Rental. Government and Organization understand and intend that the obligation of Organization to provide animal control services for Government is and shall be sufficient consideration for the rent of the vehicles.

4. Title of the Equipment. Title to the vehicles, including any and all repairs and replacements thereof, but excluding any additions made thereto by Organization, shall at all times during the Lease Term be in Government.

5. Maintenance of Equipment. Organization agrees that at all times during the Lease Term it shall maintain, preserve, and keep the vehicles in good repair, working order, and condition and that Organization shall from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals. Organization shall obtain regular and routine vehicle maintenance and repair services from Government's Division of Facilities and Fleet Management. At Organization's request, Government will provide such services for Organization, provided, however, that the cost to Government shall not exceed the sum of Forty Thousand Dollars (\$40,000) and any cost in excess of this sum shall be borne by Organization. Government shall submit a statement to Organization for the actual parts, supplies and costs incurred by Government in providing these services to Organization, in excess of the not-to-exceed amount, and Organization will reimburse Government for such costs within thirty (30) days of receipt of the statement. Upon request, Government will provide Organization with an estimate of anticipated costs of repair and will inform Organization of the then current total cost incurred by Government in providing vehicle maintenance and repair services for Organization. Organization shall use its best efforts to fully comply with all applicable Division of Facilities and Fleet management policies and procedures.

6. Taxes and Charges. In the event that use, possession, or acquisition of any vehicle is found to be subject to taxation in any form, Organization will pay during the Lease Term all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the vehicles, and any vehicle or other property acquired in substitution for or as a replacement of the vehicles, as well as all other charges incurred in the operation, maintenance, use, and upkeep of the vehicles.

7. Insurance. Organization shall, at its own expense, cause casualty and property damage insurance coverage to be carried and maintained with respect to the vehicles, in an amount not less than \$500,000, which coverage shall be sufficient to protect the Full Insurable Value of the vehicles and to protect Government and Organization from liability in all events. All insurance proceeds from casualty losses shall be payable to Government and Organization as their interest in vehicles, and additions thereto, may appear.

8. Disclaimer of Warranties. GOVERNMENT MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE VEHICLE, OR ANY WARRANTY WITH RESPECT THERETO. In no event shall

Government be liable for any incidental, indirect, special or consequential damage in connection with, or arising out of, this Lease Agreement.

9. Use of Equipment. Organization will not install, use, operate, or maintain the vehicles improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by the Purchase of Service Agreement between Government and Organization. Organization shall obtain and maintain all permits and licenses, if any, necessary for use and operation of the vehicles. In addition, Organization shall comply in all respects with all laws of the jurisdiction in which it operates any of the vehicles.
10. Assignment of Lease. This Lease and the interest of the Organization in the vehicles may not be assigned or encumbered in whole or part by Organization for any reason without the prior written consent of Government.
11. Indemnification. Organization shall indemnify, protect and hold harmless Government from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of the cause thereof, and expenses in connection therewith, arising out of, or as the result of entering into this Lease Agreement and the use of any of the vehicles.
12. Default. Organization's failure to comply with any of the terms of the Purchase Service Agreement or this Lease Agreement shall constitute an event of default. Upon the occurrence of any event of default, Government shall be entitled immediately to re-take possession of the vehicles and to take any other action which may appear necessary or desirable to enforce its rights as owner of the vehicle.
13. Prior Agreements. All prior lease agreements between the parties are terminated by mutual agreement.
14. Notice. All notices and other communications given or required to be given under this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States mail, postage pre-paid, certified or registered mail, return receipt requested, addressed to the party to whom it is given as follows:

Organization: Lexington Fayette Animal Care and Control
 1600 Old Frankfort Pike
 Lexington, KY 40504
 Attn: President

Government: Lexington-Fayette Urban County Government
 Department of Public Safety
 200 East Main Street
 Lexington, KY 40507
 Attn: Commissioner

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first herein written.

**LEXINGTON-FAYETTE URBAN
 COUNTY GOVERNMENT**

BY:

Linda Gorton, Mayor

**LEXINGTON-FAYETTE ANIMAL CARE
 AND CONTROL, LLC**

BY: LEXINGTON HUMANE SOCIETY,
 ITS MEMBER

BY:

Susan M. Malcomb President

BY:

Rebecca Sherman, Chairperson
 Board of Directors

NOTE: Units whose vehicle status are “received” or “on order” will replace older units in the fleet when they go “live”.

Unit #	Year	Make	Model	VIN #	DIVISION	Vehicle status	License
07100	2023	CHEVY	SILVERADO	1GCUAED5PZ284626	Humane Society	Live	H6L466
07183	2024	CHEVY	2500 PKUP	1GC5YLE72RF205240	Humane Society	Received	KOY504
07189	2024	CHEVY	2500 PKUP	1GC5YLE73RF205182	Humane Society	Received	KOY506
07319	2024	CHEVY	2500 PKUP		Humane Society	On Order	
07470	2008	CHEVY	2500 PKUP	1GCHK23K98F220767	Humane Society	Live	KY1284
07669	2015	TOYOTA	TACOMA	5TFTX4CN8FX050281	Humane Society	Live	C2549
07671	2015	TOYOTA	TACOMA	5TFTX4CN4FX050147	Humane Society	Live	C2551
07746	2016	FORD	F150 PKUP	1FTNF1CG3GKE06579	Humane Society	Live	C6901
07903	2019	CHEVY	TAHOE	1GNSKFEC4KR379292	Humane Society	Live	D7622
07939	2020	CHEVY	3500HD	1GB4YSE74LF234174	Humane Society	Live	E0482
07973	2021	CHEVY	EXPRESS 2500	1GCWGAFP9M1199811	Humane Society	Live	KY1272
09041	2013	FORD	F250 PKUP	1FT7X2A68DEB20162	Humane Society	Live	P9085
09043	2013	FORD	TRANSIT-CONNECT	NM0LS7AN0DT165946	Humane Society	Live	P9718
09172	2017	FORD	UTILITY	1FM5K8AR8HGA24525	Humane Society	Live	C7752
09173	2016	FORD	F250 PKUP	1FT7X2B67GED29203	Humane Society	Live	C7746
09174	2016	FORD	ESCAPE	1FMCU9G94GUC82183	Humane Society	Live	C6388



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0796-24

File ID: 0796-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 242-2024

In Control: Urban County
Council

File Created: 08/14/2024

File Name: agreement with Greater LEX for the Regional
Economic Development Collective

Final Action: 09/12/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Greater Lex, Inc., to provide \$322,000 in funding to Greater Lex, Inc. for the Regional Economic Development Collective. [Mayor's Office, Atkins]

Notes: In office 8/27/2024. MS
Stamped and filed in CCO, copy given back to Troy Black via pick up AA 9.16

Sponsors:

Enactment Date: 09/12/2024

Attachments: Blue Sheet Greater LEX Funding FY2025, Greater
Lex Exhibits, Greater Lexington Regional Economic
Development Plan FY2025 Exhibit A, RESO 0796-24
Greater Lex FY25 4859-5236-5277 v.1.docx,
R-449-2024, Contract #242-2024

Enactment Number: R-449-2024

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0796-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Greater Lex, Inc., to provide \$322,000 in funding to Greater Lex, Inc. for the Regional Economic Development Collective. [Mayor's Office, Atkins]

Summary

Authorization to execute an Agreement with Greater LEX for the Regional Economic

Development Collective. The Agreement provides funding for the regional Collective as funds will be contributed to the Collective by other governmental and private sector partners across the nine-county region. Each county government(s) is requested to contribute \$1 per capita to the Collective toward the work of the regional effort; Fayette County's contribution totals \$322,000. Funds are Budgeted. (L0796-24) (Atkins)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by [Tiffany Holskey, 8/14/2024]

Risk Management: NA

Fully Budgeted: Yes

Account Number: 1144-136102-1365-78103

This Fiscal Year Impact: \$322,000.00

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: \$322,000.00



TO: Linda Gorton
Mayor

FROM: Kevin Atkins
Chief Development Officer

DATE: August 12, 2024

RE: Approve agreement with Greater LEX for the Regional Economic Development Collective

Request:

Approval of an agreement with Greater LEX for the Regional Economic Development Collective. The agreement provides funding for the regional Collective as funds will be contributed to the Collective by other governmental and private sector partners across the nine county region. Each county government(s) is requested to contribute \$1 per capita to the Collective toward the work of the regional effort.

Why are you requesting:

The Regional Economic Development Collective will work with governmental and economic development partners across the Bluegrass region on a) strategies to increase workforce participation regionally; b) improve availability and affordability of housing regionally; c) development of new leaders and engage more people in regional collaboration efforts; d) work within the region to have a supply of shovel-ready economic development project sites; e) invest more regionally in workforce/job training efforts; f) emphasize infrastructure improvements; and g) provide more work experience for students within the region.

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

The cost for FY2025 is: \$322,000

The cost for future FY is: N/A

Are the funds budgeted? Yes

Account Number: 1144-136102-1365-78103

Director/Commissioner:

Kevin Atkins



GREATER LEX REGIONAL ECONOMIC DEVELOPMENT PLAN

CONTRIBUTIONS

EXHIBIT B

COUNTY OF CONTRIUBUTIONS	Population 2020 Census	\$1 Per County Contribution	Government Funds Received July 1, 2023 – June 30, 2024	Government Funds Received July 1, 2024 – December 31, 2024	Government Funds Received July 1, 2024 – June 30, 2025
Bourbon County	20,300	\$20,300			
Clark County	36,871	\$36,800			
Fayette County	322,570	\$322,00			
Franklin County	51,600	\$51,600			
Jessamine County	53,626	\$53,600			
Madison County	93,135	\$93,100			
Montgomery County	28,200	\$28,200			
Scott County	60,149	\$60,100			
Woodford County	27,450	\$27,400			
TOTAL	695,901	\$695,100			

**Government funding received as of the end date for each column shall only include funding from local city and county governments. Amounts shall include only funds received and not include money pledged or committed.*

REGIONAL OVERALL FUNDING	Funding Received July 1, 2023 – June 30, 2024	Funding Received July 1, 2024 – December 31, 2024	Funding Received July 1, 2024 – June 30, 2025
City/County Government Funding	Dollar Amount: Percentage of Funding:	Dollar Amount: Percentage of Funding:	Dollar Amount: Percentage of Funding:
Private Sector Funding	Dollar Amount: Percentage of Funding:	Dollar Amount: Percentage of Funding:	Dollar Amount: Percentage of Funding:
Quasi Government Funding	Dollar Amount: Percentage of Funding:	Dollar Amount: Percentage of Funding:	Dollar Amount: Percentage of Funding:
TOTAL	Dollar Amount:	Dollar Amount:	Dollar Amount:

GREATER LEX REGIONAL ECONOMIC DEVELOPMENT PLAN

EMPLOYMENT DATA

EXHIBIT C

REGIONAL DATA	July 2023	July 2024	January 2025	June 2025
Civilian Labor Force	358,600			
Total Employment	344,180			
Total Unemployment	14,420			
Unemployment Rate	4.1% (AVG)			
Average Individual Weekly Wage	\$1,051			

**Source of Employment Data Shall Be KYSTATS*

FAYETTE COUNTY DATA	July 2023	July 2024	January 2025	June 2025
Civilian Labor Force	176,658			
Total Employment	169,857			
Total Unemployment	6,801			
Unemployment Rate	3.8%			
Average Individual Weekly Wage	\$1,173 (AVG)			

**Source of Employment Data Shall Be KYSTATS*

Location	Year	Month	Civilian Labor Force	Employed	Unemployed	Unemployment Rate
Bourbon County	2023	July	9,460	9,076	384	4.1 %
Clark County	2023	July	17,311	16,595	716	4.1 %
Fayette County	2023	July	176,658	169,857	6,801	3.8 %
Franklin County	2023	July	25,425	24,425	1,000	3.9 %
Jessamine County	2023	July	26,727	25,668	1,059	4.0 %
Madison County	2023	July	46,096	43,967	2,129	4.6 %
Montgomery County	2023	July	11,606	10,949	657	5.7 %
Scott County	2023	July	30,507	29,353	1,154	3.8 %
Woodford County	2023	July	14,810	14,290	520	3.5 %

**KYSTATS Data – July 2023*

Location	Year	Quarter	Average Weekly Wage
Bourbon County	2023	2nd Quarter	\$ 997
Clark County	2023	2nd Quarter	\$ 1,017
Fayette County	2023	2nd Quarter	\$ 1,173
Franklin County	2023	2nd Quarter	\$ 1,094
Jessamine County	2023	2nd Quarter	\$ 970
Madison County	2023	2nd Quarter	\$ 981
Montgomery County	2023	2nd Quarter	\$ 931
Scott County	2023	2nd Quarter	\$ 1,349
Woodford County	2023	2nd Quarter	\$ 949
AVERAGE OVERALL	2023	2nd Quarter	\$ 1,051

**Bureau of Labor Statistics – 2nd Quarter 2023 Data*

GREATER LEX REGIONAL ECONOMIC DEVELOPMENT PLAN

GOAL & ACTIVITY UPDATE

EXHIBIT D

ACTIVITY	REGIONAL COMPETITIVENESS PLAN GOALS
Federal Funding Applied For or Received by Greater LEX	
State Funding Applied for or Received by Greater LEX	
FISCAL YEAR 2023/2024 EXECUTION TACTICS	
POLICY	POLICY EXECUTION UPDATES FISCAL YEAR 2023/2024
Policies Advocated for that Better Support the Business Climate	
Policies Advocated for that Better Support Housing Affordability	
Government Funding Advocated for Toward Government Funding and Support for Infrastructure Marketing	
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT EXECUTION UPDATES FISCAL YEAR 2023/2024
Status of Updated Regional Job Attraction Website	
Engagement with Site Selectors	
Number of Economic Development Briefings with Regional Leaders and Number Who Attended	
Key Sector Marketing and Engagement Strategies Implemented	
WORKFORCE AND TALENT	WORKFORCE AND TALENT EXECUTION UPDATES FISCAL YEAR 2023/2024
Status of Creation of Regional Talent Attraction Website	
Status of Creation of New Talent Marketing Social Media Content	
Internal Stakeholder Workshops Hosted and Status of Talent Campaign Launch	
Status of Development Strategy to Connect Businesses With Students To Enhance Retention	

EXHIBIT A

Lexington/Fayette Urban County Government
Addendum for Services
Greater Lex

Scope of Work

As part of the administration of the Initiative, Greater Lex will:

- Work with regional governmental and economic development partners across the Bluegrass on the following non-exclusive list of priorities:
 1. Emphasizing strategies to increase workforce participation in the region;
 2. Improving availability and affordability of housing for the region;
 3. Developing new leaders and engage more people in regional collaboration efforts;
 4. Working within the region to have a supply of shovel-ready sites for economic development projects;
 5. Investing more regionally in workforce/job training efforts;
 6. Emphasizing on infrastructure improvements; and
 7. Providing more work experience for students in the region;
- Provide a semi-annual program status report to the Lexington Economic Development Investment Board on the Program;
- Provide an update as requested by the Chair of the Lexington-Fayette Urban County Council Budget, Finance & Economic Development Committee; and
- Provide a final comprehensive report to the Lexington-Fayette Urban County Council Budget, Finance & Economic Development Committee and the Chief Development Officer within forty-five (45) days after the final report/completion of Initiative's work.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH GREATER LEX, INC., TO PROVIDE \$322,000.00 IN FUNDING TO GREATER LEX, INC. FOR THE REGIONAL ECONOMIC DEVELOPMENT COLLECTIVE.

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 Greater Lex, Inc., to provide \$322,000.00 in funding to Greater Lex, Inc. for the Regional Economic Development Collective.

Section 2 – That an amount, not to exceed the sum of \$322,000.00, be and hereby is approved for payment to Greater Lex, Inc., from account #1144-136102-78103, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0796-24:TAH:4859-5236-5277, v. 1

RESOLUTION NO. 449 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH GREATER LEX, INC., TO PROVIDE \$322,000.00 IN FUNDING TO GREATER LEX, INC. FOR THE REGIONAL ECONOMIC DEVELOPMENT COLLECTIVE.

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 Greater Lex, Inc., to provide \$322,000.00 in funding to Greater Lex, Inc. for the Regional Economic Development Collective.

Section 2 – That an amount, not to exceed the sum of \$322,000.00, be and hereby is approved for payment to Greater Lex, Inc., from account #1144-136102-78103, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: September 12, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0796-24:TAH:4859-5236-5277, v. 1

AGREEMENT

THIS AGREEMENT, made and entered into on the 9th day of August 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 ("Lexington"), 200 East Main Street, Lexington, Kentucky 40507, and **GREATER LEX, INC.**, a Kentucky non-profit corporation, ("Greater Lex") with offices located at 330 East Main Street, Lexington, Kentucky.

WITNESSETH:

WHEREAS, the Lexington-Fayette Urban County Government previously assisted Commerce Lexington, Inc. ("Commerce Lex") with creating and funding a Regional Economic Development Collective (or hereinafter the "Initiative") to support counties within the Bluegrass Region of Kentucky, including Bourbon, Clark, Fayette, Franklin, Jessamine, Madison, Montgomery, Scott, and Woodford ("the Counties"), by entering into a series of agreements to provide funding to Commerce Lex for efforts related to the Initiative; and

WHEREAS, the Lexington-Fayette Urban County Government and Commerce Lex agreed that a separate not for profit entity should be created to administer the Initiative, and Greater Lex, Inc., has been created specifically to do so; and

WHEREAS, to assist Greater Lex, Inc. in the administration of the Initiative, the Lexington-Fayette Urban County Government and Commerce Lex assigned the December 31, 2021 and the November 14, 2022 agreements which provided funding for the Initiative to the non-profit organization; and

WHEREAS, the Lexington-Fayette Urban County Government desires to further invest \$322,000.00 for the Initiative; and

WHEREAS, the Lexington-Fayette Urban County Government wishes to continue to partner with Greater Lex to administer this regional economic development planning and collaboration initiative; and

WHEREAS, the Lexington-Fayette Urban County Government ("Lexington") has determined that this Initiative fulfills a public purpose by providing for economic development assistance; and

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

1. Greater Lex, will administer the Regional Economic Development Collaborative ("the Initiative"), as further described in Section 3 and the attached Exhibit A (Scope of Work), which is incorporated herein by reference as if fully stated, on behalf of Lexington.

2. Lexington shall provide Greater Lex with \$322,000 in funding for the Initiative, contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year 2025 budget, which must be spent on Lexington's behalf in a manner consistent with paragraph 3 and the attached Exhibit A (Scope of Work), unless otherwise agreed to by the parties. No funds provided under this Agreement shall be expended on administrative costs unless agreed to in advance by Lexington. In no event shall administrative costs exceed \$30,000 in total.

3. The Initiative is a collaboration between governmental and economic development partners across the Bluegrass on the following non-exclusive list of priorities:

- a) Emphasizing strategies to increase workforce participation in the region;
- b) Improving availability and affordability of housing for the region;
- c) Developing new leaders and engage more people in regional collaboration efforts;
- d) Working within the region to have a supply of shovel-ready sites for economic development projects;
- e) Investing more regionally in workforce/job training efforts;
- f) Emphasizing on infrastructure improvements; and
- g) Providing more work experience for students in the region.

The expectation is that by no later than January 1, 2025, the Counties will provide pro rata funding based upon their population size in accordance with attached Exhibit B, which is incorporated herein by reference as if fully stated. Should this not occur, Greater Lex shall repay all funds provided by Lexington that remain unspent, at the option of Lexington.

4. Greater Lex agrees that the businesses and/or partnership entities are not required to obtain membership in Greater Lex or Commerce Lex.

5. Before receiving any funds under this Agreement, Greater Lex shall:

- a) ensure that their Executive Committee and full board have been appointed and have met for the first time;
- b) have their completed Articles of Incorporation filed with the Secretary of State and Bylaws approved by the Greater Lex Executive Board; and

- c) forward the Articles of Incorporation and Bylaws to Lexington's Chief Development Officer upon approval.

6. Greater Lex will provide Lexington with regular progress updates on the program pursuant to this Agreement on at least a semi-annual basis to the Lexington Economic Development Investment Board and will appear before the Urban County Council or any of its committees to provide progress updates upon Lexington's reasonable request. Greater Lex shall also complete the reports provided as the attached Exhibits B, C, and D and provide to Lexington by January 5, 2025 and July 5, 2025.

7. Greater Lex will keep and make available to Lexington any records related to this Agreement such as are necessary to support its performance thereof. Books of accounts shall be kept by Greater Lex and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Greater Lex related to this Agreement be made available to Lexington upon request. This provision shall survive the termination or expiration of this Agreement.

8. Either party may terminate this Agreement for a material breach in performance after placing the breaching party with written notice of the breach and the opportunity to cure. The period to cure the breach shall be reasonable, but in all instances must be at least thirty (30) days. Any unencumbered funds held by Greater Lex at the time of termination of this Agreement shall be returned to Lexington within (30) days of receiving notice. In the event Greater Lex is dissolved any such funds attributed to Lexington shall be returned to Lexington within thirty (30) days of said dissolution.

9. Greater Lex shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance

of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Lexington, its officers, agents and employees against any claim or liability arising from and based on Greater Lex's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination or expiration of this Agreement.

10. Unless otherwise provided herein, each party shall be solely responsible for its actions and those of its officials, employees and agents in the performance of this contract and any matters related thereto. This provision shall survive the termination or expiration of this Agreement.

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

12. Greater Lex shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause any 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.

13. Greater Lex represents that it has adopted, or will adopt, a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of

prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints.

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

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

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

For Organization: Greater Lex, Inc.
c/o President
330 East Main Street
Lexington, Kentucky 40507
Attn: Andi Johnson (or as otherwise designated in writing)

For Government: Lexington-Fayette Urban County Gov.
200 East Main Street
Lexington, Kentucky 40507
Attn: Kevin Atkins, Chief Development Officer

17. Neither party may assign any of its rights and duties under this Agreement without the prior written consent of the other party.

18. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Greater Lex or Lexington.

19. 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.

20. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

21. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Greater Lex acknowledges that Lexington may make a material change only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

22. 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.

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

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Agreement, and have executed it as of the date first herein written.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: *Linda Gorton*
LINDA GORTON

ATTEST:

Abigail Allan
Abigail Allan
URBAN COUNTY COUNCIL CLERK

GREATER, LEX, INC.

BY: *Stephen R. Byars*
STEPHEN R. BYARS, AS Chair

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The Agreement was subscribed, sworn to and acknowledged before me by
Stephen R. Byars, as Board Chair of Greater Lex, Inc., on this the 9th day of
August, 2024.

My commission expires: Jan. 25, 25

Diana P. Wilson
NOTARY PUBLIC, STATE AT LARGE, KY

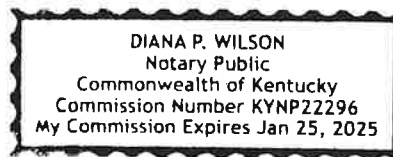


EXHIBIT A

Lexington/Fayette Urban County Government Addendum for Services Greater Lex

Scope of Work

As part of the administration of the Initiative, Greater Lex will:

- Work with regional governmental and economic development partners across the Bluegrass on the following non-exclusive list of priorities:
 1. Emphasizing strategies to increase workforce participation in the region;
 2. Improving availability and affordability of housing for the region;
 3. Developing new leaders and engage more people in regional collaboration efforts;
 4. Working within the region to have a supply of shovel-ready sites for economic development projects;
 5. Investing more regionally in workforce/job training efforts;
 6. Emphasizing on infrastructure improvements; and
 7. Providing more work experience for students in the region;
- Provide a semi-annual program status report to the Lexington Economic Development Investment Board on the Program;
- Provide an update as requested by the Chair of the Lexington-Fayette Urban County Council Budget, Finance & Economic Development Committee; and
- Provide a final comprehensive report to the Lexington-Fayette Urban County Council Budget, Finance & Economic Development Committee and the Chief Development Officer within forty-five (45) days after the final report/completion of Initiative's work.

COMMERCE LEXINGTON REGIONAL ECONOMIC DEVELOPMENT PLAN

CONTRIBUTIONS

EXHIBIT B

COUNTY OF CONTRIUBUTIONS	Population 2020 Census	\$1 Per County Contribution	Government Funds Received July 1, 2023 – June 30, 2024	Government Funds Received July 1, 2024 – December 31, 2024	Government Funds Received July 1, 2024 – June 30, 2025
Bourbon County	20,300	\$20,300			
Clark County	36,871	\$36,800			
Fayette County	322,570	\$322,00			
Franklin County	51,600	\$51,600			
Jessamine County	53,626	\$53,600			
Madison County	93,135	\$93,100			
Montgomery County	28,200	\$28,200			
Scott County	60,149	\$60,100			
Woodford County	27,450	\$27,400			
TOTAL	695,901	\$695,100			

**Government funding received as of the end date for each column shall only include funding from local city and county governments. Amounts shall include only funds received and not include money pledged or committed.*

REGIONAL OVERALL FUNDING	Funding Received July 1, 2023 – June 30, 2024	Funding Received July 1, 2024 – December 31, 2024	Funding Received July 1, 2024 – June 30, 2025
City/County Government Funding	Dollar Amount: Percentage of Funding:	Dollar Amount: Percentage of Funding:	Dollar Amount: Percentage of Funding:
Private Sector Funding	Dollar Amount: Percentage of Funding:	Dollar Amount: Percentage of Funding:	Dollar Amount: Percentage of Funding:
Quasi Government Funding	Dollar Amount: Percentage of Funding:	Dollar Amount: Percentage of Funding:	Dollar Amount: Percentage of Funding:
TOTAL	Dollar Amount:	Dollar Amount:	Dollar Amount:

COMMERCE LEXINGTON REGIONAL ECONOMIC DEVELOPMENT PLAN

EMPLOYMENT DATA

EXHIBIT C

REGIONAL DATA	July 2023	July 2024	January 2025	June 2025
Civilian Labor Force	358,600			
Total Employment	344,180			
Total Unemployment	14,420			
Unemployment Rate	4.1% (AVG)			
Average Individual Weekly Wage	\$1,051			

**Source of Employment Data Shall Be KYSTATS*

FAYETTE COUNTY DATA	July 2023	July 2024	January 2025	June 2025
Civilian Labor Force	176,658			
Total Employment	169,857			
Total Unemployment	6,801			
Unemployment Rate	3.8%			
Average Individual Weekly Wage	\$1,173 (AVG)			

**Source of Employment Data Shall Be KYSTATS*

Location	Year	Month	Civilian Labor Force	Employed	Unemployed	Unemployment Rate
Bourbon County	2023	July	9,460	9,076	384	4.1 %
Clark County	2023	July	17,311	16,595	716	4.1 %
Fayette County	2023	July	176,658	169,857	6,801	3.8 %
Franklin County	2023	July	25,425	24,425	1,000	3.9 %
Jessamine County	2023	July	26,727	25,668	1,059	4.0 %
Madison County	2023	July	46,096	43,967	2,129	4.6 %
Montgomery County	2023	July	11,606	10,949	657	5.7 %
Scott County	2023	July	30,507	29,353	1,154	3.8 %
Woodford County	2023	July	14,810	14,290	520	3.5 %

**KYSTATS Data – July 2023*

Location	Year	Quarter	Average Weekly Wage
Bourbon County	2023	2nd Quarter	\$ 997
Clark County	2023	2nd Quarter	\$ 1,017
Fayette County	2023	2nd Quarter	\$ 1,173
Franklin County	2023	2nd Quarter	\$ 1,094
Jessamine County	2023	2nd Quarter	\$ 970
Madison County	2023	2nd Quarter	\$ 981
Montgomery County	2023	2nd Quarter	\$ 931
Scott County	2023	2nd Quarter	\$ 1,349
Woodford County	2023	2nd Quarter	\$ 949
AVERAGE OVERALL	2023	2nd Quarter	\$ 1,051

**Bureau of Labor Statistics – 2nd Quarter 2023 Data*

COMMERCE LEXINGTON REGIONAL ECONOMIC DEVELOPMENT PLAN

GOAL & ACTIVITY UPDATE

EXHIBIT D

ACTIVITY	REGIONAL COMPETITIVENESS PLAN GOALS
Federal Funding Applied For or Received by Greater LEX	
State Funding Applied for or Received by Greater LEX	
	FISCAL YEAR 2025 EXECUTION TACTICS
POLICY	POLICY EXECUTION UPDATES FISCAL YEAR 2025
Policies Advocated for that Better Support the Business Climate	
Policies Advocated for that Better Support Housing Affordability	
Government Funding Advocated for Toward Government Funding and Support for Infrastructure Marketing	
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT EXECUTION UPDATES FISCAL YEAR 2025
Status of Updated Regional Job Attraction Website	
Engagement with Site Selectors	
Number of Economic Development Briefings with Regional Leaders and Number Who Attended	
Key Sector Marketing and Engagement Strategies Implemented	
WORKFORCE AND TALENT	WORKFORCE AND TALENT EXECUTION UPDATES FISCAL YEAR 2025
Status of Creation of Regional Talent Attraction Website	
Status of Creation of New Talent Marketing Social Media Content	
Internal Stakeholder Workshops Hosted and Status of Talent Campaign Launch	
Status of Development Strategy to Connect Businesses With Students To Enhance Retention	



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0808-24

File ID: 0808-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 248-2024

In Control: Urban County
Council

File Created: 08/15/2024

File Name: Hope Center Street Outreach Renewal

Final Action: 09/12/2024

Title:

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with Hope Center, Inc. for the operation of Progressive Street Outreach Services, at a cost not to exceed \$316,640 for FY2025. [Office of Homelessness Prevention and Intervention, Herron]

Notes: Stamped and filed in the CCO. Returned to Jeff 9/24/2024. MS

Sponsors:

Enactment Date: 09/12/2024

Attachments: 24-Blue Sheet Memo-OHPI HOPE CENTER SO,
RESO 0808-24 Hope Center Renewal PSA
4890-8034-5563 v.1.docx, R-450-2024, Contract
#248-2024

Enactment Number: R-450-2024

Deed #:

Hearing Date:

Drafter: Jeff Herron

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0808-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with Hope Center, Inc. for the operation of Progressive Street Outreach Services, at a cost not to exceed \$316,640 for FY2025. [Office of Homelessness Prevention and Intervention, Herron]

Summary

Authorization to execute an Agreement with the Hope Center, Inc. for operation of Progressive Street Outreach Services for a term beginning August 1, 2024, and ending July 30, 2025, in the amount of \$316,640, with automatic renewal for one (1) additional term.

Funds are Budgeted. (L0808-24) (Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 8/15/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 1145-155003-0001-78112

This Fiscal Year Impact: \$316,640.00

Annual Impact: \$316,640.00 for FY26

Project: N/A

Activity: N/A

Budget Reference: 2025

Current Balance: \$3,367,619.74



TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: CHARLIE LANTER, COMMISSIONER
DEPARTMENT OF HOUSING ADVOCACY & COMMUNITY
DEVELOPMENT

DATE: AUGUST 15, 2024

SUBJECT: Progressive Street Outreach program for those experiencing unsheltered homelessness

Request: Council authorization to execute an agreement with the Hope Center, Inc., for operation of Progressive Street Outreach Services in the amount of \$316,640.00. This program provides street-level service engagement and ongoing case management for persons experiencing unsheltered homelessness and delivers services offered under the Homeless Encampment Standard Operating Procedure.

Purpose of Request: The Office of Homelessness Prevention and Intervention (OHPI) funded the Hope Center, Inc. to provide street outreach services in response to RFP 24-2023, approved for an initial term by the Urban County Council on July 13, 2023 (RES 400-2023). The Hope Center proposed and was selected for a term of three years to provide street outreach services; due to a change in funding source, a separate agreement was required for years two and three.

Street outreach services are a vital part of Lexington's homelessness response system. With 82 individuals found to be experiencing unsheltered homelessness on the evening of the 2024 Point-in-Time Count and many more persons at risk of experiencing unsheltered homelessness, street outreach brings housing-focused supportive service to those most unlikely or unable to seek assist for themselves. Hope Center's team includes peer support specialists, peer mentors, a housing navigator, a licensed clinician, and a SOAR specialist for connection with SSI/SSDI benefits. This team works in coordination with the OHPI, LFUCG Community Paramedicine, Lexington Police Department, Eastern State Hospital, and other are providers while not duplicating efforts.

What is the Cost in this budget year and future budget years? Cost in FY25 is \$316,640.00.
The cost for future FY26 is: \$316,640.00.

Are the funds budgeted? Yes
Account number: 1145-155003-0001-78112

File Number: 0808-24

Director/Commissioner: Herron/Lanter



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH HOPE CENTER, INC. FOR THE OPERATION OF PROGRESSIVE STREET OUTREACH SERVICES, AT A COST NOT TO EXCEED \$316,640.00 FOR FY2025.

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Hope Center, Inc., for the operation of progressive street outreach services.

Section 2 – That an amount, not to exceed the sum of \$316,640.00 in FY2025, is hereby approved for payment to Hope Center, Inc., from account #1145-155003-78112, pursuant to the terms of the agreement and subject to the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0808-24:TAH:4890-8034-5563, v. 1

RESOLUTION NO. 450 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH HOPE CENTER, INC. FOR THE OPERATION OF PROGRESSIVE STREET OUTREACH SERVICES, AT A COST NOT TO EXCEED \$316,640.00 FOR FY2025.

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Hope Center, Inc., for the operation of progressive street outreach services.

Section 2 – That an amount, not to exceed the sum of \$316,640.00 in FY2025, is hereby approved for payment to Hope Center, Inc., from account #1145-155003-78112, pursuant to the terms of the agreement and subject to the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL: September 12, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0808-24:TAH:4890-8034-5563, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 24 day of September 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "LFUCG"), and **HOPE CENTER, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 6, Lexington, KY 40588 (hereinafter referred to as "Organization").

WITNESSETH

WHEREAS, the Organization provides street outreach case management services to individuals experiencing unsheltered homelessness or at risk of experiencing unsheltered homelessness;

WHEREAS, the parties previously entered into a Subrecipient Agreement on July 17, 2023 in which LFUCG provided funding to the Organization under the American Rescue Plan Act (ARPA) for the Organization's street outreach services.

WHEREAS, the above mentioned services are no longer funded by ARPA.

WHEREAS, LFUCG now wishes to provide local funding for the continuation of the above mentioned services.

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 be for the term beginning on August 1, 2024, and ending July 30, 2025, unless terminated by LFUCG at an earlier time. This Agreement is subject to automatic renewal for one (1) additional term, beginning on August 1, 2025, and ending July 30, 2026, unless LFUCG determines it does not wish to exercise the option to renew. The renewal amount for the additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon sufficient funds being appropriated and future approval by the Urban County Council.

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" – RFP #24-2023

- b. Exhibit "B" – Organization's Response to RFP #24-2023
- c. Exhibit "C" – Revised Budget

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", "C", and "B" in that order.

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibits for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Three Hundred and Sixteen Thousand and Six Hundred and Forty Dollars and 00/100 Cents (\$316,640.00) for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of the monthly invoice(s). The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of 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 #24-2023 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

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

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party,

or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

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

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

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

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:

Hope Center, Inc.
P.O. Box 6
Lexington, Kentucky 40588
Attn: Jeff Crook, Chief Operations Officer and Interim Executive Director
jcrook@hopectr.org

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Jeff Herron
jherron@lexingtonky.gov

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

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
MacKenzie Stock

Clerk of the Urban County Council

HOPE CENTER, INC.

BY: 
JEFF CROOK
~~INTERIM EXECUTIVE DIRECTOR~~
CEO

ATTEST:

WITNESS:

DATE: _____

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Hope Center, Inc.

RFP #24-2023

EXHIBIT "B"

Lexington/Fayette Urban County Government
Addendum for Services
Hope Center, Inc.

HOPE CENTER, INC.
RFP #24-2023 RESPONSE

EXHIBIT "C"
Lexington/Fayette Urban County Government
Addendum for Services
Hope Center, Inc.

REVISED BUDGET

4868-3980-3351, v. 1

LFUCG Street Outreach Services Budget

Personnel

Position	FTE Effort	Annual Salary	Year 1 Cost	Year 2 Cost	Year 3 Cost
Senior Director of Programs	10%	112,400	11,240	11,240	11,240
Street Outreach Team Coordinator/Team Lead	100%	38,000	38,000	39,140	39,140
Street Outreach Peer Support Specialist	100%	37,000	37,000	38,110	38,110
Street Outreach Housing Navigator	100%	31,800	31,800	32,754	32,754
Street Outreach Case Worker/SOAR	100%	31,800	31,800	32,754	32,754
Mental Health Clinician	50%	46,000	23,000	23,690	23,690
HMIS Data Entry	25%	38,630	9,658	9,947	9,947
Chief Financial Officer	10%	115,000	11,500	11,500	11,500
Senior/AR Accountant	5%	62,820	3,141	3,141	3,141
Project/AP Accountant	5%	44,350	2,218	2,248	2,248
Total Staff Personnel Expense			199,356	204,524	204,524

Fringe

Includes Health Ins, Dental Ins, Disability Ins, Life Ins, FICA, 401k
33.5% is calculated on the subtotal for Total Staff Personnel Expense above

Staff Fringe Benefits/Taxes (33.5%)	Total Fringe Benefits Expense	66,784	68,516	68,516
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Equipment

Purchase of Computers, Tablets and Smart Phones - one time expense

Total Travel Expense	6,900	0	0
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Travel

Purchase of Gasoline for Street Outreach Vehicle(s)

Total Travel Expense	1,800	1,800	1,800
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Contractual

	0	0	0
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Operating Expenses

Peer Mentors Allowance
Offices Allocation (5 staff offices)
HMIS fees
Program Supplies
Smart Phone Service
Total Operating Expenses

	0	16,640	16,640
	21,000	21,000	21,000
	500	500	500
	1,260	1,260	1,260
	2,400	2,400	2,400
Total Operating Expenses	25,160	41,800	41,800

Indirect Costs

	0	0	0
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Total Expenses

	300,000	316,640	316,640
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Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0809-24

File ID: 0809-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/16/2024

File Name: Speed Table - Don Anna Dr. (Lima Dr. to De Porres
Ave.)

Final Action: 09/12/2024

Title: A Resolution authorizing and directing the Div. of Traffic Engineering to install one (1) speed table on Don Anna Dr. between Lima Dr. and De Porres Ave, at a cost not to exceed \$5,000. [Div. of Traffic Engineering, Neal]

Notes:

Sponsors:

Enactment Date: 09/12/2024

Attachments: Blue Sheet Memo__Don Anna Speed Table.pdf,
R-451-2024

Enactment Number: R-451-2024

Deed #:

Hearing Date:

Drafter: Felicia Arms

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0809-24

Title

A Resolution authorizing and directing the Div. of Traffic Engineering to install one (1) speed table on Don Anna Dr. between Lima Dr. and De Porres Ave, at a cost not to exceed \$5,000. [Div. of Traffic Engineering, Neal]

Summary

Authorization to install one (1) speed table on Don Anna Drive between Lima Drive and De Porres Avenue at a cost not to exceed \$5,000. Funds are Budgeted. This project is advancing outside of the Neighborhood Traffic Calming Program (NTMP) process.

(L0809-24) (Neal/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number: 1105-303602-3606-91613 (District02_2023)

This Fiscal Year Impact: \$5,000

Annual Impact: \$0

Project: District02_2023

Activity: Council

Budget Reference: 2023

Current Balance: \$12,000.00



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Jeffery Neal, Director
Division of Traffic Engineering

DATE: August 14, 2024

SUBJECT: Speed Table – Don Anna Drive (Lima Drive to De Porres Avenue)

Request

Authorization to install one (1) speed table on Don Anna Drive approximately 1/2 way between Lima Drive and De Porres Avenue at the dividing line between Council Districts 1 and 2.

Why are you requesting?

The Second District Councilmember is funding this installation based on a request from the community. This project is advancing outside of the Neighborhood Traffic Calming Program (NTMP) process.

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

The cost for this FY is: \$5,000
The cost for future FY is: \$ 0.00

Are the funds budgeted?

Yes. 1105-303602-3606-91613 District02_2023

File Number:

Director/Commissioner:



Aerial showing Don Anna Drive and the approximate location of the proposed speed table (A).



RESOLUTION NO. 451 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL ONE (1) SPEED TABLE ON DON ANNA DRIVE BETWEEN LIMA DRIVE AND DE PORRES AVENUE, AT A COST NOT TO EXCEED \$5,000.00.

WHEREAS, pursuant to Code of Ordinances Section 18-51 and other authorities, the Division of Traffic Engineering is authorized and empowered to maintain traffic-control signs, signals, and devices deemed necessary to regulate traffic; and

WHEREAS, the Urban County Council has determined that Don Anna Drive between Lima Drive and De Porres Avenue should have a traffic calming device.

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

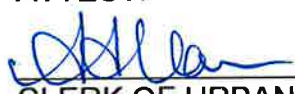
Section 1 - That the Division of Traffic Engineering is authorized and directed to install one (1) speed table on Don Anna Drive between Lima Drive and De Porres Avenue.

Section 2 - That an amount not to exceed \$5,000.00 is approved for the installation of one (1) speed table on Don Anna Drive between Lima Drive and De Porres Avenue from account 1105-303602-91613.

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

PASSED URBAN COUNTY COUNCIL: September 12, 2024


MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0809-24:GET:4893-2697-1866, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0810-24

File ID: 0810-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 08/16/2024

File Name: Request Council authorization to accept funds, on behalf of the Greenspace Trust, in the amount of \$9,150 from the American Water Charitable Foundation. No match is required

Final Action: 09/12/2024

Title: A Resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to accept a \$9,150 Grant on behalf of the Greenspace Trust from the American Water Charitable Foundation Grant Program, for the Div. of Grants and Special Programs, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Environmental Services, Carey]

Notes:

Sponsors:

Enactment Date: 09/12/2024

Attachments: 25-Blue Sheet Memo Greenspace Award,
KAWC-EnvironmentalFoundation-ExhibitsV02,
R-452-2024

Enactment Number: R-452-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
2	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
2	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0810-24

Title

A Resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to accept a \$9,150 Grant on behalf of the Greenspace Trust from the American Water Charitable Foundation Grant Program, for the Div. of Grants and Special

Programs, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Environmental Services, Carey]

Summary

Authorization to accept funds, on behalf of the Greenspace Trust, in the amount of \$9,150 from the American Water Charitable Foundation for activities associated with the Coldstream Regional Park Conservation Easement. No match is required. (L0810-24) (Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Chris Eller, 8/14/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3300-313201-3261-75101

This Fiscal Year Impact: \$9,150

Annual Impact: \$0

Project: AWCF_GRNSP_2025

Activity: OTH_GRANT

Budget Reference: 2025

Current Balance: BA in process



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: AUGUST 14, 2024

SUBJECT: AMERICAN WATER CHARITABLE FOUNDATION

Request: Council authorization to accept funds, on behalf of the Greenspace Trust, in the amount of \$9,150 from the American Water Charitable Foundation. No match is required

Why are you requesting? The Greenspace Trust applied for and received a \$9,150 grant from the American Water Charitable Foundation Grant Program for activities associated with the Coldstream Regional Park Conservation Easement. This money will be used for tree planting; volunteer activities; and Right Tree, Right Place educational programming at Coldstream Regional Park in FY2025.

What is the cost in this budget year and future budget years? \$9,150 has been awarded for Fiscal Year 2025. No matching funds are required. Future years funding is dependent upon availability of funds.

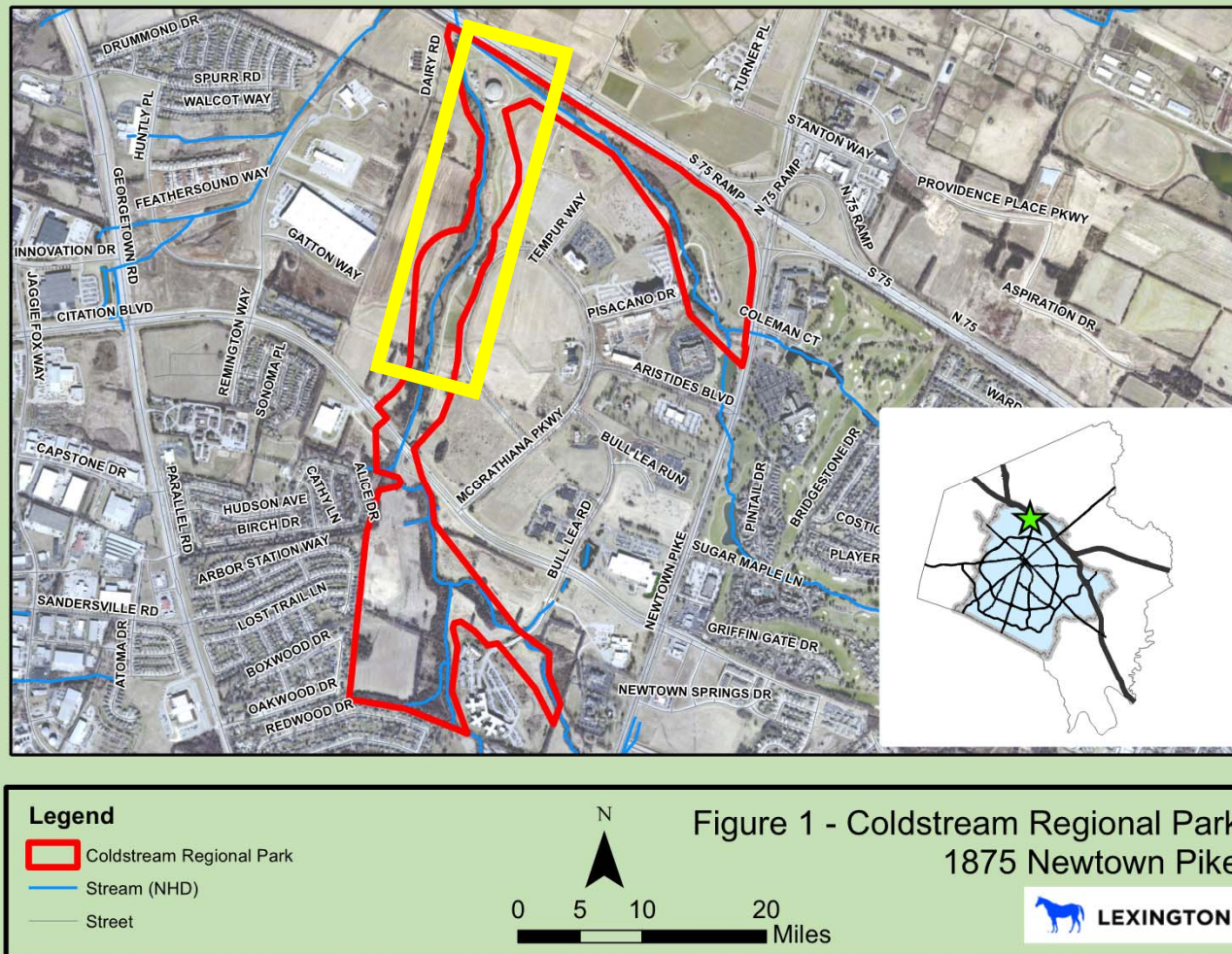
Are the funds budgeted? Budget amendment is in process.

File Number: 0810-24

Director/Commissioner: Carey/Albright



Coldstream Park Cane Run Project Area

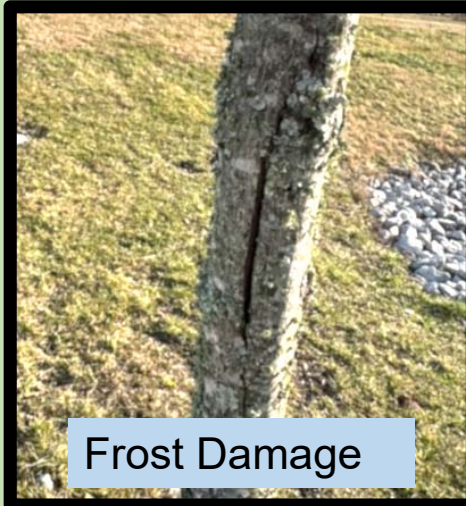


Example Tree Maintenance Needs

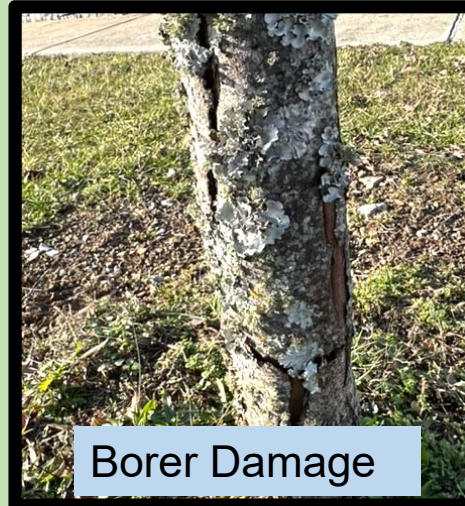


Trees all across the park lack mulch making them susceptible to mechanical damage which is one of top causes of decline in young trees.

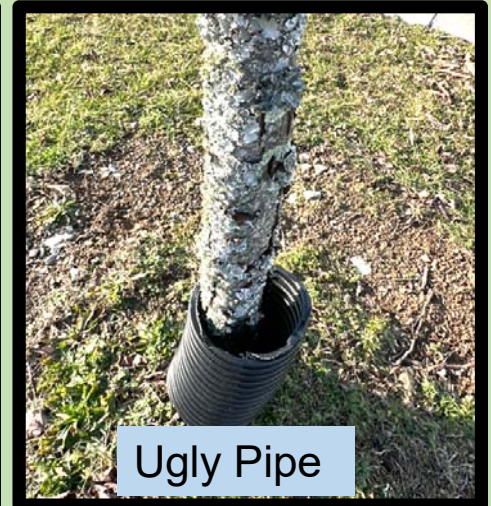
Cane Run Area Trees



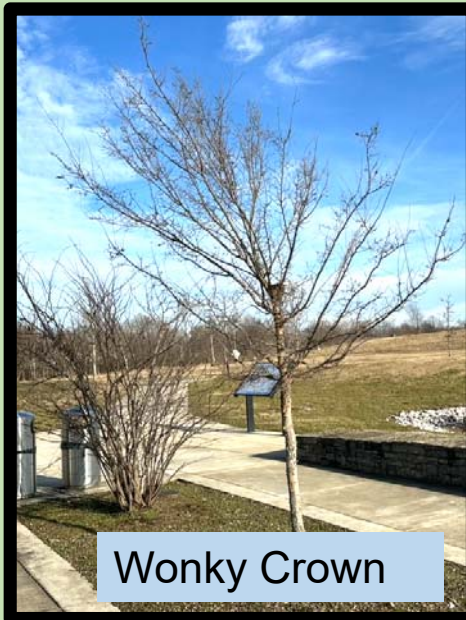
Frost Damage



Borer Damage



Ugly Pipe



Wonky Crown



Sucker Stump



Mech. Damage

Addressing litter washed down from highways, adjacent commercial areas and apartment complexes



Create PROPER mulch rings using chunky coarse wood chips

- Retains moisture
- Encourages microbes
- Builds soils
- Discourages weeds
- Keeps mowers away
- Chunky chips last longer and they're free
- Bigger diameter is better
- No Volcanos

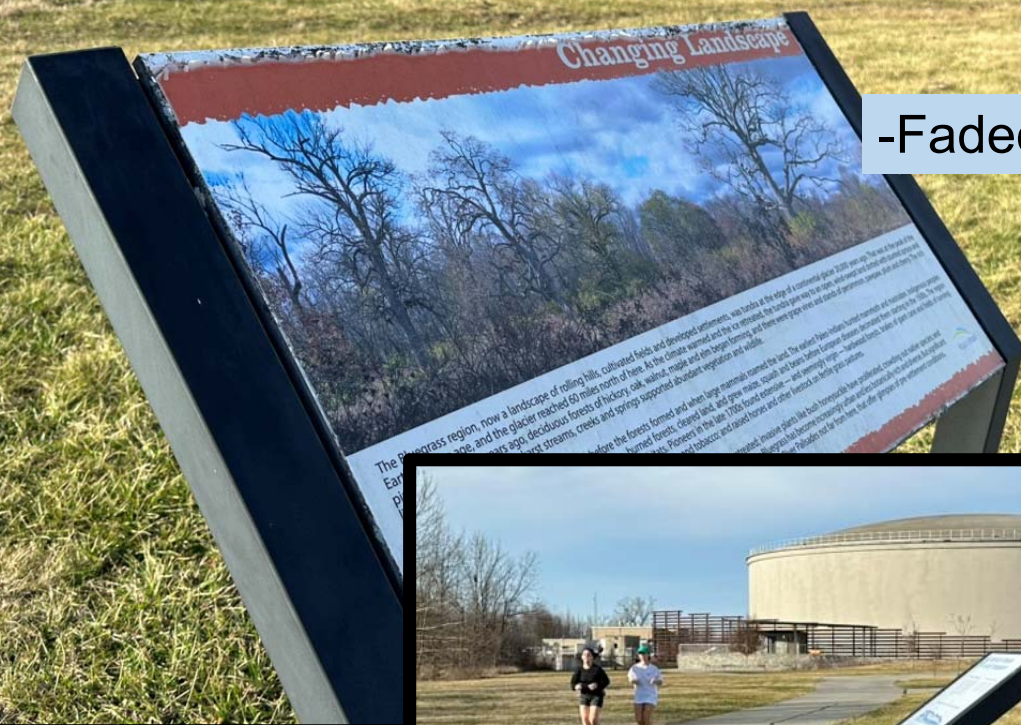


Applying Tree Wraps to prevent sun scald on tree species prone to winter sun damage.

Can also prevent deer scrape damage.



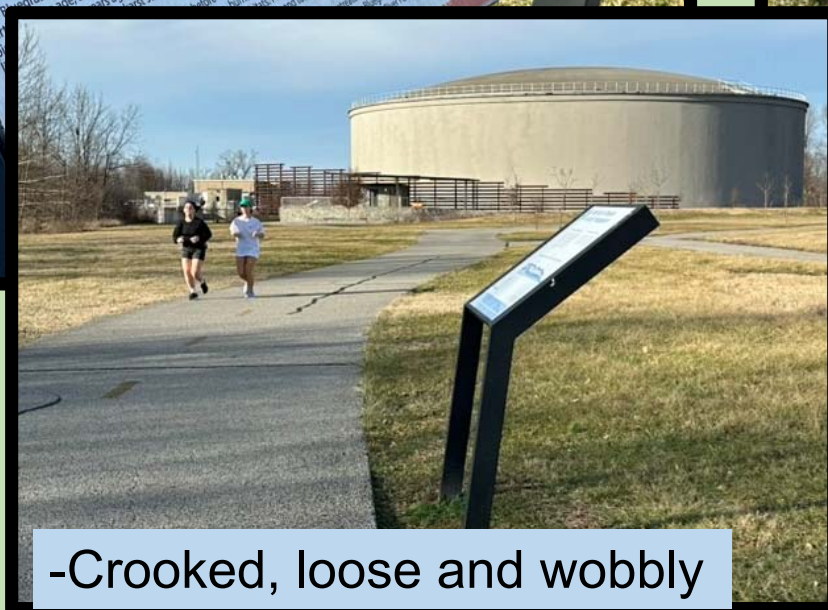
Interpretive Signage



-Faded and delaminating



-Many bases damaged



-Crooked, loose and wobbly

QUOTE

Lexington-Fayette Urban County Greenspace Trust

LEXINGTON KY 40504

Date
Feb 28, 2023

Expiry
Mar 29, 2023

Quote Number
QU-5373

Reference
SR: Tina

Interpretive Graphics /
Envirosigns
3590 E Summerhill Dr
SALT LAKE CITY UT
84121
USA 888-492-5377

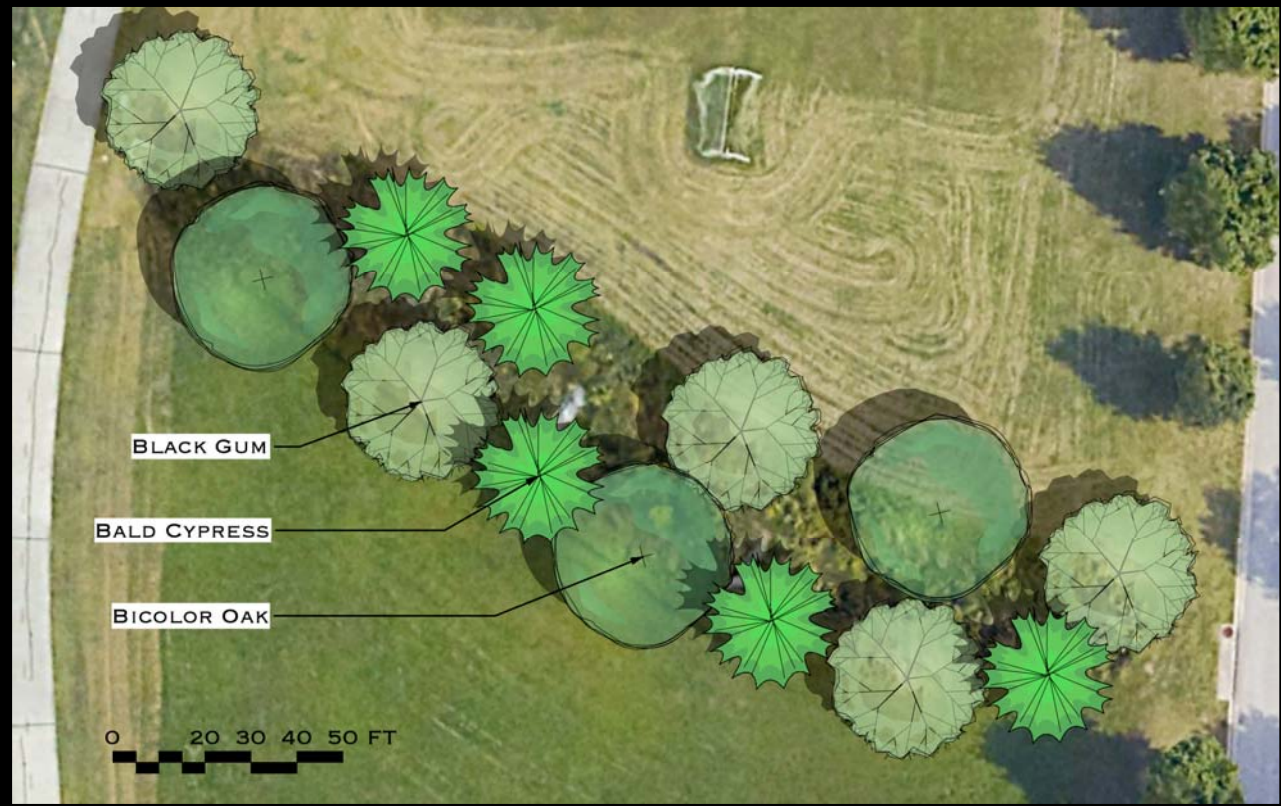
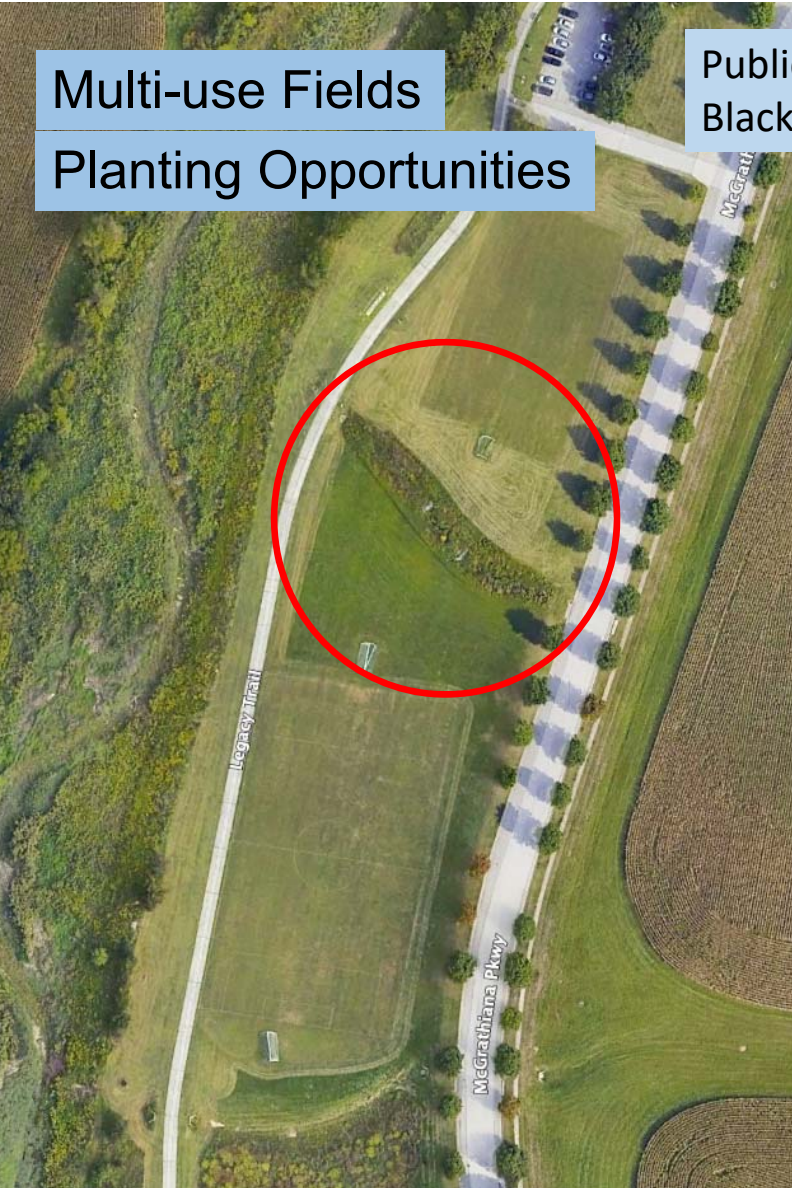
Replacements: FIVE 24H x 36W x 1/8" Durareader Panels and ONE Cantilever Frame/Base, in-ground Posts

Description	Quantity	Unit Price	Tax	Amount USD
Client File Setup: Native AI or INDD files packaged for printing are to be provided to IG/ES.	1.00	75.00	Tax Exempt	75.00
Digital Pre-press Proof for review and approval of content. Changes at this stage may incur file replacement fees.	3			0.00
Physical color samples are available for review and approval of color and resolution for an additional cost.				
DuraReader Production Setup	1.00	100.00	Tax Exempt	100.00
24"hx36"wx1/8" thick DuraReader panel (exterior CHPL)	3.00	215.73	Tax Exempt	647.19
Cantilever, 45-degree, in-ground, exhibit base with frame for a 24"hx36"wx1/8" panel. Black texture powder coated aluminum.	3.00	558.48	Tax Exempt	1675.44
Packaging and Standard Shipping to zip code 40504 (no special services included)	1.00	241.05	Tax Exempt	241.05
Subtotal				2,053.18
TOTAL USD				2,053.18

Multi-use Fields

Planting Opportunities

Public engagement would provide good place to plant more Bald Cypress, Blackgum, Bicolor Oak etc. to create a visual and wind buffer.



Trailside Pollinator Garden Concept (plant materials needed)



Cane Run Coldstream park Improvement Opportunities Plan Overview:



-Trailside Pollinator Plantings

-Signage Repairs

-Cane Run Cleanup

Tree and Shrub Landscaping Rehab

-Support needed for materials, supplies and educational signage

AMERICAN WATER CHARITABLE FOUNDATION
KEEP COMMUNITIES FLOWING GRANT APPLICATION
PROGRAM BUDGET

Name of Organization:	<u>Lexington-Fayette Urban County Greenspace Trust Inc.</u>
Name of Project:	<u>Cane Run-Coldstream park Conservation Management</u>
Name of Person Completing Budget Form:	<u>Kenneth Cooke, Treasurer</u>

EXPENDITURE CATEGORIES

Spending Detail Please be as complete and specific as possible.	Grant Funds Requested	Other Funds Available (Funding from other sources for proposed project, if any.)	In Kind Contributions (if applicable)	Total Budget (the sum of columns 2-4)
Replacement Signage, design			\$ 500	\$ 500
Replacement Signage, Fabrication Shipping	\$2,750			\$ 2,750
Professional Sign Installation	\$ 500.00			\$ 500.00
Tree Identification markers and mounting hardware	\$ 600.00			\$ 600
Scoping and placing tree identification markers (Volunteer)			\$ 250	\$ 250
Stream Cleanup Materials and Supplies (Bags, Gloves, Tools)	\$ 500.00			\$ 500
Volunteer time contributions at \$15.00/hr			\$ 900	\$ 900
Plant materials, seed, perennial plants, Tree Whips, Mulch	\$ 4,500.00			\$ 4,500
Printing flyers, training materials	\$ 300.00			\$ 300
Design of flyers and training materials			\$ 200	\$ 200
Donated professional services, Training, Support, supervision			\$ 500	\$ 500
Donated professional services, Layout and Design			\$ 500	\$ 500
				\$ -
				\$ -
TOTAL	\$ 9,150		\$ 2,850	\$ 12,000



To: American Water Charitable Foundation
Grant Programs Administrators

March 11, 2024

Greetings,

This is to indicate our support for the grant request from the Lexington Greenspace Trust Inc for their Campaign targeted for litter removal and vegetation management at the Coldstream Park Legacy Trail conservation easement.

The Lexington Parks Maintenance staff will work with Trust project managers to develop and approve a planting plan that is compatible with LFUCG efforts managing the property. This will include review and approval of species, planting locations and methods that are complementary with long range management goals for the area.

We look forward to working with Trust leadership on this important tree canopy and environmental education effort.

If you have any questions about the support of our agency's support for this project, please contact us at the numbers below.

Sincerely

Chris Cooperrider
Deputy Director
Division of Parks & Recreation

859-288-2963 office
ccooperrider@lexingtonky.gov



Monday, March, 11 2024

American Water Foundation Grant Review Committee

Subject: American Water Environmental Foundation, Grant Programs Administrators

Greetings:

This letter is to indicate our support for the grant request from the Lexington Greenspace Trust Inc for their Cane Run, Coldstream Park Cleanup Campaign targeted for the Coldstream Park Legacy Trail conservation easement.

The Division of Environmental Services will work with Trust project managers to develop and approve a plan that is compatible with Lexington-Fayette Urban County Government (LFUCG) efforts to manage the property. This will include review and approval of activities, assistance with tree identification and mulching methods that are complementary with the Division's management plans for the property.

We look forward to working with Greenspace Trust leadership on this important tree canopy and environmental education effort.

If you have any questions about the support of our organization for this project, please do not hesitate to contact our offices at the numbers below.

Sincerely,

Eve Miller
Environmental Planner Sr.
Division of Environmental Services
859-425-2808 Office
emiller@lexingtonky.gov

CC: Demetria Kimball Mehlhorn
Program Manager Sr.
Division of Environmental Services
859-425-2554 Office
dkimball@lexingtonky.gov





Friends of Cane Run Inc

Neighbors organized to protect and improve our watershed
Lexington to Georgetown in Fayette and Scott County, Kentucky

To: American Water Charitable Foundation
Grant Programs Administrators

March 11, 2024

Greetings,

This is to indicate our support for the grant request from the Lexington Greenspace Trust, Inc. for their cleanup and native vegetation campaign targeted for the Coldstream Park Legacy Trail that borders the Cane Run creek conservation easement.

We particularly enjoy organizing community clean-up and volunteer work days, along with an eye to follow-up watering and mulching to ensure the best survivability for trees planted. We will be promoting these community service opportunities to our network of contacts and community partners.

We look forward to working with Trust leadership on this important tree canopy and environmental education effort.

If you have any questions about the support of our organization for this project, please contact us at the number below.

Sincerely

Amanda Gumbert,
Board of Trustees
Friends of Cane Run INC
859-257-6094

Actions ▾



✓ Success! Thank you for your submission. ✕

💡 This application was completed on **2024-03-14 22:13:27 UTC** and is now read-only.

KEEP COMMUNITIES FLOWING

American Water Charitable Foundation Grant Application

American Water has long believed in the importance of being a good neighbor and good steward of the environment. In our mission to demonstrate American Water's commitment to the communities it serves, we align our grant making to American Water's values. The American Water Charitable Foundation supports three pillars of giving: Water, People and Communities.

Due to the volume of grant applications received, each application is evaluated on a competitive basis as we strive to fund programs with a strong impact and measurable outcomes within our funding priorities. Before applying for a grant, we recommend you learn more about who we are, eligibility, how grant decisions are made and our scoring evaluation process by visiting our website [🔗](https://www.amwater.com/corp/Customers-and-Communities/American-Water-Charitable-Foundation/apply-for-a-grant) (<https://www.amwater.com/corp/Customers-and-Communities/American-Water-Charitable-Foundation/apply-for-a-grant>).

Thank you for your interest in the American Water Charitable Foundation and best wishes for continued success!

Keep Communities Flowing:
Water and Environment

Applications Open: Feb. 5 – Mar. 15

Grant Decisions By: April 30

Programs focused on clean water, conservation, environmental education, climate

variability, and water-based recreation. Examples include innovative, community-based projects that improve, restore or protect watersheds, surface water and/or groundwater supplies, promote water conservation, and/or improve equitable access to water-based recreation in underserved communities. Environmental projects that seek to educate, inform and advance environmental issues to preserve and protect natural resources, including reforestation efforts, biodiversity projects (habitat restoration, wildlife protection) and hazardous waste collection.

Keep Communities Flowing:

Workforce Readiness

Application Open: TBD

Grant Decisions By: TBD

Programs focused on general career readiness, financial and business literacy, positive youth development, mentoring, and life skills to help prepare future leaders of tomorrow. Programs with a strong focus on inclusion, diversity and equity will be prioritized.

Keep Communities Flowing:

STEM Education

Applications Open: TBD

Grant Decisions By: TBD

STEM-focused curricular and extracurricular programs to provide underserved students access to high-quality learning they need to succeed. Programs with opportunity for American Water employee engagement will be prioritized.

You should feel supported throughout the application process. If you have any programmatic questions please contact ✉ awcgrants@amwater.com (mailto:awcgrants@amwater.com) and if you have technical questions, please click the "Help" link available at the bottom of each page.

Please select the grant opportunity that best supports your request:

Water and the Environment

Eligibility Check

Let's make sure you're in the right place. Start by answering these basic eligibility questions.

Is your organization located in the United States?

☒ Yes

☐ No

Is your organization classified as a 501(c)(3) public charity by the Internal Revenue Service (IRS)?

☒ Yes

☐ No

Please enter your Tax ID/EIN number below.

20-1780981

In order to qualify, your organization must operate within, or directly benefit an American Water service territory to be considered for funding. See American Water service areas [link](https://www.amwater.com/corp/Customers-and-Communities/American-Water-Charitable-Foundation/communities-served-by-american-water) (<https://www.amwater.com/corp/Customers-and-Communities/American-Water-Charitable-Foundation/communities-served-by-american-water>).

Is your organization located in an American Water service area:

☒ Yes

☐ No

Using the above American Water service area link as your guide, please provide:

Select state your organization is located in.

Kentucky

Provide name of American Water service area.

Kentucky American Water Company

Provide zip code of American Water service area.

40507

Is your organization an American Water customer?

☐ Yes

☒ No

To focus our giving, there are projects and organizations we don't fund. Please review the following list in its entirety before you apply for a grant. This is not an exhaustive list and other restrictions may apply. [Click to expand](#)

**Please confirm you align with our giving guidelines outlined above
and you understand additional restrictions may apply.**

☒ Yes

☐ No

Page 3

About You

Please provide details of the **primary contact** for this request. This person will receive all communication regarding the request.

First name**Last name****Preferred Pronoun (optional)****Email****Phone number****Title****Have you spoken to anyone at American Water about this application?**☒ Yes☐ No**Please tell us who you spoke to and any other relevant details**

Kathryn Nash
President, Kentucky American Water
kathryn.nash@amwater.com
423-290-7820
Serves on our steering committee for the project.

How are you connected with the organization applying?☐ I work / volunteer for the organization that will receive the support☐ I am a contract fundraiser / grant writer☒ I am a board member☐ Other

About Organization

Enter the name of the beneficiary organization or registration number and select from the list provided.

LEXINGTON FAYETTE URBAN COUNTY GREENSPACE TRUST INC 200 E MAIN ST, LEXINGTON, KY, US (<https://benevity.com/causes>)

LEXINGTON FAYETTE URBAN COUNTY GREENSPACE TRUST INC
200 E MAIN ST
LEXINGTON, KY 40507-1310
201780981

Organization website

www.greenspacelex.org

What is the organization's mission statement?

The mission of the Greenspace Trust is to preserve, protect, enhance and maintain the open space throughout the Lexington Urban Service Area and Fayette County.

Please check the following inclusion and diversity groups with which your organization is affiliated: ?

Black-African American

LGBTQ+

Persons with disabilities

Veterans

Women

Describe how the grant would create or enhance the organization's inclusion, diversity and equity programs or promote inclusion, diversity and equity in the community.

Our project area is in a public park and green space adjacent to underserved neighborhoods in Northern Lexington. Our board and project steering committee includes individuals who identify with under-represented communities.

Describe the organization's relationship with American Water and its involvement in the project. Include names of any American Water employee(s) who serve on your organization's Board of Directors:

Board leadership has worked with local water company officials, Kathryn Nash serves on our board of directors.

Has your organization been the recipient of any other American Water or American Water Charitable Foundation funding?

☐ Yes

☒ No

Please provide your organization's social media information (optional).

Facebook page**Instagram profile****YouTube page****LinkedIn page****Twitter profile**

Please provide other social networking profiles your organization uses.

About Request

What is the name of your project?

Cane Run, Coldstream Park Greenspace Enhancement Program

Please provide a brief 10-15 word description of this project.

Expansion of native plantings, educational activities and participatory

What is the total amount you are requesting? ?

\$9,150

Specifically, how would a grant be utilized for this project? In addition, from a sustainability perspective, please share strategy for long-term funding and future viability of program beyond the time of this grant.

Funding would be applied to purchase of outdoor educational signage for the trail areas (to repair and replace outdated/damaged signage) to pay for materials and supplies for volunteers to conduct stream cleanups, mulching events and planting days, and for plant materials to install a demonstration pollinator garden along Legacy Trail that border our conservation easement in the park. We also hope to use the events associated with this activity to engage area residents in participating in a long range plan for the greenspace being developed by Lexington City Government. The park and trail serves as an important regional link for outdoor recreation, our hope is to involve casual users of the trail and park in getting involved in long term management in cooperation with Friends of Cane Run and other community based organizations in addition to our own.

If partial grant funds are awarded, is this project still feasible?

☒ Yes

☐ No

Please explain why/why not.

We can adjust activities based on resources available.

Please complete attached budget template (<https://storage.benevitygrants.org/files/american+water/public/general/American+Water+Budget+Template.xlsx>) to specify how grant funds requested from the American Water Charitable Foundation will be spent. Be as complete and specific as possible. Skipping these instructions or providing an alternative budget format will guarantee rejection of the grant application.



American+Water+Budget+LGST-2024-V03.xlsx (<https://forms.benevity.org/api/u>)
13.39 kB

Provide an executive summary of this project or initiative. (250 word max)

The Lexington Greenspace Trust holds a conservation easement along the stream and hopes to engage area residents in participating

in planning efforts, involve them in management of the resource, and understanding conservation goals necessary for its long term protection. We have identified a number of needs for the area, including repair of existing plantings, expansion of natural areas, control of litter and trash that blight the park. Your foundation's support would provide us with resources to carry out specific events and activities to reach those objectives.

Specify which area/cities/counties will be impacted by the project (and/or watershed, stream or river)

Please see attached map of Lexington, Fayette County, Kentucky, Cane Run Watershed, Coldstream Park and environs. The zone is in a karst recharge area for a public water supply spring.

Describe plans to engage the community in this project or initiative.

People love planting things, we hope to do that, people, surprisingly like mulching trees, we hope to do that, people enjoy working together in the field, we plan to do that by hosting community events at the facility in cooperation with Parks, Environmental Services and other organizations we partner with. Signage will be seen long term and help educate park users, publicity from the event(s) will help promote the resource and good environmental stewardship community wide.

Is there an opportunity for American Water to support your organization through volunteering?

☒ Yes

☐ No

Please describe potential volunteer opportunities and roles required.

We will alert your local public affairs group about schedule events, we will also have dedication events associated with installing new educational signs and the demonstration pollinator garden. If your staff can work a shovel or rake, we need them! If your staff can help interpret water supply protection information, we would love to have them be present at our events.

Please provide names of organizations you are partnering with on this project. Examples of partners could be municipalities, local environmental groups, conservation districts and schools.

Who are these partners and what are their roles?

Partner Organization Name

Friends of Cane Run inc.

Involvement or contributions to the project

Promoting the event with their membership and assisting with event coordination

Partner Organization Name

Lexington Parks and Recreation

Involvement or contributions to the project

Technical advice to the committee to ensure plans are consistent with their management of the park, and we often ask them to haul off trash collected.

Partner Organization Name

Lexington Division of Environmental Services

Involvement or contributions to the project

Technical support on plant choices and planting procedures as part of their "Plant By Number" program for the Trail Side Pollinator Demonstration Garden.

Partner Organization Name

Greesnpce Trust Steering Committee

Involvement or contributions to the project

Select volunteers from the board will be involved in event coordination, purchasing of materials, grant accounting and reporting. Note, one does not need to be on our board of directors to be a member of the project steering committee.

About Project

Explain how this project or program will make a meaningful and positive impact in the community. Include how your target audience/population will benefit. (250 word max)

The Legacy Trail and Coldstream Park is already a well used facility with over a half million anual park visits recorded by . By having example plantings, educational signage and tree identification resources park goers will benefit through direct exeprience. Volunteers who come out for community events will get first-hand training and support in planting, mulching and native plant installations. Working shoulder to shoulder with others of similar interest (but diverse backgrounds) can help form ongoing partnerships and connections to further actualize individual pride and sense of responsibility in caring for our natural resources.

How many people in total do you estimate will be impacted by this grant? Please identify the number of direct and indirect beneficiaries separately:

Number of direct beneficiaries

70

Number of indirect beneficiaries (optional)

45,000

Please identify any diverse groups that you are specifically aiming to engage with this project or program.

Black-African American

Women

Persons with disabilities

Based on the above, how many diverse people do you estimate will be impacted by this grant?

3500

How will you measure the impact of the program to the community that will be funded by the grant?

Mass media coverage, social media views, trail use statistics, event participation

Have you identified any measurable outputs for this project?

☒ Yes

☐ No

Please provide any measurable outputs you have identified, specific to this project or program.

Output**Is this an output you can report on?**☒ Yes☐ No**Output 2 (optional)****Is this an output you can report on? (optional)**☒ Yes☐ No**Output 3 (optional)****Is this an output you can report on? (optional)**☒ Yes☐ No**Have you identified any short-term or long-term outcome(s)?**☒ Yes☐ No

Please provide any measurable outcomes you have identified, including how this data will be collected.

Outcome**Is this an outcome you can report on?**☒ Yes☐ No**Outcome 2 (optional)****Is this an outcome you can report on? (optional)**☒ Yes☐ No**Outcome 3 (optional)****Is this an outcome you can report on? (optional)**☒ Yes☐ No

Have all approvals that are needed to move forward with this project been obtained? (ex. Organizational approvals, local ordinances/permits obtained, etc.)

☒ Yes

☐ No

How will the American Water Charitable Foundation be recognized as a supporter of the program or project?

Your support will be recognized at all our events, logos can be included on printed materials and signage if an approved logo is provided, we hope to invite you to dedication days if signs can be installed with your support.

Supplementary Information

If your grant were to be approved, would you prefer to receive funds via EFT or check?

☐ Check

Please note we cannot guarantee your chosen method.

Please attach any documents you feel will support your application (optional)



KAWC-EnvironmentalFoundation-ExhibitsV02.pdf (<https://forms.benevity.org/a>)
3.28 MB

Only provide photographs or videos that have been approved for public purposes.

Voluntary Feedback

We are constantly trying to improve our application process to ultimately make it easier for you to submit your grant application. We appreciate insight into how long it took you to complete this application form. Your answer will only be used to improve our application form and **will not** influence your chance of receiving funding.

How long did it take you to complete this application form?

- ☐ Less than 1 hour
- ☐ 1-3 hours
- ☒ More than 3 hours
- ☐ Prefer not to answer

How did you hear about this grant program?

☐ American Water employee

☐ American Water website

Almost Done!

Please review your application. To make changes, use the tabs at the top of the page to navigate back to the corresponding page.

What's next?

Once you submit your request, you will receive an email notification that we have received your application. Following internal review, we'll let you know if your request has been approved or declined, provided no additional information is required. Please refer to Page 1 for grant cycle dates.

Agreement

By submitting this application I confirm that I have the authority to submit this request and agree to the conditions described below.

All information contained herein is true and accurate to the best of my knowledge; Should the American Water Charitable Foundation agree to provide support for the initiative proposed in this application, I agree that information about this initiative may be highlighted on American Water communication channels, including but not limited to social media.

All projects are due within 12 months of grant award. If your application is approved, in whole or in part, we will require a status update, or final completion report, regarding success and impact of your project - this is due within 6 months. We will send you a reminder as that date approaches. Additional time, beyond 6 - 12 months, will be granted for larger projects as needed.

I consent to receiving email notifications regarding this request and any subsequent emails from the American Water Charitable Foundation or American Water that relate to this request or any future grants or sponsorships associated with this initiative.

☒ I have read the Agreement above and agree to all the terms therein.

RESOLUTION NO. 452 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO ACCEPT A \$9,150.00 GRANT ON BEHALF OF THE GREENSPACE TRUST FROM THE AMERICAN WATER CHARITABLE FOUNDATION GRANT PROGRAM, FOR THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to accept a \$9,150.00 grant on behalf of Greenspace Trust from the American Water Charitable Foundation Grant Program, for the Division of Grants and Special Programs, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized 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: September 12, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL
0810-24:CWE:4855-0520-6746, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0811-24

File ID: 0811-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 251-2024

In Control: Urban County
Council

File Created: 08/16/2024

Final Action: 09/12/2024

File Name: Request Council authorization to execute an amendment to the agreement with the Kentucky Division of Water 2023 Section 319(h) Grant Program contract.

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a modification to the Agreement with the Ky. Div. of Water, 2023 Section 319(h) Grant Program for Wolf Run to add language regarding the Build America Buy America Act requirements. [Div. of Environmental Services, Carey]

Notes: In office. 9/12/2024

Signed and CILOO filed in the CCO. 9/24/2024. MS

Sponsors:

Enactment Date: 09/12/2024

Attachments: 25 - Bluesheet Memo 319(h) Grant Modification, RESO 0811-24 Wolf Run Grant Modification 4855-4946-3259 v.1.docx, R-453-2024, Contract #251-2024

Enactment Number: R-453-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
2	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
2	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0811-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a modification to the Agreement with the Ky. Div. of Water, 2023

Section 319(h) Grant Program for Wolf Run to add language regarding the Build America Buy America Act requirements. [Div. of Environmental Services, Carey]

Summary

Authorization to execute an Amendment to the Agreement with the Kentucky Division of Water, 2023 Section 319(h) Grant Program Contract for Wolf Run to add language regarding the Build America Buy America Act requirements. No additional costs are anticipated. (L0811-24) (Carey/Albright)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 8/16/2024

Risk Management: N/A

Fully Budgeted: All Grant funds are Budgeted.

Account Number:

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project: WOLF_RUN_2024

Activity: STA_GRANT

Budget Reference: 2024

Current Balance:



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: AUGUST 16, 2024

SUBJECT: WOLF RUN 319(H) CONTRACT MODIFICATION

Request: Council authorization to execute an amendment to the agreement with the Kentucky Division of Water 2023 Section 319(h) Grant Program contract.

Purpose of Request: On September 28, 2023 (Resolution 505-2023), Council authorized acceptance of funds from the Kentucky Division of Water 2023 Section 319(h) Grant Program. Additional language regarding the Build America Buy America Act requirements was added to the contract (PON2 129 2400000129).

What is the cost in this budget year and future budget years? No additional costs are anticipated.

Are the funds budgeted? All grant funds are budgeted.

File Number: 0811-24

Director/Commissioner: Carey/Albright



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MODIFICATION TO THE AGREEMENT WITH THE KENTUCKY DIVISION OF WATER, 2023 SECTION 319(H) GRANT PROGRAM FOR WOLF RUN TO ADD LANGUAGE REGARDING THE BUILD AMERICA BUY AMERICA ACT REQUIREMENTS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Modification to the Agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Division of Water, 2023 Section 319(h) Grant Program, for Wolf Run to add language regarding the Build America Buy America requirements.

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

0811-24:TAH:4855-4946-3259, v. 1

RESOLUTION NO. 453 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MODIFICATION TO THE AGREEMENT WITH THE KENTUCKY DIVISION OF WATER, 2023 SECTION 319(H) GRANT PROGRAM FOR WOLF RUN TO ADD LANGUAGE REGARDING THE BUILD AMERICA BUY AMERICA ACT REQUIREMENTS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Modification to the Agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Division of Water, 2023 Section 319(h) Grant Program, for Wolf Run to add language regarding the Build America Buy America requirements.

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

PASSED URBAN COUNTY COUNCIL: September 12, 2024


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
0811-24:TAH:4855-4946-3259, v. 1



Commonwealth of Kentucky

CONTRACT MODIFICATION

Document Number: PON2 129 2400000129 **Version:** 2

Record Date:

Document Description: Wolf Run Watershed Water Quality Basins and Update

Cited Authority: PL319
Federal Clean Water Act

Reason for Modification: MODIFICATION #1
Date May 14, 2024
Original Contract Amount - \$320,000
Amount of Increase/Decrease - \$0
New Contract Amount - \$320,000
No increase or decrease in funds.

This modification is necessary to include current EPA guidelines and current Build America, Buy America Act language. Scope of Services, Invoicing and Assurances Sections have been updated to include current EPA guidelines and Build America, Buy America compliance language. Assurances Section, EPA general terms and conditions link has been updated as well. No increase or decrease in funds or change in scope of work and Finance Terms and Conditions have been updated to the latest version.

Issuer Contact:

Name: MICHAEL REED
Phone: 502-782-7046
E-mail: Mike.Reed@ky.gov

Vendor Name: **Vendor No.** KY0032969

LEXINGTON FAYETTE URBAN CO
GOVERNMENT

Vendor Contact

Name: Demetria Kimball Mehlhorn
Phone: 8594252554
E-mail: dkimball@lexingtonky.gov

200 EAST MAIN STREET

LEXINGTON KY 40507

Effective From: 2023-11-01

Effective To: 2027-09-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Wolf Run Watershed Water Quality Basins and Update	\$0.000000	\$320,000.00	\$320,000.00

Extended Description:

Through this project, LFUCG will improve water quality within the Wolf Run Watershed through implementing Best Management Practices (BMPs) and Chapter 7 as recommended by the Wolf Run Watershed Management Plan (WRWMP, 2013). BMP #48 will improve warm water habitat and reduce nonpoint source (NPS) pollution from entering Wolf Run Creek through retrofitting the Regency Road Detention Basin. BMP #49 will improve warm water habitat and reduce NPS pollution from entering Wolf Run Creek through creation of a detention basin, as suggested in the Southland Association's Green Infrastructure Feasibility Study. Implementing Chapter 7 recommendations to update the BMP Table when significant changes have occurred, and new monitoring data has been collected will allow continued momentum in this watershed and new projects to be identified.

Shipping Information:			Billing Information:		
Division of Water 300 Sower Blvd, 3rd Floor			Division of Water 300 Sower Blvd, 3rd Floor		
Frankfort	KY	40601	Frankfort	KY	40601
TOTAL CONTRACT AMOUNT					\$320,000.00

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MODIFICATION #1

Date – May 14, 2024

Original Contract Amount - \$320,000

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No increase or decrease in funds.

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Memorandum of Agreement Terms and Conditions

Revised October 2020

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Energy and Environment Cabinet, Department for Environmental Protection, Division of Water (“the Commonwealth”) and the Lexington Fayette Urban County Government (LFUCG) (“the Contractor”) to establish an agreement for the implementation of the “Wolf Run Watershed Water Quality Basins and Update” project. The initial MOA is effective from November 1, 2023 through September 30, 2027.

I. Scope of Services:

Through this project, LFUCG will improve water quality within the Wolf Run Watershed through implementing Best Management Practices (BMPs) and Chapter 7 as recommended by the Wolf Run Watershed Management Plan (WRWMP, 2013). BMP #48 will improve warm water habitat and reduce nonpoint source (NPS) pollution from entering Wolf Run Creek through retrofitting the Regency Road Detention Basin. BMP #49 will improve warm water habitat and reduce NPS pollution from entering Wolf Run Creek through creation of a detention basin, as suggested in the Southland Association’s Green Infrastructure Feasibility Study. Implementing Chapter 7 recommendations to update the BMP Table when significant changes have occurred, and new monitoring data has been collected will allow continued momentum in this watershed and new projects to be identified.

LFUCG shall complete the following goals, objectives and activities.

Goal: Improve warm water habitat and reduce NPS pollution from entering Wolf Run Creek through retrofitting the Regency Road Detention Basin (BMP #48 in the WRWMP, 2013).

Objective: Reduce stormwater runoff and pollutant levels through infiltration or storage (WRWMP Objective 2.1).

Activities:

LFUCG will remove the concrete channels (500 LF) from existing commercial stormwater basin and, if possible, naturalize channels to encourage infiltration and dispersal of stormwater flows across more of the basin bottom.

Objective: Reduce nutrients entering Wolf Run Creek (WRWMP Objective 4.2).

Activities:

Install native plants and trees in the water quality basin to filter and absorb excess nutrients.

Objective: Reduce temperature of stormwater discharge (WRWMP Objective 4.1).

Activities:

Install native trees in water quality basin and upstream watershed, where possible.

Objective: Create passive recreational and educational opportunities (WRWMP Objective 4.3).

Activities:

Determine if existing chain-link fence may be removed to create public access to basin.

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Hold one on-site meeting, to engage local stakeholders, to comment on draft project design.
 Create and install educational signage. Topics could include, but are not limited to, how native plants work, habitat creation within basin, and/or how citizens can help the environment.
 If the fence is removed, benches will be placed at the edges of the basin to provide an outdoor setting for lunches and breaks for nearby offices.
 Remove invasive species and replant with native species to promote pollinator species.

Objective: Determine effectiveness of project (WRWMP Objective 5.2).

Activities:

Complete two pre- and post-construction water quality monitoring events, per LFUCG 2017 approved Watershed-Focused Monitoring Program QAPP.
 Publish results at appropriate locations, including but not limited to the following webpages: LFUCG Wolf Run Watershed, KY River Watershed Watch, and/or Friends of Wolf Run.

Goal: Improve Warm Water Habitat and Reduce Non-Point Source Pollution from Entering Wolf Run Creek through creation of a detention basin, as suggested in the Southland Association's Green Infrastructure Feasibility Study (BMP #49 in the WRWMP, 2013).

Objective: Reduce pollutant levels through stormwater treatment, storage or redirection (WRWMP Objective 5.1).

Activities:

Divert stormwater from a drainage channel parallel to the railroad tracks into a constructed filtration basin on Derby Drive, and discharge the filtered flow back into the storm sewer parallel to Regency Road.
 Investigate and install, if funding allows, best value-added BMP (structural or chemical) to reduce fine sediment from railroad tracks.

Objective: Reduce nutrients entering Wolf Run Creek (WRWMP Objective 4.2).

Activities:

Install native plants and trees in water quality basin to filter and absorb excess nutrients.

Objective: Reduce temperature of stormwater discharge (WRWMP Objective 4.1).

Activities:

Install native trees in water quality basin and upstream watershed, where possible.

Objective: Create passive recreational and educational opportunities (WRWMP Objective 4.3).

Activities:

Hold one on-site meeting, to engage local stakeholders, to comment on draft project design.
 Create and install educational signage. Topics could include, but are not limited to, how native plants work, habitat creation within basin, and/or how citizens can help the environment.
 Remove invasive species and replant with native species to promote pollinator species.

Objective: Determine effectiveness of project (WRWMP Objective 5.2).

Activities:

Complete two pre- and post-construction water quality monitoring events, per LFUCG 2017 approved Watershed-Focused Monitoring Program QAPP.
 Publish results at appropriate locations, including but not limited to the following webpages: LFUCG Wolf Run Watershed, KY River Watershed Watch, and/or Friends of Wolf Run.

Goal: Implement Chapter 7 Recommendations of the WRWMP (2013) to update the BMP Table when significant changes have occurred and new monitoring data has been collected by following Division of Water (DOW) NPS & Basin Team Section Watershed Plan Update Guidance (2022).

Objective: Implement water quality monitoring.

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Activities:

Complete two instream wet weather monitoring activities, per LFUCG 2017 approved Watershed-Focused Monitoring Program Quality Assurance Project Plan (QAPP).

Objective: Update pollutant load reduction spreadsheet.

Activities:

Compile all existing water quality data from 2013 to present.
 Update pollutant load reduction tables from WRWMP 2013.
 Compare pollutant load tables from 2013 to present.
 Determine additional BMPs, if any, needed to achieve water quality standards/benchmarks.
 Update Water Quality Maps.

Objective: Update WRWMP BMP Table.

Activities:

Reconvene Wolf Run Watershed Council (WRWC) and meet, at a minimum, every quarter during grant.
 Update WRWMP BMP Table using information from Goal Objective 3.2 and following Chapter 6 of the Kentucky (KY) Watershed Planning Guidebook.
 Update WRWMP BMP Maps.
 Create an addendum in the WRWMP showing all projects completed to date.

Plan of Work

The overall goal of implementing water quality projects recommended in the WRWMP (2013) and by updating the BMP Table in the WRWMP is to continue the momentum to improve water quality that the residents, professionals, and government officials have created over the years of dedication to the Wolf Run Watershed. This will be achieved through several activities noted above and detailed below.

One project the WRWMP BMP Table (#48) recommends is to retrofit a commercial basin that drains 22 acres of professional office area. There is 500LF of concrete channel running through this basin, 280LF is classified as an ephemeral stream, and the entire concrete channel will be removed and a more natural drainage waterway within the detention basin will be created. This drainage channel will not be a full stream restoration due to constraints and integrity of the detention basin; however, by removing the concrete channels, it will encourage infiltration, dispersal of stormwater flows across more of the basin bottom, and filtration through native plants and trees. The basin is currently turf mowed, but through this retrofit process, the grass and any invasive species will be removed and native plants and trees installed. In addition, evaluation of the necessity of the chain-link fence will occur. If possible, this fence will be removed and benches will be placed at the edges of the basin to provide an outdoor setting for passive recreation.

LFUCG Division of Water Quality (DWQ) completed a portion of WRWMP BMP #49 - Southland Association's Green Infrastructure Feasibility Study (aka Southland Area Storm Drainage Project) in 2018. One project the Southland Study recommended was to divert stormwater from a drainage channel parallel to the railroad tracks (3,200 LF) into a filtration basin to capture pollutants, specifically sediment, from this drainage area (21 acres). There is a storm sewer system that captures this drainage area 75 feet from LFUCG-owned water quality lots off Derby Drive. This project proposes to divert this stormwater onto city property, thru an existing utility easement, and allow it to migrate through a filtration basin prior to it flowing back into the stormwater system off Regency Road. This property is within a small neighborhood and to enhance the look, along with function, flowering native plants and trees will be installed for color and to encourage pollinator species to use this area. Additionally, educational signage will be installed and this area will be used for BMP tours, a geocaching location, passive recreation (bird watching), etc.

To determine effectiveness of these two BMPs, pre- and post-construction monitoring at the instream outfall on Southland Drive will occur during 4 wet weather events (2 pre and 2 post). These monitoring events will follow the QAPP approved for the LFUCG Watershed-Focused Monitoring Program. The results will be incorporated into the updated WRWMP, 2013, discussed below.

Public input and education is a large part of the detention basin projects. As a part of this grant, the WRWC will be reactivated to meet, at a minimum, on a quarterly basis to discuss design ideas, educational signs, and monitoring results. The public will be invited to attend these meetings through advertisement in various platforms

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and outlets, such as, but not limited to, Facebook (Live Green Lexington, Friends of Wolf Run, etc.), Council Member Newsletters, Next Door, and email.

While the Council is reconvened, it is also an ideal time to update the BMP Table of the WRWMP using the Watershed Plan Update Guidance (KDOW 2022). The WRWC will also work closely with other stakeholders in the watershed, including but not limited to, Friends of Wolf Run, University of Kentucky, Kentucky River Watershed Watch, etc., to assist in updating this BMP Table.

Since the completion of the approved WRWMP, 2013, 30-40 projects have been implemented and recommended studies completed. In addition, the LFUCG Watershed-Focused Monitoring Program is completing an instream sampling within the Wolf Run Watershed in 2022-2023. The results from this monitoring program, and two additional wet weather monitoring events, will be used to compare to the original water quality data to see if these projects have made an improvement in the watershed. Not only will this comparison be made, the new water quality monitoring information will be used to update the pollutant load calculation worksheets and determine if any additional projects need to be added to the WRWMP BMP Table. Several other studies, such as the Urban Tree Canopy Report (UTC, 2022) will also be used to identify additional small scale projects with the watershed. The BMP Table will also be updated by removing the projects completed to date and creating an addendum to the WRWMP with project information. In addition, water quality maps and BMP implementation maps will be updated. This information will be shared through an interactive map on-line (similar to the tool created for the West Hickman Watershed). The end goal is to add this updated BMP Table as an approved addendum to the WRWMP, 2013.

Through the purchasing process, LFUCG will contract with a qualified engineering firm to complete all required work associated with the two detention basin projects and the BMP Table update. In addition, LFUCG will hire Friends of Wolf Run to assist in advertising and running on-site public input meetings and Wolf Run Watershed Council meetings.

Quality Assurance Project Plan (QAPP)

This section is only applicable if monitoring or sampling occurs during this project.

LFUCG will develop and submit to the Cabinet for review and approval, a QAPP for the environmental monitoring activities associated with the project described in this Agreement. No project monitoring activities will occur until the QAPP has been reviewed and approved by the Cabinet. LFUCG will ensure that all environmental monitoring activities in this Agreement will be conducted in accordance with the approved QAPP. The approved QAPP will be incorporated into this Agreement by reference.

The Kentucky Division of Water (DOW) requires submittal of a data package after each sampling period, which should include Chain-of-Custody forms, field notes, calibration records of all instrumentation, and a raw data file as submitted from the laboratory. The package will also include relevant notes from field work identifying issues encountered, action needed or changes made to the sampling plan or QAPP. All issues or changes must also be communicated to DOW nonpoint source staff as soon as possible.

A final summary of overall project quality assurance will be submitted at the end of the project. The final Quality Assurance (QA) report should explain and detail the quality processes and controls used in sampling, both by the laboratory and in the field. Examples of QA report content are listed below. The report should summarize the sampling results and outline any and all deficiencies or discrepancies in the data collection and analysis process.

Examples of a QA report content are:

Types and results of quality control samples; field blanks, field splits, field duplicates. Discussion of how the Quality Control (QC) samples met the precision, accuracy, completeness, bias data quality objectives from the QAPP. Explanation of data qualifiers and how it affected the data results (data that is flagged by the laboratory). Corrective action taken for any data quality issues.

Best Management Practices Implementation Plan

This section is only applicable if BMP's occur during this project.

LFUCG shall develop and submit to the Cabinet for review and approval, a Best Management Practices (BMP) Implementation Plan for all BMP implementation activities associated with the project described in this Agreement. No BMP implementation activities shall occur until the BMP Implementation Plan has been approved by the Cabinet. LFUCG shall ensure that all BMP implementation activities in this Agreement shall be conducted in

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accordance with the approved BMP Implementation Plan. The approved BMP Implementation Plan shall be incorporated into this Agreement by reference.

The BMP Implementation Plan shall include: (1) a list of BMP technologies to be installed; (2) a description of the technology selection process, to include the estimated cost, relative treatment efficiency, and the minimum operation and maintenance required for the BMP to operate efficiently; (3) a description of how BMPs shall be targeted to specific locations and if locations are known, a map(s) clearly showing the location where the BMP technologies shall be demonstrated; (4) a means of notifying the Division of Water, Nonpoint Point Source (NPS) Section prior to BMP implementation; (5) a financial plan of action, which describes how financial assistance shall be provided for technology demonstration; (6) the type of maintenance agreement to be made with the landowner; and (7) a statement that ensures that all agricultural or forestry BMPs will be consistent with the Kentucky Agriculture Water Quality Act and/or the Forest Conservation Act.

Education Materials

LFUCG shall ensure that all materials to be used in school-based education shall conform to the Kentucky Academic Standards for Assessment. When materials are submitted, the corresponding section of the Kentucky Academic Standards must be cited.

LFUCG shall ensure that all outreach materials conform to the North American Association for Environmental Education's (NAAEE) *Environmental Education Materials: Guidelines for Excellence* (www.NAAEE.org).

Geographic Information System (GIS) Activities

LFUCG shall ensure that all geospatial data created shall be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards shall be obtained from the web site "www.fgdc.gov" under the topics of "standards" and "publications".

Animal Feeding Operation (AFO) Activities

LFUCG shall ensure that any AFO receiving financial assistance from 319(h) funds will implement a nutrient management plan. An AFO is defined by 40 C.F.R. § 122.23(b) as any lot or facility (other than an aquatic animal production facility) where i) animals (other than aquatic animals) have been, are, or will be stabled or confined and fed or maintained for a total of 45 days or more in any 12 month period, and ii) where crops, vegetation forage growth, or post-harvest residues are not sustained over any portion of the lot or facility.

Training

All personnel involved in monitoring activities that are performed by LFUCG or sub-contractor will be provided (or required to develop) standard operating procedures (SOPs), and will be trained in sampling techniques by DOW staff. This training will be a part of the NPS project conditions, and will not incur any additional cost to the vendor.

Build America, Buy America (BABA) Act

The Subrecipient must be equipped to fully comply with all administrative requirements associated with the provisions of the Build America, Buy America (BABA) Act, Public Law No. 117-58, §§ 70901-27. Therefore, Subrecipients must prepare contracts and notices of award to include required BABA language (Appendix A). Subrecipients are also required to perform oversight duties associated with BABA provisions and includes requiring the submission of a Contractor Certificate of Compliance with Build America, Buy America Provisions for Federally Assisted Contracts (Appendix C) by contractors and subcontractors along with required receipts and supporting documentation.

Measures of Success

LFUCG staff will:

Goal: Improve Warm Water Habitat and Reduce Non-Point Source Pollution from entering Wolf Run Creek through Retrofitting the Regency Road Detention Basin (BMP #48 in the WRWMP, 2013).

Objective: Reduce stormwater runoff and pollutant levels through infiltration or storage.

Measures of Success:

In-Stream Water Quality Monitoring Results
Pre, Mid & Post Construction Photo Documentation
Square Feet (SqFt) of Native Plants Installed
Numbers of Trees Installed

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Objective: Reduce nutrients entering Wolf Run Creek.

Measures of Success:

In-Stream Water Quality Monitoring Results
Pre, Mid & Post Construction Photo Documentation
SqFt of Native Plants Installed
Numbers of Trees Installed

Objective: Reduce temperature of stormwater discharge.

Measures of Success:

In-Stream Water Quality Monitoring Results
SqFt of Native Plants Installed
Numbers of Trees Installed

Objective: Create passive recreational and educational opportunities.

Measures of Success:

SqFt of Native Plants Installed
Numbers of Trees Installed
Numbers of Educational Signs Installed
Attendance at Public Meetings
Updated WRWMP BMP Table
Update WRWMP Water Quality & BMP Maps
Create online interactive map with BMP information

Objective: Determine effectiveness of project.

Measures of Success:

In-Stream Water Quality Monitoring Results
Pre, Mid & Post Construction Photo Documentation

Goal: Improve Warm Water Habitat and Reduce Non-Point Source Pollution from Entering Wolf Run Creek through creation of a detention basin, as suggested in the Southland Association's Green Infrastructure Feasibility Study (BMP #49 in the WRWMP, 2013).

Objective: Reduce pollutant levels through stormwater treatment, storage or redirection.

Measures of Success:

In-Stream Water Quality Monitoring Results
Pre, Mid & Post Construction Photo Documentation
SqFt of Native Plants Installed
Numbers of Trees Installed

Objective: Reduce nutrients entering Wolf Run Creek.

Measures of Success:

In-Stream Water Quality Monitoring Results
Pre, Mid & Post Construction Photo Documentation
SqFt of Native Plants Installed
Numbers of Trees Installed

Objective: Reduce temperature of stormwater discharge.

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Measures of Success:

In-Stream Water Quality Monitoring Results
SqFt of Native Plants Installed
Numbers of Trees Installed

Objective: Create passive recreational and educational opportunities.

Measures of Success:

SqFt of Native Plants Installed
Numbers of Trees Installed
Numbers of Educational Signs Installed
Attendance at Public Meetings
Updated WRWMP BMP Table
Update WRWMP Water Quality & BMP Maps
Create online interactive map with BMP information

Objective: Determine effectiveness of project.

Measures of Success:

In-Stream Water Quality Monitoring Results
Pre, Mid & Post Construction Photo Documentation

Goal: Implement Chapter 7 Recommendations of the WRWMP (2013) to update the BMP Table when significant changes have occurred and new monitoring data has been collected by following DOW NPS & Basin Team Section Watershed Plan Update Guidance (2022).

Objective: Implement water quality monitoring.

Measures of Success:

In-Stream Water Quality Monitoring Results
Pre, Mid & Post Construction Photo Documentation

Objective: Update pollutant load reduction spreadsheet.

Measures of Success:

In-Stream Water Quality Monitoring Results
Update WRWMP Water Quality & BMP Maps

Objective: Update WRWMP BMP Table

Measures of Success:

Updated WRWMP BMP Table
Update WRWMP Water Quality & BMP Maps
Create online interactive map with BMP information

Reports

LFUCG shall:

Provide a quarterly programmatic report. The report shall cover progress to date, any problems encountered and actions taken and any anticipated activity and work products expected during the next quarter as outlined in the Project Status Report Template below. Provide a final report detailing activities and deliverables completed during the agreement period. The final report is due 30 days after the end of the project. All reports shall be submitted

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electronically to the Commonwealth within specified timeframes listed above and in the format included in the Project Status Report Template.

Project Status Report Template

Grant Recipient Name: Lexington Fayette Urban County Government

Project Name: Wolf Run Watershed Water Quality Basins and Update

Principal Investigator/Project Manager: Demetria Kimball Mehlhorn

Reporting Period: (month & year)

Accomplishments, publicity, news:

(Provide an update on project activities, any publicity on the project, including links to articles)

Performance outcome data/metrics:

(Provide updates on specific activity targets, project timelines and/or metrics from the grant agreement)

Problems, issues, variances from plan:

(Provide updates on any problems with project activities, timelines, any variances from the original work plan)

Project Status Report Template

Section 319(h) Nonpoint Source Project Progress Report

Reporting Period: --/--/-- to --/--/--/ Grant: PPG –BG-00D21423 State: Kentucky

Project Name: Wolf Run Watershed Water Quality Basins and Update

Contractor: LFUCG

Federal amount: \$320,000

Budget Period Start Date: 11/1/23 End Date: 9/30/27 Total Project Cost: \$533,333

Expended this Period: \$ _____ Total Expenditures to Date: \$ _____

Waterbody/Watershed Identification: Kentucky

NPS Category: Sedimentation/Siltation, Suspended Solids, Pathogens/Bacteria, Pesticides, Oil and Grease, Nutrients

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Purpose Statement: The goal of this project is to improve water quality within the Wolf Run Watershed through implementing Best Management Practices (BMPs) and Chapter 7 as recommended by the Wolf Run Watershed Management Plan (WRWMP, 2013).

LFUCG's Milestones

All milestones will begin on November 1, 2023 and end on September 30, 2027.

Develop and submit materials to Division of Water for review and comment. Duration of Contract

Submit advanced written notice to Nonpoint Source (NPS) Program staff for all educational public meetings, field days, workshops, etc. Duration of Contract

Submit draft news articles, brochures, newsletter articles and other educational outreach materials to NPS Program staff for approval - includes drafts of flyers and postcards inviting public to meetings and events. Duration of Contract

Submit an Annual Load Reduction Report to NPS program staff if requested. Duration of Contract

Notice to Proceed & Council Acceptance. November 2023 – November 2024

Obtain Consulting Engineer through LFUCG Procurement Process for Engineering Services. November 2023 – January 2024

Start gathering information and contacts for public involvement. November 2023 – January 2024

Quarterly Wolf Run Watershed Council Meetings, Duration of Contract

Update Webpage with project information as available. Duration of Contract

Develop and submit a BMP Implementation Plan for DOW staff approval. January 2024 – February 2024

Submit Approved LFUCG Watershed-Focused Monitoring QAPP with updated Wolf Run Sampling Location, if needed, to DOW. February 2024

Create preliminary design plans and hold public input meeting. February 2024 – June 2024

Complete two rounds of wet weather in-stream water quality monitoring. March 2024 – May 2024

Meet with permitting agencies on stream permitting requirements. March 2024

Update pollutant load reduction calculation sheet. May 2024 – July 2024

Submit preliminary design plans for review to DOW NPS staff, LFUCG staff, utilities, and Wolf Run Watershed Council. June 2024

Submit Pollutant Load Reduction Information to DOW and share with WRWC. July 2024

Create addendum to WRWMP of completed projects. July 2024 – July 2025

Prepare design plans for permit submittals. July 2024 – September 2024

Submit required permit applications. September 2024

Prepare final design plans, specifications, quantity take-offs, and construction cost estimates. October 2024 – January 2025

Update WRWMP BMP Table & Maps. October 2024 – July 2025

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Obtain Construction Contractor through LFUCG Bid Procurement Process for Construction Contracts. January 2025 – March 2025

Design & Submit Educational Signage to KDOW NPS staff and WRWC for review and approval. January 2025 – March 2025

Construct Improvements. April 2025 – September 2026

Submit WRWMP Completed Projects Addendum & Updated BMP Table to KDOW. August 2025 – November 2025

Install Education Signage. March 2026 – May 2026

Project Completion Tour. September 2026

Complete two post-construction monitoring events. May 2026 – September 2026

Prepare and Submit Draft Final Report. August 2027

Incorporate any changes and submit Approved Final Report. September 2027

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 Signature Date
Notifications

All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing and sent to the following:

LFUCG

Attn: Demetria Kimball Mehlhorn

200 East Main Street, 9th Floor

Lexington, Kentucky 40507

859-425-2554

dkimball@lexingtonky.gov

Vendor UEI Number: VM1GLHWZXA96

Division of Water

Attn: Mike Reed

300 Sower Blvd., Third Floor NW/29

Frankfort, Kentucky 40601

502-782-6892

Mike.Reed@ky.gov

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II. Pricing:

The Commonwealth shall reimburse LFUCG up to \$320,000 for services and activities as outlined in the Program Budget table below.

Program Budget

Categories	The Commonwealth	Cost Share/ In-kind Match	Total
Personnel	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$0	\$6,000	\$6,000
Construction	\$0	\$0	\$0
Other	\$0	\$0	\$0
Total Direct Charges	\$0	\$6,000	\$6,000
Indirect Charges (up to 10% of the Commonwealth's Total Direct Charges) **	\$0	\$0	\$0
Contractual	\$320,000	\$207,333	\$527,333
Total	\$320,000	\$213,333	\$533,333
Program Income	\$0	\$0	\$0

A detailed budget template provided by the Commonwealth shall be completed and submitted to DOW prior to the start of the project and before the start of each fiscal year

INDIRECT COST:

If the contractor is receiving state funds the contractor may not charge indirect costs in excess of ten (10) percent of total direct costs. An indirect rate **shall not** be charged on contractual expenditures. Indirect charges exceeding the ten (10) percent shall be considered as cost share provided by the contractor.

If the contractor is receiving federal funds the Contractor shall use the indirect rate corresponding with the agreement the contractor has with the federal entity or ten (10) percent. The contractor shall provide a copy of the indirect agreement prior to the federal funds being awarded.

III. Invoicing

LFUCG shall:

Invoice the Commonwealth quarterly for authorized expenditures by budget line item.

The invoice must indicate:

1. The Document ID number, which can be found at the top of the MOA/PSC. The Document ID number can be recognized by the beginning letters "PON2" or "SC"
2. Invoice number
3. Invoice date
4. Dates of service covered
5. Current expenditures with each item listed separately
6. Cumulative expenditures to date
7. Current cost share or match, if identified in the Program Budget
8. Cumulative cost share or match
9. Include a copy of the transaction detail report if available and/or receipt

Backup documentation must be maintained for each invoice, as required by the record retention schedule in Kentucky's Administrative Regulation 725 KAR 1:061 and/ or 2CFR 200.334 through 200.338. The backup documentation can either be submitted with the invoice or kept for inspection by the Commonwealth, if or when requested.

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Examples of backup documentation may include:

1. Personnel – payroll spreadsheet showing time worked within the invoice period. Spreadsheet shall contain salary information, name of employee or some identifiable number, percent of time applied to grant, along with the number of hours and fringe benefits per person.
2. Fringe – include in payroll spreadsheet.
3. Travel – travel voucher or invoices showing airfare, hotel expenses, etc. Mileage will be paid based on rate established through a travel policy by the recipient. If no rate has been established, the recipient may use the state or federal mileage rate.
4. Equipment – receipt marked paid (an invoice shall be submitted after equipment is paid for).
5. Supplies – receipt marked paid (an invoice shall be submitted after supplies are paid for).
6. Contractual – invoice and documentation that item has been paid (recipient shall verify invoice).
7. Construction – invoices, receipts marked paid and any other documents that properly verify expenses.
8. Indirect costs – will be verified not to exceed the allowable rate established in the MOA.
9. Other – invoice and documentation that item has been paid (recipient shall verify invoice).

In the event that LFUCG incurs no expenses within a reporting timeframe, LFUCG shall submit an invoice for zero (0) dollars or provide a “notice of no expenses,” based on the Commonwealth’s requirements.

Final Invoice: The final invoice should be clearly marked as “FINAL INVOICE” to indicate that all funds that will be expended, have been expended.

The request for payment must include a Build America, Buy America Report of Compliance (Appendix B) signed by the subrecipient, the Contractor Certificate of Compliance with Build America, Buy America (Appendix C) signed by the applicable contractor or subcontractor and supporting documentation.

Where to submit invoices:

All invoices shall be submitted via email to:

Division of Water
Attn: Mike Reed
300 Sower Blvd., Third Floor NW/29
Frankfort, Kentucky 40601
502-782-6892
Mike.Reed@ky.gov

In the subject line of the email list:

Project Number 23-07, Invoice #

IV. Assurances:

Award Number: FFY-2023 Performance Partnership Grant–PPG BG - 00D21423, CFDA 66.605.

The parties shall abide by all terms of the award:

LFUCG agrees to comply with the current EPA general terms and conditions available at

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2019-or-later>

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<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>

The following is a list of statutory, regulatory, and Executive Order requirements for subrecipients on EPA funded projects per 2 CFR 200.331(a) (2). As a subrecipient of EPA funding, you must agree to abide by the applicable requirements listed below.

1. Nondiscrimination Laws and Social Policies

Most EPA financial assistance recipients are subject to the laws and policies described below. This list of nondiscrimination and social policy requirements is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement.

Disadvantaged Business Enterprises

EPA regulations at 40 CFR Part 33, “Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs” set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women’s Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with 40 CFR 33.102 and the definition of “Recipient” in 40 CFR 33.103.

2. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the General Terms and Conditions (T&C) of the pass-through entity’s agreement with EPA.

Federal Funding Accountability and Transparency Act

As set forth in the General Condition of the pass-through entity’s agreement with EPA entitled “Reporting Subawards and Executive Compensation” the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements.

Suspension and Debarment

The pass-through entities responsibilities are described at 2 CFR Part 180, Subpart C and the “Debarment and Suspension” T&C of the pass-through entity’s agreement with EPA. These requirements, which include checking SAM to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with 2 CFR 180.220 under 2 CFR 1532.220 suspended or debarred parties may not receive EPA funded contracts in excess of \$25,000 at any tier. Also, at 2 CFR 1532.995 EPA has identified activities that suspended or debarred parties may not perform as a “Principal” in EPA financial assistance agreements and subawards.

New Restriction on Lobbying, 40 CFR Part 34

Subrecipients must submit certification and disclosure forms required by 40 CFR 34.110 and the “Lobbying and Litigation” T&C for subawards in excess of \$100,000.

Uniform Grant Guidance Requirements (UGG)

Subrecipients must comply with 2 CFR Part 200 requirements when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance.

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3. Environmental Authorities

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement.

Clean Air Act and Clean Water Act

Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the System for Award Management. Subrecipients are required to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

National Environmental Policy Act

Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at 40 CFR Part 6, and note that certain EPA actions are exempt from NEPA. Pass-through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

National Historic Preservation Act

Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases. EPA funded projects with the potential to affect historic properties – i.e., properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (e.g., asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands. Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

Protection of Wetlands, Executive Order 11990 (1973), as amended

EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require pass-through entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

Coastal Zone Management Act

This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

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Coastal Barriers Resources Act

This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

Wild and Scenic Rivers Act

This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

Endangered Species Act (ESA)

This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402. The ESA consultation process is triggered when an action "may affect" ESA-protected species or critical habitat. Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate."

Safe Drinking Water Act

Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

Build America, Buy America (BABA) Act

The Subrecipient agrees to comply with the BABA Act requirements in the Infrastructure Investment and Jobs Act, P.L. 117-58, §§ 70911-70917, as described in the EPA General Terms and Conditions. These requirements do not supersede the American Iron and Steel requirement; both requirements apply and work in conjunction.

Subrecipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

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3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

DOMESTIC PREFERENCE REQUIREMENTS:

1. American Iron and Steel

The Subrecipient agrees that treatment works projects must comply with the American Iron and Steel requirement which provides that the iron and steel products used in the project must be produced in the United States, unless a waiver is granted.

(a) *Definitions.* As used in this award term and condition—

(1) “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(2) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements the Water Resources Reform and Development Act of 2014 (WRRDA) by requiring that all iron and steel products used for a project for the construction, alteration, or repair of a treatment work are produced in the United States except as provided in paragraph (b)(2) and (b) (3) of this section and condition.

(2) This requirement does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.

(3) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that:—

- (1) applying the requirement would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

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Memorandum of Agreement Standard Terms and Conditions

Revised April 2024

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for

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the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment

	Document Phase	Document Description	Page 22
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without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his 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.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

	Document Phase	Document Description	Page 23
2400000129	Draft	Wolf Run Watershed Water Quality Basins and Update	Total Pages: 23

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

AGREED TO BY:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT:


Linda Gorton, Mayor

9/17/24
Date

DEPT. FOR ENVIRONMENTAL PROTECTION:

Anthony R. Hatton, Commissioner

Date

ENERGY AND ENVIRONMENT CABINET:

Rebecca W. Goodman, Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

EEC, Office of Legal Services

Date

BABA Contract Language

REQUIRED CONTRACT LANGUAGE

Any contracts that may include a project for infrastructure, including subcontracts, shall include the following terms:

Buy America Domestic Procurement Preference:

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit the specific Federal funding agencies BABA website. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Federal funding agency may grant, a waiver from these requirements, subject to review by the Made in America Office. The Federal funding agency may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing general applicability waiver. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to the specific Federal funding agencies website and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Waiver type (public interest, non-availability, or unreasonable cost).
2. Recipient or subrecipient name and Unique Entity Identifier (UEI).
3. Federal agency who issued the award.
4. Federal financial assistance listing name and number.
5. Federal financial assistance title of project.
6. Federal Award Identification Number (FAIN).
7. Federal financial assistance funding amount.
8. Total estimated infrastructure expenditures, including all Federal and non-federal funds (to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America preference requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted on the Federal funding agencies waivers website; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that consists of only one of these items:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; and
- Drywall.

“Construction Materials” does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Contractors and subcontractors must submit the “EEC-003 – Contractor Certificate of Compliance with Build America, Buy America Provisions for Federally Assisted Contracts” form, to the awarding entity. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABA domestic preference requirement. Such disclosures shall be forwarded to the awarding entity who in turn will forward the disclosures to the Federal funding agency.”



**SUBRECIPIENT REPORT OF COMPLIANCE
WITH BUILD AMERICA, BUY AMERICA PROVISIONS
FOR FEDERALLY ASSISTED CONTRACTS**

This form is to be submitted with each request for reimbursement of funding by the subrecipient and as requested by the Energy and Environment Cabinet during the project.

SUBRECIPIENT NAME			
CONTRACT NUMBER			
PROJECT DESCRIPTION			
BILLING PERIOD		TO	

Subrecipient Statement:

I confirm to the best of my knowledge and belief that we are in compliance with the requirements of Pub. L. No. 117-58, §§ 70901-27 as referenced in the following requirements of the Build America, Buy America (BABA) Act and the grant agreement between the Federal funding agency and the Commonwealth of Kentucky.

Signature (Subrecipient Representative)

Title

Date

The Build America, Buy America Act, enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA), applies a domestic content procurement preference requirement (Buy America Requirement) to federally funded public "infrastructure projects." Per Section 70914 of the IIJA funds may not be obligated for an "infrastructure project" unless all of the iron and steel, manufactured products, and construction materials used in the project was produced in the United States or an applicable a waiver to the domestic content procurement preference requirement is used.

Subrecipient Responsibility

The subrecipient is responsible for ensuring the Buy America Requirement flows down to all contracts, subcontracts, and purchase orders for work performed under the proposed infrastructure project. Subrecipients of awards containing the Buy America Requirement must ensure that absent a waiver none of the funds provided under their award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.



The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Compliance Verification

Buy America requirements must flow down to all contracts, subcontracts and purchase orders for work performed under the infrastructure project; therefore, subrecipients must maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States.

The Certificate of Compliance form (Form EEC-003) must be provided by contractor and subcontractors from the suppliers or manufacturers of the iron and steel, manufactured products, and construction materials and flow up from all contractors and subcontractors to the subrecipient.

Subrecipients must keep these certifications with the award/project files and be able to produce upon request from the Federal funding agency, Energy and Environment Cabinet, auditors or Office of Inspector General. Copies of the Certificate of Compliance form (Form EEC-003) may be requested from the Energy and Environment Cabinet.



**CONTRACTOR CERTIFICATE OF COMPLIANCE
WITH BUILD AMERICA, BUY AMERICA PROVISIONS
FOR FEDERALLY ASSISTED CONTRACTS**

Prime Contractors and subcontractors should complete and sign a copy of this form and submit with each payment request to the Energy and Environment Cabinet (EEC). Prime contractors must also attach receipts and/or other documentation with this form showing evidence of Buy America compliance.

CONTRACTOR NAME			
CONTRACTOR ADDRESS			
PROJECT NAME			
INVOICE PERIOD		TO	
CONTRACT NUMBER			
CONTRACT AMOUNT			

This certification is to be utilized by prime contractors and subcontractors who have been awarded contracts funded through the Energy and Environment Cabinet and subject to the Buy America provisions of the Infrastructure Investment and Jobs Act (Pub. L. No 117-27). Buy America provisions state:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

MATERIALS/MANUFACTURED GOOD(S) BEING USED FOR PROJECT (Please List)

TYPE OF GOOD	MAKE & MODEL	MANUFACTURING LOCATION



CERTIFICATE OF COMPLIANCE WITH BUY AMERICA

- ☐ I hereby certify that all of the iron and steel, manufactured products, and construction materials supplied or provided by our company for use on this project was manufactured in the United State of America, unless an applicable waiver applies.

or

I am relying on the following Buy America waiver(s) (check all that apply):

- ☐ De Minimis Waiver
Iron and steel, manufactured products, and construction materials supplied/provided by our company equal no more than 5 percent of the total applicable project costs of the iron and steel, manufactured products, and construction materials used in and incorporated into this project.
- ☐ Small Grants Waiver
The total award amount does not exceed the Simplified Acquisition Threshold of currently \$250,000.00 and is not anticipated to exceed the Simplified Acquisition Threshold for the life of the award and is not subject to the provisions of Buy America.

Representative Name

Title

Representative Signature

Date



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0812-24

File ID: 0812-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 08/16/2024

Final Action: 09/12/2024

File Name: Request Council authorization to accept federal funds of \$251,030 from the Kentucky Transportation Cabinet's Office of Highway Safety for participation in the Traffic Safety Program for Fiscal Year 2025. No local match is required.

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept Federal funds from the Ky. Transportation Cabinet's Office of Highway Safety, which Grant funds are in the amount of \$251,030, for the Traffic Safety Program for FY 2025, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

Notes:

Sponsors:

Enactment Date: 09/12/2024

Attachments: 25-Bluesheet Memo Traffic Safety Award, RESO 0812-24 (Trans Cabinet Traffic Safety Program) 4867-5293-5387 v.1.docx, R-454-2024

Enactment Number: R-454-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
2	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
2	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0812-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept Federal funds from the Ky. Transportation Cabinet's Office of

Highway Safety, which Grant funds are in the amount of \$251,030, for the Traffic Safety Program for FY 2025, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

Summary

Authorization to accept Federal funds of \$251,030 from the Kentucky Transportation Cabinet's Office of Highway Safety for participation in the Traffic Safety Program for FY 2025. The purpose of the Grants is to reduce fatalities on Kentucky Rd.ways, minimize injuries to individuals and property, and educate the public. No local match is required. (L0812-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 8/15/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number:

This Fiscal Year Impact: \$251,030

Annual Impact: \$0

Project: TRAFSAFTY_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: BA in process



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: AUGUST 15, 2024

**SUBJECT: Fiscal Year 2025 Transportation Cabinet Traffic Safety Program for the
Lexington Police Department**

Request: Council authorization to accept federal funds of \$251,030 from the Kentucky Transportation Cabinet's Office of Highway Safety for participation in the Traffic Safety Program for Fiscal Year 2025. No local match is required.

Purpose of Request: The Lexington-Fayette Urban County Government Division of Police has been offered a grant of \$251,030 from the Kentucky Transportation Cabinet's Office of Highway Safety for participation in the Traffic Safety Program. These federal funds originate from the U.S. Department of Transportation's Highway Safety Standards Branch. The main purpose of these grants is to reduce fatalities on Kentucky roadways, minimize injuries to individuals and property, and to educate the public in ways to do this. The Division of Police will use grant funds for police overtime to detect speeders and other traffic violators.

Cost in this Budget Year and future budget years: \$251,030 is awarded for FY 2025. No matching funds are required. Funding for future budget years is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0812-24

Director/Commissioner: Weathers/Armstrong



RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT FEDERAL FUNDS FROM THE KENTUCKY TRANSPORTATION CABINET’S OFFICE OF HIGHWAY SAFETY, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$251,030.00, FOR THE TRAFFIC SAFETY PROGRAM FOR FY 2025, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept Federal funds from the Kentucky Transportation Cabinet’s Office of Highway Safety, which Grant funds are in the amount of \$251,030.00, for the Traffic Safety Program for FY 2025, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0812-24:ANB:4867-5293-5387, v. 1

RESOLUTION NO. 454 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT FEDERAL FUNDS FROM THE KENTUCKY TRANSPORTATION CABINET'S OFFICE OF HIGHWAY SAFETY, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$251,030.00, FOR THE TRAFFIC SAFETY PROGRAM FOR FY 2025, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept Federal funds from the Kentucky Transportation Cabinet's Office of Highway Safety, which Grant funds are in the amount of \$251,030.00, for the Traffic Safety Program for FY 2025, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: September 12, 2024


MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0812-24:ANB:4867-5293-5387, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0813-24

File ID: 0813-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 08/16/2024

Final Action: 08/29/2024

File Name: Request Council authorization to accept a federal award in the amount of \$499,997 from the U.S. Department of Health and Human Services under the First Responders - Comprehensive Addiction and Recovery Support Services Act Grant Year 3 Continuation which

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a Grant from the United States Dept. of Health and Human Services, which Grant funds are in the amount of \$499,997 in Federal funds, under the First Responders - Comprehensive Addiction and Recovery Support Services Act Grant, to support the Year 3 Continuation of the Expanded First Responders and Community Partners Overdose Prevention Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Dept. of Social Services, Allen-Bryant]

Notes:

Sponsors:

Enactment Date: 08/29/2024

Attachments: 25-Bluesheet Memo SAMHSA Year 3 Continuation, RESO 0813-24 (SAMHSA FY2022 First Responders Grant) 4880-4563-3243 v.1.docx, R-438-2024

Enactment Number: R-438-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
2	Urban County Council	08/29/2024	Received First Reading	Urban County Council	08/29/2024		
2	Urban County Council	08/29/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	08/29/2024	Approved				Pass

Text of Legislative File 0813-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a Grant from the United States Dept. of Health and Human Services, which Grant funds are in the amount of \$499,997 in Federal funds, under the First Responders - Comprehensive Addiction and Recovery Support Services Act Grant, to support the Year 3 Continuation of the Expanded First Responders and Community Partners Overdose Prevention Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to accept a federal award in the amount of \$499,997 from the U.S. Department of Health and Human Services under the First Responders - Comprehensive Addiction and Recovery Support Services Act Grant Year 3 Continuation to reduce the number of overdose fatalities by facilitating access to naloxone through first responders and members of other key community sectors. No matching funds required. (L0813-24) (Combs Marks/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 8/8/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process to Budget \$499,997 for Year 3.

Account Number: 3190-606105-0001-44010

This Fiscal Year Impact: \$499,997

Annual Impact: \$0

Project: SAMHSA_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: BA in process



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: AUGUST 15, 2024

**SUBJECT: SAMHSA FY2022 First Responders – Comprehensive Addiction and Recovery
Support Services Act Grant (FR-CARA22) Award for the Department of
Social Services – Year 3 Continuation**

Request: Council authorization to accept a federal award in the amount of \$499,997 from the U.S. Department of Health and Human Services under the First Responders - Comprehensive Addiction and Recovery Support Services Act Grant Year 3 Continuation which will be used to reduce the number of overdose fatalities by facilitating access to naloxone through first responders and members of other key community sectors. No matching funds required.

Purpose of Request: The Division of Social Services submitted application on April 5, 2022 to the U.S. Department of Health and Human Services requesting \$1,999,988 under the First Responders - Comprehensive Addiction and Recovery Support Services Grant (FR-CARA). The U.S. Department of Health and Human Services awarded the LFUCG \$1,999,988 of grant funds over a four-year period for the Expanded First Responders and Community Partners Overdose Prevention Project (EFCPOPP). This authorization is to accept the Year 3 Continuation of the four-year period. Grant funds will be used for the following activities:

- Fund a Project Coordinator;
- Make naloxone available to be carried and administered by first responders and members of other key community sectors;
- Train and provide resources for first responders and members of other key community sectors on carrying and administering naloxone;
- Continue working with community partners to facilitate admission to treatment or harm reduction services; and
- Establish processes and protocols for referrals to appropriate treatment and recovery communities to connect individuals receiving opioid reversal drugs to follow-up services.

What is the cost in this budget year and future budget years? \$1,999,988 is awarded for the four-year period from September 30, 2022 through September 29, 2026. \$499,997 has been awarded for Year 3 for Fiscal Year 2025. No matching funds are required. Fiscal Year 2026 award based on grant performance.

Are the funds budgeted? Budget amendment is in process to budget \$499, 997 for Year 3.

File Number: 0 8 1 3 - 2 4

Director/Commissioner: Combs Marks/Allen-Bryant



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$499,997.00 IN FEDERAL FUNDS, UNDER THE FIRST RESPONDERS – COMPREHENSIVE ADDICTION AND RECOVERY SUPPORT SERVICES ACT GRANT, TO SUPPORT THE YEAR 3 CONTINUATION OF THE EXPANDED FIRST RESPONDERS AND COMMUNITY PARTNERS OVERDOSE PREVENTION PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept a Grant from the United States Department of Health and Human Services, which Grant funds are in the amount of \$499,997.00 in Federal funds, under the First Responders – Comprehensive Addiction and Recovery Support Services Act Grant, to support the Year 3 Continuation of the Expanded First Responders and Community Partners Overdose Prevention Project, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0813-24:ANB:4880-4563-3243, v. 1

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$499,997.00 IN FEDERAL FUNDS, UNDER THE FIRST RESPONDERS – COMPREHENSIVE ADDICTION AND RECOVERY SUPPORT SERVICES ACT GRANT, TO SUPPORT THE YEAR 3 CONTINUATION OF THE EXPANDED FIRST RESPONDERS AND COMMUNITY PARTNERS OVERDOSE PREVENTION PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept a Grant from the United States Department of Health and Human Services, which Grant funds are in the amount of \$499,997.00 in Federal funds, under the First Responders – Comprehensive Addiction and Recovery Support Services Act Grant, to support the Year 3 Continuation of the Expanded First Responders and Community Partners Overdose Prevention Project, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: August 29, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]
CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0818-24

File ID: 0818-24

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/19/2024

File Name: USC Schedule 2024

Final Action: 08/19/2024

Title:

Authorization to proceed with the annual Urban Service Changes Process for 2024 in accordance with the proposed schedule. The public hearing will be on November 12, 2024, at 3:00 p.m., during Council Work Session. No budgetary impact. (L0818-24) (Albright)

Notes: This authorization file does not go forward, instead later new files containing the USC will go straight to 1st reading on a WCD. 8/28/24 SC

Sponsors:

Enactment Date:

Attachments: USC 2024 - Bluesheet Memo, USC 2024 - Schedule

Enactment Number:

Deed #:

Hearing Date:

Drafter: Nathan Dickerson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass

Text of Legislative File 0818-24

Title

Authorization to proceed with the annual Urban Service Changes Process for 2024 in accordance with the proposed schedule. The public hearing will be on November 12, 2024, at 3:00 p.m., during Council Work Session. No budgetary impact. (L0818-24) (Albright)

Summary

Authorization to proceed with the annual Urban Service Changes Process for 2024 in accordance with the proposed schedule. The public hearing will be on November 12, 2024, at 3:00 p.m., during Council Work Session. No budgetary impact. (L0818-24) (Albright)

Budgetary Implications [select]: NO

Advance Document Review:

Law: {Yes, Completed by Evan Thompson, 8/14/2024}

Risk Management: {No}

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Nathan Dickerson
Administrative Officer

DATE: August 19, 2024

SUBJECT: Schedule for 2024 Urban Service Changes

Request:

The Department of Environmental Quality & Public Works requests approval of the attached schedule for the 2024 Urban Services Legal Process.

Why are you requesting:

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

Kentucky Law requires that the Urban County Government notify each property owner by certified mail of a proposed increase in property tax and hold a public hearing. Per the attached schedule, the public hearing will be held at 3:00 p.m. on Tuesday, November 12, 2024, during Council Work Session.

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

N/A

Are the funds budgeted?

N/A

File Number:

TBD

Director/Commissioner:

Nancy Albright
Environmental Quality & Public Works



URBAN SERVICES CHANGES - 2024 SCHEDULE

Petition Deadline	August 1, 2024
Administrative Review (Bluesheet)	August 19, 2024
Work Session Discussion	August 27, 2024
Documents Due to Law Department	September 9, 2024
Notify Private Haulers of Voting Streets	September 10, 2024
Certified Mail Voting Cards to USC Voters	September 12, 2024
Certified Mail New Development	September 20, 2024
Resolution First Reading	September 26, 2024
Resolution Second Reading	October 10, 2024
USC Voting Deadline	October 14, 2024
Notify Private Haulers of Voting Results	October 18, 2024
Publish Week 1/3	October 20, 2024
Publish Week 2/3	October 27, 2024
Publish Week 3/3	November 3, 2024
Pre-Work Session Meeting	November 12, 2024 1:00 PM to 3:00 PM
Work Session Public Hearing on Urban Service Changes	November 12, 2024 3:00 PM
Documents Due to Law Department	November 14, 2024
Ordinance First Reading	December 3, 2024
Ordinance Second Reading	December 5, 2024
Documentation to Budgeting/PVA	December 20, 2024



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0822-24

File ID: 0822-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/19/2024

File Name: 25-0011 Abolish Position- Youth Services

Final Action: 09/12/2024

Title: An Ordinance amending the Civil Service authorized strength by abolishing one (1) vacant unclassified position of Social Services Worker, Grade 516E, in the Div. of Youth Services, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 09/12/2024

Attachments: Bluesheets 25-0011, ORD 0822-24 Abolish Social
Services Worker - Youth Services 4875-5110-9082
v.1.docx, O-097-2024

Enactment Number: O-097-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0822-24

Title

An Ordinance amending the Civil Service authorized strength by abolishing one (1) vacant unclassified position of Social Services Worker, Grade 516E, in the Div. of Youth Services, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) vacant unclassified position of Social Services Worker (Grade 516E) in the Division of Youth Services, effective upon passage of Council. There is no fiscal impact associated with this action. (L0822-24) (George/Hamilton)

Budgetary Implications: No

Advance Document Review:

Law:

Risk Management: NA

Fully Budgeted: NA

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

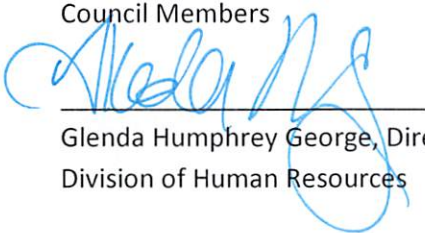
Budget Reference:

Current Balance:



M E M O R A N D U M

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: August 19, 2024

SUBJECT: Abolish position – Division of Youth Services

Request:

The attached action is requesting authorization to abolish one (1) vacant unclassified position of Social Services Worker (Grade 516E) in the Division of Youth Services, effective upon passage of Council.

Why are you requesting?

The position of Social Services Worker at the Audrey Grievous Center was transferred to the Parent and Guardian Empowerment program, therefore the unclassified position is no longer needed.

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

There is no fiscal impact associated with this action.

File Number: 0822.24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at 859-258-3037.



ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) VACANT UNCLASSIFIED POSITION OF SOCIAL SERVICES WORKER, GRADE 516E, IN THE DIVISION OF YOUTH SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That subsection line number 650.031 in the unclassified civil service authorized strength be and hereby is deleted.

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

0822-24:GET:4875-5110-9082, v. 1

ORDINANCE NO. 097 - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) VACANT UNCLASSIFIED POSITION OF SOCIAL SERVICES WORKER, GRADE 516E, IN THE DIVISION OF YOUTH SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That subsection line number 650.031 in the unclassified civil service authorized strength be and hereby is deleted.

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: September 12, 2024



MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: Sept. 20, 2024- 1t
0822-24:GET:4875-5110-9082, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0823-24

File ID: 0823-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/19/2024

File Name: 25-0008- Abolish/Create- Water Quality

Final Action: 09/12/2024

Title: An Ordinance amending the Classified Civil Service authorized strength by abolishing one (1) classified position of Equipment Operator Senior, Grade 515N, creating one (1) classified position of Sewer Line Maintenance Field Technician Senior, Grade 516N, abolishing one (1) classified position of Public Service Worker Senior, Grade 510N, and amending the Unclassified Civil Service authorized strength by creating one (1) unclassified position of Sewer Line Maintenance Technician Apprentice II, Grade 512N, all in the Div. of Water Quality, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 09/12/2024

Attachments: 25-0008 Bluesheet Memo, ORD 0823-24 Abolish
Create Water Quality 4881-7798-9338 v.1.docx,
O-098-2024

Enactment Number: O-098-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
1	Urban County Council	08/29/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0823-24

Title

An Ordinance amending the Classified Civil Service authorized strength by abolishing one (1) classified position of Equipment Operator Senior, Grade 515N, creating one (1) classified position of Sewer Line Maintenance Field Technician Senior, Grade 516N,

abolishing one (1) classified position of Public Service Worker Senior, Grade 510N, and amending the Unclassified Civil Service authorized strength by creating one (1) unclassified position of Sewer Line Maintenance Technician Apprentice II, Grade 512N, all in the Div. of Water Quality, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) classified position of Equipment Operator Sr. (Grade 515N), create one (1) classified position of Sewer Line Maintenance Field Technician Sr. (Grade 516N), abolish one (1) classified position of Public Service Worker Sr. (Grade 510N) and create (1) unclassified position of Sewer Line Maintenance Technician Apprentice II (Grade 512N) in the Division of Water Quality, effective upon passage of Council. This has a 12-month future impact cost of \$7,918.21. (L0823-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

Risk Management: NA

Fully Budgeted: No

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

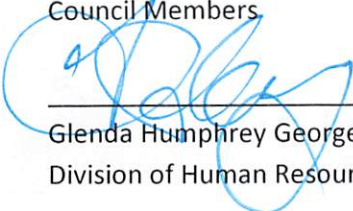
Budget Reference:

Current Balance:



MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: August 19, 2024

SUBJECT: Abolish/Create positions – Division of Water Quality

Request:

The attached action is requesting authorization to abolish one (1) classified position of Equipment Operator Sr. (Grade 515N), create one (1) classified position of Sewer Line Maintenance Field Technician Sr. (Grade 516N), abolish one (1) classified position of Public Service Worker Sr. (Grade 510N) and create (1) unclassified position of Sewer Line Maintenance Technician Apprentice II (Grade 512N) in the Division of Water Quality, effective upon passage of Council.

Why are you requesting:

The purpose of this reorganization is to provide the staffing necessary to best respond to the requirements related to the storm and sanitary sewer infrastructure in the Sewer Line Maintenance department by creating positions that better reflect the work being done by the employees that will fill these positions.

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

This has a 12-month future impact cost of \$7,918.21.



Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Equipment Operator Sr.	\$47,717.28	\$0	(\$47,717.28)
Sewer Line Maintenance Field Technician Sr.	\$0	\$50,103.04	\$50,103.04
Public Service Worker Sr.	\$37,390.08	\$0	(\$37,390.08)
Sewer Line Maintenance Technician Apprentice II	\$0	\$41,219.36	\$41,219.36
Total Annual Impact/ Salary and Benefits \$7,918.21			

File Number: 0823-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.



ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF EQUIPMENT OPERATOR SENIOR, GRADE 515N, CREATING ONE (1) CLASSIFIED POSITION OF SEWER LINE MAINTENANCE FIELD TECHNICIAN SENIOR, GRADE 516N, ABOLISHING ONE (1) CLASSIFIED POSITION OF PUBLIC SERVICE WORKER SENIOR, GRADE 510N, AND AMENDING THE UNCLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) UNCLASSIFIED POSITION OF SEWER LINE MAINTENANCE TECHNICIAN APPRENTICE II, GRADE 512N, ALL IN THE DIVISION OF WATER QUALITY, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That subsection line number 340.135 in the classified civil service authorized strength be and hereby is deleted.

Section 2 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

340.165	7	769	516N	Sewer Line Maintenance Field Technician Sr.
340.160	10	603	510N	Public Service Worker Sr.

Section 3 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is created to read as follows:

340.041	1	767	512N	Sewer Line Maintenance Technician Apprentice II
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Section 4 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0823-24:GET:4881-7798-9338, v. 1

ORDINANCE NO. 098 - 2024

AN ORDINANCE AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF EQUIPMENT OPERATOR SENIOR, GRADE 515N, CREATING ONE (1) CLASSIFIED POSITION OF SEWER LINE MAINTENANCE FIELD TECHNICIAN SENIOR, GRADE 516N, ABOLISHING ONE (1) CLASSIFIED POSITION OF PUBLIC SERVICE WORKER SENIOR, GRADE 510N, AND AMENDING THE UNCLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) UNCLASSIFIED POSITION OF SEWER LINE MAINTENANCE TECHNICIAN APPRENTICE II, GRADE 512N, ALL IN THE DIVISION OF WATER QUALITY, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That subsection line number 340.135 in the classified civil service authorized strength be and hereby is deleted.

Section 2 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

340.165	7	769	516N	Sewer Line Maintenance Field Technician Sr.
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340.160	10	603	510N	Public Service Worker Sr.
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Section 3 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is created to read as follows:

340.041	1	767	512N	Sewer Line Maintenance Technician Apprentice II
---------	---	-----	------	---

Section 4 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: September 12, 2024



MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: Sept. 20, 2024- 1t
0823-24:GET:4881-7798-9338, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0825-24

File ID: 0825-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 08/20/2024

Final Action: 08/29/2024

File Name: Request Council authorization to approve ClimateView, as a sole source provider for the Lexington-Fayette Metropolitan Statistical Area (MSA) Climate Pollution Reduction Planning Grant. LFUCG's contractor will use ClimateView for the purposes of creating

Title: A Resolution authorizing the Div. of Environmental Services to purchase a multi-year subscription to the Climateos Platform from ClimateView, a sole source provider, to aid in the creation of a Comprehensive Climate Action Plan, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with ClimateView, at a cost not to exceed \$36,100 in FY 2025. [Div. of Environmental Services, Carey]

Notes:

Sponsors:

Enactment Date: 08/29/2024

Attachments: 25- Blue Sheet Memo ClimateView, 0825-24-ClimateView sole source 4876-0954-2877 v.1.docx, R-439-2024

Enactment Number: R-439-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/27/2024	Approved and Referred to Docket	Urban County Council	08/29/2024		Pass
2	Urban County Council	08/29/2024	Received First Reading	Urban County Council	08/29/2024		
2	Urban County Council	08/29/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	08/29/2024	Approved				Pass

Text of Legislative File 0825-24

Title

A Resolution authorizing the Div. of Environmental Services to purchase a multi-year subscription to the Climateos Platform from ClimateView, a sole source provider, to aid in the creation of a Comprehensive Climate Action Plan, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with ClimateView, at a cost not to exceed \$36,100 in FY 2025. [Div. of Environmental Services, Carey]

Summary

Authorization to approve ClimateView as a sole source provider for the Lexington-Fayette Metropolitan Statistical Area (MSA) Climate Pollution Reduction Planning Grant. LFUCG's Contractor will use ClimateView for the purposes of creating a Comprehensive Climate Action Plan for Lexington-Fayette County. Cost not to exceed \$144,400 for a four-year subscription (\$36,100 per year). Funds are Budgeted. (L0825-24) (Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 8/19/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3170-313201-3094-71299

This Fiscal Year Impact: \$36,100

Annual Impact: \$ 36,100 per year for Fiscal Year 2026, 2027 and 2028.

Project: LEXFAY_MSA_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: \$ 332,501.00



**TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL**

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: AUGUST 20, 2024

**SUBJECT: Approval of ClimateView as a Sole Source Provider for Lexington-Fayette
County Metropolitan Statistical Area (MSA)**

Request: Council authorization to approve ClimateView, as a sole source provider for the Lexington-Fayette Metropolitan Statistical Area (MSA) Climate Pollution Reduction Planning Grant. LFUCG's contractor will use ClimateView for the purposes of creating a Comprehensive Climate Action Plan for Lexington-Fayette County. Cost not to exceed \$144,400 for a four-year subscription.

This Subscription Agreement will have an initial four (4) year term and shall automatically renew for one (1) additional three (3) year term. Subscription Agreement terms are effective until terminated by LFUCG or ClimateView, which either party may do at any time, without cause and without notice.

Purpose of Request: ClimateView is a climate technology company with a ClimateOS platform which connects greenhouse gas (GHG) emissions to economics, thus helping cities to manage, budget, and mitigate their GHG emissions to reach net-zero. The purchase of a four-year subscription (\$36,100 per year) for this on-line tool was included in the proposed budget submitted to and approved by the EPA as part of the award of a Climate Pollution Reduction Program Grant to LFUCG.

Cost in this Budget year and future budget years: Cost in FY 2025 is \$36,100. Future budget year cost is \$36,100 per year for Fiscal Year 2026, 2027 and 2028 for a four-year subscription.

Are the funds budgeted? Yes, 3170-313201-3094-71299 LEXFAY_MSA_2024 FED_GRANT

File Number: 0825-24

Director/Commissioner: Carey/Albright



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF ENVIRONMENTAL SERVICES TO PURCHASE A MULTI-YEAR SUBSCRIPTION TO THE CLIMATEOS PLATFORM FROM CLIMATEVIEW, A SOLE SOURCE PROVIDER, TO AID IN THE CREATION OF A COMPREHENSIVE CLIMATE ACTION PLAN, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH CLIMATEVIEW, AT A COST NOT TO EXCEED \$36,100.00 in FY 2025.

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

Section 1 - That the Division of Environmental Services is authorized to purchase a multi-year subscription to the ClimateOS Platform from ClimateView, a sole source provider, to aid in the creation of a comprehensive climate action plan, and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with ClimateView related to the services, at a cost not to exceed \$36,100.00 in FY 2025.

Section 2 - That an amount, not to exceed the sum of \$36,100.00 in FY 2025, be and hereby is approved for payment, from accounts # 3170-313201-3094-71299, pursuant to the terms of the Subscription Agreement and subject to the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0825-24:EPT:4876-0954-2877, v. 1

RESOLUTION NO. 439 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF ENVIRONMENTAL SERVICES TO PURCHASE A MULTI-YEAR SUBSCRIPTION TO THE CLIMATEOS PLATFORM FROM CLIMATEVIEW, A SOLE SOURCE PROVIDER, TO AID IN THE CREATION OF A COMPREHENSIVE CLIMATE ACTION PLAN, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH CLIMATEVIEW, AT A COST NOT TO EXCEED \$36,100.00 in FY 2025.

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

Section 1 - That the Division of Environmental Services is authorized to purchase a multi-year subscription to the ClimateOS Platform from ClimateView, a sole source provider, to aid in the creation of a comprehensive climate action plan, and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with ClimateView related to the services, at a cost not to exceed \$36,100.00 in FY 2025.

Section 2 - That an amount, not to exceed the sum of \$36,100.00 in FY 2025, be and hereby is approved for payment, from accounts # 3170-313201-3094-71299, pursuant to the terms of the Subscription Agreement and subject to the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL: August 29, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0825-24:EPT:4876-0954-2877, v. 1